

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2022

Contract/Lease Control #: C22-3165-HR

Procurement#: RFP HR 08-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: LANDRUMHR WORFFORCE SOLUTIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/05/2022

Expiration Date: 04/04/2025 W/2 1 YR RENEWALS

Description of: TEMPORARY STAFFING SERVICES

Department: HR

Department Monitor: SISSON

Monitor's Telephone #: 850-689-5870

Monitor's FAX # or E-mail: ESSISON@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT #: C22-3165-HR
LANDRUMHR WORKFORCE SOLUTIONS, INC.
TEMPORARY STAFFING SERVICES
EXPIRES: 04/04/2025 W/2 1 YR RENEWALS

FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
LANDRUMHR WORKFORCE SOLUTIONS, INC.
CONTRACT NO. C22-3165-HR

ME
BCC Records

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and LandrumHR Workforce Solutions, Inc. (the "Contractor"), executed this ~~16th~~ 19th day of ~~June~~ July, 2022, is made a part of the original Agreement dated April 5, 2022 Contract No. C22-3165-HR (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

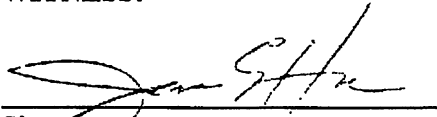
1. The County and Contractor wish to amend the original Agreement to add the rate code 5191 for Workers Compensation at the rate as follows:
Recruited Employees-34.5%
Non-Recruited Employees-29.5%
2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated April 5, 2022 and any amendments thereto, shall remain in full force and effect.
3. **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:


Signature

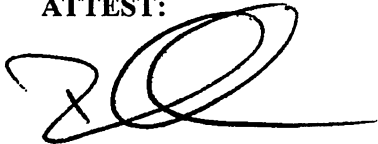
BY: Johanna Pohlmann


James E. Howe


Print Name

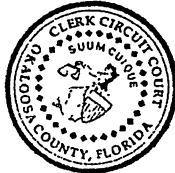
ATTEST:

OKALOOSA COUNTY, FLORIDA



BY: 
Mel Ponder, Chairman

 J.D. Peacock II, Clerk of Courts



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C22-3165 HR Tracking Number: 462422
Procurement/Contractor/Lessee Name: London HR Grant Funded: YES ___ NO X
Purpose: amendment 1
Date/Term: 4-4-2025
Department #: _____
Account #: _____ various
Amount: _____
Department: HR Dept. Monitor Name: Sisson

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-8-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: _____ Grant Name: _____
no federal body Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review
Approved as written: _____ Date: _____
no risk about in merchant
Risk Manager or designee Kristina LoFria

County Attorney Review
Approved as written: _____ Date: 6-7-22
see email attached
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, June 13, 2022 10:02 AM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: HR Amendments
Attachments: C22-3165-HR first amendment 6.13.22.docx

DeRita,

With the attached changes, this is approved. Please make the same changes to the other three contracts.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, June 8, 2022 1:02 PM
To: Lynn Hoshihara
Cc: Kerry Parsons
Subject: HR Amendments

Please review and approve, we would like to take these to the next board meeting.
I will have one more but it will exactly the same.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: P30 Tracking Number: 4544-22
Procurement/Contractor/Lessee Name: Landrum HRC Grant Funded: YES ___ NO X
Purpose: Temp Staffing Services
Date/Term: 3yr w/ 2 yr renewal 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ varies on 3. \$50,000 OR LESS
usage
Amount: _____
Department: HR Dept. Monitor Name: Sisson

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wanda Mason Date: 3-15-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal hit Grant Name: _____
_____ Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 3-15-22
_____ Date: _____
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 3/16/22
_____ Date: _____
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

022-3105-HRC

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, March 16, 2022 11:00 AM
To: DeRita Mason
Subject: Re: HR contracts and amendments

They are all approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, March 16, 2022 11:52:12 AM
To: Lynn Hoshihara
Subject: HR contracts and amendments

Good morning,
I wanted to check the status of the other three contracts and the amendments for review.
The department has reached out to me to check the status.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

“Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.”

DeRita Mason

From: Kristina LoFria
Sent: Wednesday, February 23, 2022 9:11 AM
To: DeRita Mason
Subject: RE: BuzzClan Contract 08-22

DeRita,

This is approved by Risk for insurance purposes only.

Thank You

Kristy LoFria

Okaloosa County BCC-Risk Management
Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, February 23, 2022 7:06 AM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: BuzzClan Contract 08-22

Good morning,

Please review and approve. I will have 4 of these contracts, all will be the same. Once you review this one, I will send others over to you.



Board of County Commissioners Purchasing Department

State of Florida

Date: February 11, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP HR 08-22

Temporary Staffing Services

Okaloosa County would like to thank all businesses, which submitted proposals to the Temporary Staffing Services. (RFP HR 08-22)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

A& Associates, Inc.
951 Sansburys Way, Ste 203
West Palm Beach, FL 33411

Blue Arbor, Inc.
P.O. Box 12780
New Bern, NC 28561

BuzzClan, LLC
5757 Alpha Rd., Suite 340
Dallas, TX 75240

LandrumHR-WFS
219 E. Gordan St., Suite 500
Pensacola, FL 32502

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

A handwritten signature in black ink that reads "Jeffrey A. Hyde".

Jeffrey Hyde
Purchasing Manager



LANDRUMHR WORKFORCE SOLUTIONS, INC.

DUNS Unique Entity ID 035619741	SAM Unique Entity ID DM3DCPQJ62F7	CAGE / NCAGE 7V524
Purpose of Registration All Awards	Registration Status Active	Expiration Date Sep 22, 2022
Physical Address 219 E Garden ST # 500 Pensacola, Florida 32502-4812 United States	Mailing Address 219 E Garden ST # 500 Pensacola, Florida 32502 United States	

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Florida 01	State / Country of Incorporation Florida / United States	URL (blank)

Registration Dates

Activation Date Sep 28, 2021	Submission Date Sep 22, 2021	Initial Registration Date May 25, 2001
--	--	--

Entity Dates

Entity Start Date Dec 10, 1973	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
--	--	--

O. Insurance Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2021

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 306 Suite 300 Tequesta, FL 33489	CONTACT NAME: Stonehenge Certificates	
	PHONE (A/C, No, Ext): 5617483027	FAX (A/C, No):
	E-MAIL ADDRESS: GGB.Tequesta.Certs@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Beazley Insurance Company Inc	
	INSURER C: Landmark American Insurance Company	NAIC # 33138
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: E6GLE8UB** **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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK2333487	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		PHPK2333487	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		PHU8787980	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MS) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Crime		PHSD1884558	10/01/2021	10/01/2022	Employees Dishonest Acts \$ 2,000,000
B	Professional Liability		PHPK2333487			Each Claim \$ 2,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 991, 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 #MR211072; POLICY TERM 10/1/21-10/01/22 Claims Made/Retention-\$50,000-\$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 10/1/21-22 (continued next page)

CERTIFICATE HOLDER For Information Purposes Only 219 E. Garden Street, Suite 500 Pensacola, FL 32502	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

Page 2 of 2

PRODUCER Arthur J. Gallagher Risk Management Services, Inc.		INSURED Landrum Human Resource Companies, Inc	
POLICY NUMBER		ISSUE DATE: 10/05/2021	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

(continued from previous page)

LOSS SUSTAINED) \$25,000 Retention- Philadelphia Indemnity Insurance Company; POLICY # PHSD1664558 \$2,000,000 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 10/1/2021-10/1/22 Landmark American Insurance Company; Policy# LCY791918-\$2,000,000 Limits.Directors & Officers Liability; 10/1/21-10/1/22 Philadelphia Indemnity Insurance Company- PHSD1664646- 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 #PHPK2333467 at limits of \$1m/\$1m/\$1m effective 10/1/21-10/1/22. Professional Liability Policy #PHPK2333467 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: Accredited Holdings, LLC, Accredited Insurance Ltd, hrQ, Inc, Landrum Administrative Services, Inc, Landrum Companies, Inc, Landrum Family Partnership, Ltd, Landrum Human resource Companies, Inc II, 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 Professional Employer Services, Inc V, LandrumHR SJR, Inc, LandrumHR Wokforce Solutions, Inc., LandrumHR Workforce Solutions, Inc, II, LandrumHR Workforce Solutions, Inc., III, Landrum Professional Employer Services Retirement Savings Plan.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2022

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 www.LibertyMutual.com	CONTACT NAME: Landrum Human Resource Companies, Inc. PHONE (A/C No. Ext): 850-476-5100 FAX (A/C. No): E-MAIL ADDRESS: COI@Landrumhr.com
	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: 66331227** **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 (M/D) (W/D)	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 <input type="checkbox"/> 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 DEQ <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	N/A	WA2-65D-428303-062	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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. 219 E. Garden Street, Suite 500 Pensacola, FL 32502.

CERTIFICATE HOLDER LandrumHR Workforce Solutions For Business Purposes Only	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 Chelsea Miller <i>Chelsea Miller</i>
--	--

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND LANDRUMHR WORKFORCE SOLUTIONS, INC.
CONTRACT ID C22-3165-HR

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 5th, day of April , 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Landrumhr Workforce Solutions, Inc., a Florida Profit Corporation, whose address is 219 E. Garden St., #500, Pensacola, FL 32502, authorized to do business in 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 Services ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; 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 based on Exhibit "A" attached hereto and made a part of this agreement.

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" – Procurement RFP HR 82-22 and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

2. Services. Contractor agrees to perform the following services, Temporary Staffing 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 three (3) years. The Agreement shall be renewed for an additional two (2) one (1) year renewals upon mutual written agreement by all parties.

CONTRACT: C22-3165-HR
LANDRUMHR WORKFORCE SOLUTIONS, INC.
TEMPORARY STAFFING SERVICES
EXPIRES: 04/04/2025 W/2 1 YR RENEWALS

4. Compensation. The Contractor agrees to provide the Services to the County, and shall be compensated based on Attachment "A" attached hereto and made a part of the agreement.

- a. Contractor shall submit an invoice to the County monthly. 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.

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 "B" 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 Section 7 Paragraphs 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 Okaloosa 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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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:	Edward Sisson, Human Resources Director 302 N. Wilson St., Suite 203 Crestview, FL 32536 850-689-5870 esisson@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Landrumhr Workforce Solutions, Inc. James Howe-Vice President 219 E. Garden St., #500 Pensacola, FL 32502 850-266-6205 jhowe@landrumhr.com	

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 "C".
- 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:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

- ii. 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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.


26. 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.

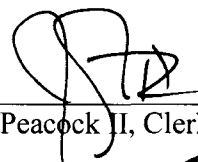
LANDRUMHR WORKFORCE SOLUTIONS, INC.:

James E. Howe
Print Name

TITLE: Corporate Vice President


Signature

ATTEST:


J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: 
Mel Ponder, Chairman



Attachment "A"
Contractor's Proposal



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Temporary Staffing Services

RFP NUMBER:
RFP HR 08-22

ISSUE DATE:

December 27, 2021

LAST DAY FOR QUESTIONS:

January 14, 2022 3:00 P.M. CT

RFP DUE DATE & TIME:

January 26, 2022 3:00 P.M. CT

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME LandrumHR - WFS
MAILING ADDRESS 219 E Garden St. Suite 500
Renssela
CITY, STATE, ZIP FL 32502
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59 1508876
TELEPHONE NUMBER: 850 266-6205 EXT: _____ FAX: 850-478-9559
EMAIL: jhowe@landrumhr.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE [Signature]
OR PRINTED NAME

TYPED JAMES E. HOWE

TITLE: Corporate Vice President

DATE 1/24/22

NOTICE TO RESPONDENTS
RFP HR 08-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) January 26, 2022**, for **Temporary Staffing Services RFP HR 08-22**.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST January 26, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For information regarding this solicitation please contact:

DeRita Mason, Sr. Contracts and Lease
Coordinator
850-589-5960
dmason@myokaloosa.com

Jeff Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Mel Ponder
Chairman

PROPOSAL REQUIREMENTS

Proposal Name: Temporary Staffing Services

RFP #: RFP HR 08-22

Purpose:

Okaloosa County Board of County Commissioners (“County”) is seeking to contract with temporary employment agencies (“Agency/Agencies”) to provide temporary employees on an as-needed basis.

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. These services are obtained on an as needed basis and there may be multiple contracts awarded. There is no guarantee of work. The County currently has three (3) temporary employment contracts. The County reserves the right to award multiple contracts from this solicitation.

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).
1. Should the County require temporary labor for a job description outside of those listed herein, the County shall reserve the right to negotiate a price for that job description under any contract resulting from this RFP.
- 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 upon 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. All proposals submitted pursuant to this RFP must include signed copies of the certifications, clauses, and acknowledgement forms.
- D. The Agency must acknowledge their responsibility in ensuring that all temporary employees furnished have satisfactorily met and complied with the following criteria:
1. Successful completion of the contracting entity’s background check process.

2. For jobs requiring a driver's license, 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 or DUI within the past three (3) years; and c) more than one (1) at-fault accident within the past 12 months.
3. All temporary employees furnished shall be provided a copy of the County's Drug Free Workplace Policy by the Agency and shall complete a County Drug Free Workplace Acknowledgement Form. The County reserves the right to have placed employees' tested post-accident, workplace incident, or if reasonable suspicion exists. Failure of the placed employee to comply will result in immediate removal from their workplace assignment.
4. 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 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 all pre-hire screenings, I-9/E-Verify checks and Affordable Care Act compliance.
1. 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.
 2. 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.).
 3. If unable to provide pre-hire screening cost(s), 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.

1. Proposals received from agencies that maintain an office within Okaloosa County is more likely to have a broad database of clients who reside within Okaloosa County or surrounding areas and who would be willing to commute to locations needing temporary staffing.
- 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:
1. Training services teach proficient use of basic functions and current skills brush-up;
 2. 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.

Length of Contract, Renewals and Price Escalation:

The intent of this RFP is to establish a contract for a period of three (3) years from the date of award with two (2) one (1) year renewals, during which time, the successful Agencies shall guarantee fixed pricing specified in the RFP.

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 Purchasing Department, in writing, notification of price increases; and c) The Agency submits the above information to the Purchasing Department within sixty (60) calendar days prior to the effective date of the price increase.

When the Agency complies with the abovementioned conditions, the Purchasing 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.

AN ANNUAL COST OF LIVING INCREASE OF UP TO THREE PERCENT WILL BE CONSIDERED. ANY INCREASE IN PAY RATES MUST BE SUBMITTED 30 DAYS PRIOR TO THE ANNIVERSARY DATE OF THE CONTRACT EXECUTION, TO THE COUNTY WITH THE BUDGET AND APPROVED BY THE HUMAN RESOURCES DIRECTOR.

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

Proposal Preparation Instructions

The response (Response) to the RFP and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFP guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFP and contain no more than 40 pages, #12 font minimum. The 40 page maximum excludes the cover, table of contents, and copies of required forms.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFP. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top ranked firms.

The top ranked firm will be recommended to the Board of County Commissioners for approval. If the Board of County Commissioners agrees with the Selection Review Committee's recommendation, contract price negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 30, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under law.

Response to the RFP shall be submitted in the format described below:

Letter of Interest shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.

Contracts will be awarded to an Agency, or multiple Agencies whom are responsive, and responsible bidders meeting the specifications, terms and conditions and is determined to be the most advantageous to the County. Evaluation of proposals shall be based on the evaluation factors set forth below and any other relevant information obtained through the evaluation process.

- Positions Provided (30 Points Maximum Price –
- Price – Mark-Up and Direct Placement/Conversion Fee (20 Points Maximum);

- Discounts Offered (15 Points Maximum);
- Value Added Services (15 Points Maximum).
- Office Support Services(10 Points Maximum);
- Training Services (5 Points Maximum);
- References (5 Points Maximum).

Business Credentials and Other – Provide sufficient information to demonstrate legal authority to do business in the state of the firm along with the credentials of any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel, along with Florida licensing/registration qualifications for any sub-consultants. Copies of all completed forms required by this RFP are included in this section.

Procurement Scheduled (ANTICIPATED)

RFP Advertised & Posted on Website	December 27, 2021
Deadline for Questions	January 14, 2022
Answers to Question by County	January 15, 2022
RFP Response Due Date	January 26, 2022 3:00 P.M.
Review Committee Meeting	February 8, 2022
Oral Presentations *if needed	Week of February 14, 2022
Recommend Award via ITA	February 19, 2022
Contract Negotiations	Week of February 21, 2022
Finalize/Execute Agreement by BOCC	March 15, 2022

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property Damage
\$1,000,000 each occurrence Products and
completed operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days’ prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

1. **PRE-PROPOSAL ACTIVITY -**

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed electronically in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall submitted electronically All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.

SUBMITTAL OF PROPOSAL –

All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

4. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

5. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

6. **IDENTICAL TIE PROPOSALS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program or if the agencies are tied and also have drug free workplace policies.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

7. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
8. **PROPOSAL PRICE** – The proposal price shall include all advertising, on-boarding costs, pre-hire screenings, equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
10. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
11. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
12. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

13. **AWARD OF CONTRACT -**

Okaloosa County Review - Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award. The County reserves the right to award multiple contracts from this solicitation.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 14. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #. All invoices shall be sent to the department which requested the temporary staffing.
- 15. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 16. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 17. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of

its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

18. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to proposal any or all items.

22. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the respondent and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

23. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed proposals, or replies received by the County pursuant to a competitive solicitation are exempt from

public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier.

24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

26. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

27. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.

28. **AUDIT** - If required, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

29. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
30. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
31. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
32. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. **The following documents are to be submitted with the proposal packet:**
 - A. Drug-Free Workplace Certification
 - B. Conflict of Interest Disclosure Form
 - C. Federal E-Verify Compliance Certification
 - D. Cone of Silence
 - E. Indemnification and Hold Harmless
 - F. Company Data
 - G. Addendum Acknowledgement
 - H. Certification Regarding Lobbying
 - I. Government-wide Debarment, Suspension (
 - J. System of Award
 - K. Vendors on Scrutinized List
 - L. Grant Funded Clauses
 - M. References
 - N. Certificate of Good Standing State of Florida-see number 33

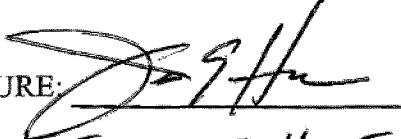
A. Drug Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: 1/24/22 SIGNATURE: 

COMPANY: Landrum HR WFS NAME: James E. Howe
(Typed or Printed)

ADDRESS: 219 E. Garden St. TITLE: Corporate Vice President
Suite 500
Pensacola, FL 32502

PHONE NO. 950-266-6205 E-MAIL: jhowe@Landrumhr.com

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B. Conflict of Interest Form

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa 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: _____

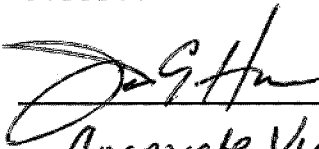
NO: _____

NAME(S)

POSITION(S)

FIRM NAME: LandrumHR - WFS

BY (PRINTED): James E Howe

BY (SIGNATURE): 

TITLE: Corporate Vice President

ADDRESS: 219 E. Garden St. Suite 500
Pensacola, FL 32502

PHONE NO.: 850-266-6205

E-MAIL : jhowe@landrumhr.com

DATE: 1/24/22

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C. Federal E-Verify Compliance Certification

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 1/24/22

SIGNATURE: 

COMPANY: LandrumHR - WFS

NAME: James E. Howe

ADDRESS: 219 E. Garden St
Suite 500
Pensacola, FL 32502

TITLE: Corporate Vice President

E-MAIL: jhowe@landrumhr.com

PHONE NO.: 850-266-6205

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D. Cone of Silence

CONE OF SILENCE


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 RFP) 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 Purchasing 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 Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's 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  representing Landrum HR Workforce Solutions, Inc.
Signature Company Name

On this 24 day of January 2022, I 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.

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E. Indemnification and Hold harmless

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Landrum HR

Respondent's Company Name

219 E. Garden St. Suite 500
Pensacola, FL 32502

Physical Address

Same as above

Mailing Address

850-266-6705

Phone Number

630-202-3523

Cellular Number

1/24/22

Date



Authorized Signature - Manual

JAMES E. HOWE

Authorized Signature - Typed

Corporate Vice President

Title

850-478-4559

FAX Number

(Risk) - 850-476-5100 ext 303

(oper) Kristy Dolinile - 850-261-3194

After-Hours Number(s)

+

F. Company Data

COMPANY DATA

Respondent's Company Name:

Landrum HR

Physical Address & Phone #:

219 E Garden Street, Ste 500
Pensacola, FL 32502
850-476-5100

Contact Person (Typed-Printed):

Johanna Pohlmann

Phone #:

850-266-6117

Cell #:

850-266-6117

Email:

j.pohlmann@landrumhr.com

Federal ID or SS #:

59-1508876

DUNS¹ #

035619741

Respondent's License #:

442077

Fax #:

850-478-4559

Emergency #'s After Hours,
Weekends & Holidays:

Risk - 850-476-5100 ext 303
oper - Kristy Dolittle 850-261-3194

THE EMAIL ADDRESS INFORMATION PROVIDED WILL BE USED FOR AWARD/NON-AWARD NOTIFICATION

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G. Addendum Acknowledgement RFP HR 08-22

Acknowledgment is hereby made of the following addendum (identified by number) received since issuance of solicitation:

Addendum No.	Date
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Addition 1

Posted: 1/7/2022

Type of Addition: Addendum

Overview: See attached addendum for answers from vendors.

Deadline: 1/14/2022 3:00 PM

Solicitation #: RFP HR 08-22

Documents:

- [Addendum 1 RFP HR 08-22.pdf](#)

Addition 2

Posted: 1/18/2022

Type of Addition: Addendum

Overview: See Attached addendum 2

Deadline: 1/26/2022 3:00 PM

Solicitation #: RFP HR 08-22

Documents:

- [Addendum 2 RFP 08-22.pdf](#)

Addition 3

Posted: 1/18/2022

Type of Addition: Addendum

Overview: See attached Addendum 2

Deadline: 1/26/2022 3:00 PM

Solicitation #: RFP HR 08-22

Documents:

- [Addendum 2 RFP 08-22.pdf](#)

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

H. Certification Regarding Lobbying

LOBBYING - 31 U.S.C. 1352, , 49 CFR Part 20, 6 CFR Part 9, 31 CFR Part 21

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)


The undersigned [Contractor] 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352. 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 Contractor, LandrumHR WFS, 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.

 Signature of Contractor's Authorized Official

Corporate Vice President Name and Title of Contractor's Authorized

1/24/22 Official Date

I. Government-wide Debarment, Suspension

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

James E. Howe Corporate VP


Signature

1/24/22
Date

J. System of Award

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

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(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Landrum HR - WFS

Entity Address: 219 E. Garden St. Suite 500
Pensacola, FL 32502

Duns Number: 035619741

CAGE Code: 7V524

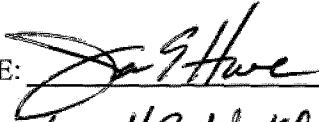
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K. Vendors on Scrutinized List

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: 1/24/22 SIGNATURE: 
COMPANY: Landrum HR Workforce Solutions
(Typed or Printed)
ADDRESS: 219 E. Garden St.
Suite 500
Pensacola, FL 32502 TITLE: Corporate Vice President
E-MAIL: jhowe@landrumhr.com
PHONE NO.: 850-266-6205

L. Grant Funded Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) 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 by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, 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.
3. **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.
4. **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 sponsor or the Federal Aviation Administration 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor | consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor | consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in

accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

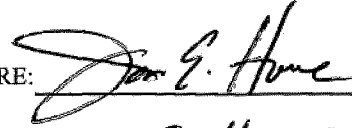
Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.
-

+

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 1/24/22

SIGNATURE: 

COMPANY: LandrumHR - WFS

NAME: James E. Howe

ADDRESS: 219 E. Garden St.
Suite 500

TITLE: Corporate Vice President

Pensacola, FL 32502

E-MAIL: jhowe@landrumhr.com

PHONE NO.: 850-266-6205

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Respondents shall comply with the clauses as enumerated below, if applicable.

- 1. Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 2. Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3. Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
- 4. Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 5. Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
- 6. Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 7. Davis-Bacon Act: (Construction Contracts in excess of \$2,000):** When applicable, contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week, submit certified payroll documents to the County, and allow the County or its designee to interview employees regarding wage determinations.
- 8. Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to

this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

- 9. Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 10. Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11. Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
- 12. Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
- 13. Rights to Inventions Made Under a Contract or Agreement:** Okaloosa County Board of County Commissioners, and the Federal Funding Agency, where applicable, shall hold sole rights to all inventions for any experimental, developmental, or research work performed by the Contractor and funded with Government funds through this contract.
- 14. Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 15. Access to Records and Reports:**
Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa

County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on the date of final payment of contract, unless otherwise specified herein.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause):

If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. Safeguarding Personal Identifiable Information

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The County will not award contracts based on a time and material basis if the contract contains Federal funding.

22. Disputes: Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.


23. Energy Policy and Conservation Act (43 U.S.C. §6201)

Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 1/24/2022

SIGNATURE: 

COMPANY: LandrumHR Workforce Solutions

NAME: James E. Howe

ADDRESS: 219 E. Garden St
Ste 500
Pensacola, FL 32502

TITLE: Corporate Vice President

E-MAIL: JHowe@landrumhr.com

PHONE NO.: 850-266-6205

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M. 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

Reference #2

Organization Name: Santa Rosa County Board of County Commissioners Telephone #: 850-983-1948

Contact Name: GinNeal McVay E-mail Address: ginnealm@santarosa.fl.gov

Scope of Work Provided: Temporary Staffing

Reference #3

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

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

Scope of Work Provided: Temporary Staffing

N. Certificate of Good Standing State of Florida

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, 2021, that its most recent annual report/uniform business report was filed on August 23, 2021, 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 Nineteenth day of January,
2022*



Randy Rhee
Secretary of State

Tracking Number: 0352751234CU

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

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

O. Insurance Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2021

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 306 Suite 300 Tequesta, FL 33469	CONTACT NAME: Stonehenge Certificates	
	PHONE (A/C, No, Ext): 5617465027	FAX (A/C, No):
E-MAIL ADDRESS: GGB.Tequesta.Certs@ajg.com		
INSURED Landrum Human Resource Companies, Inc 219 E. Garden Street, Suite 500 Pensacola, FL 32502	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Beazley Insurance Company Inc	
	INSURER C: Landmark American Insurance Company	33136
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: EBGL8U8

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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK2333467	10/01/2021	10/01/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMPPOP AGG	\$ 3,000,000
							\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2333467	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		PHUB787960	10/01/2021	10/01/2022	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						PER STATUTE	OTHER
		Y/N	N/A			E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Commercial Crime		PHSD1684558	10/01/2021	10/01/2022	Employees Dishonest Acts	\$ 2,000,000
B	Professional Liability		PHPK2333467			Each Claim	\$ 2,000,000
C		Aggregate					\$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10-1, 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 #MR211072; POLICY TERM 10/1/21-10/01/22 Claims Made/Retention-\$50,000-\$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 10/1/21-22 (continued next page)

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only 219 E. Garden Street, Suite 500 Pensacola, FL 32502	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: 10/05/2021	

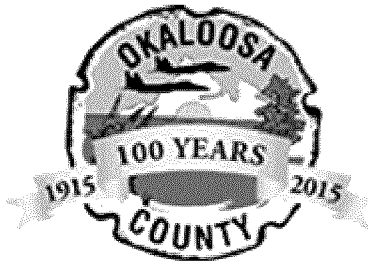
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

(continued from previous page)

LOSS SUSTAINED)\$25,000 Retention- Philadelphia Indemnity Insurance Company; POLICY # PHSD1664558 \$2,000,000 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 10/1/2021-10/1/22 Landmark American Insurance Company: Policy# LCY791918-\$2,000,000 Limits.Directors & Officers Liability; 10/1/21-10/1/22 Philadelphia Indemnity Insurance Company- PHSD1664646- 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 #PHPK2333467 at limits of \$1m/\$1m/\$1m effective 10/1/21-10/1/22. Professional Liability Policy #PHPK2333467 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: Accredited Holdings, LLC, Accredited Insurance Ltd, hrQ, Inc, Landrum Administrative Services, Inc, Landrum Companies, Inc, Landrum Family Partnership, Ltd, Landrum Human resource Companies, Inc II, 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 Professional Employer Services, Inc V, LandrumHR SJR, Inc, LandrumHR Wokforce Solutions, Inc., LandrumHR Workforce Solutions, Inc, II, LandrumHR Workforce Solutions, Inc., III, Landrum Professional Employer Services Retirement Savings Plan.



ADDENDUM 1

January 7, 2022

RFP HR 08-22-Temporary Staffing Services

This addendum is being issued to answer questions received from potential respondents.

1. What is the estimated budget for this RFP? If unknown, please specify previous spending. The estimated budget is \$800,000. The previous spending is approximately \$575,000.
2. Please provide name of the current vendor providing the services with a copy of their proposal. Landrum, People Ready, Pace Setter-please use the referenced website to access the contracts: <https://myokaloosa.com/>
3. Kindly provide total number of temporary staffs on current assignment? 10
4. What are the most frequently used job categories in the subject matter RFP? Administrative
5. What is the average length of the assignment? Varies depending on department need.
6. Is there any preference for local vendor? No
7. Is it mandatory to utilize a sub-contractor? No
8. Kindly specify total number of FTE's working and current \$ value spent. Approximately 10 and approximately \$35,000 as of December 21
9. Please provide list of sections to be answered in the technical proposal so to avoid compliance issues. See RFP.
10. Please provide list of forms/attachments to be provided with the proposal. See RFP page 18 item number 18
11. Do we have to submit certificate of insurance with the proposal? Yes
12. Do we have to submit business license with the proposal? If yes, please specify state one or county one? Yes
13. Is it mandatory to have a local office in Okaloosa County? No

14. Will there be any preference in evaluation for a firm residing in Okaloosa County? No
15. Kindly confirm what we have to provide in the following query: "Business Credentials and Other – Provide sufficient information to demonstrate legal authority to do business in the state of the firm along with the credentials of any sub-consultant to perform the work. Indicate whether the firm and/or any sub-consultant are disadvantaged business enterprises. Show State of Florida licensing/registration qualifications of the firm and key personnel, along with Florida licensing/registration qualifications for any sub-consultants. The company will need to provide proof that they are certified to do business in the State of Florida. The vendor should be registered via the below website: <https://dos.myflorida.com/sunbiz/>.
16. What are the number of hours or spend per each position or classification code? Varies depending on department need.
17. What has the annual spend been over the last 3 years? Approximately \$1,500,000
18. How many vendors will be awarded as a result of this solicitation? The County has the right to award to multiple vendors.
19. What are the current billable hourly rates? Varies by contract.
20. What were the hourly bill rates at the time of award? Varies by contract.
21. How much was spent (dollar value) on this service last year? Estimated at \$572,000
22. Is there a Prevailing/Living wage requirement associated with this project? No The wage ranges & job descriptions are listed on the County Website under Employment Opportunities.
23. Are additional points awarded to firms who are or have Minority Business Enterprise (MBE) partners? No
24. What are the county's "normal payment process" (page 4)? Are payments made net 30 of invoice submission? - Length of time impacts markup. Net 30
25. How many temp staff were placed last year? HR does not track this information.
26. There seems to be contradictory information. Is it accurate to say that only one vendor will be awarded or multiple vendors? "The top ranked firm will be recommended to the Board of County Commissioners for approval. If the Board of County Commissioners agrees with the Selection Review Committee's recommendation, contract price negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm." OR "Contracts will be awarded to an Agency, or multiple Agencies whom are responsive, and responsible bidders meeting the specifications, terms and conditions and is determined to be the most advantageous to the County." Multiple vendors may be selected.
27. Can the County identify what vendors are supposed to do with page 43 "Proposal Sheet" or is this just for the County? Should a blank copy of this be submitted with the proposal? The vendor does not need to complete the Proposal Sheet. It is provided for informational purposes only.

28. What is the percentage of Clerical employees vs. non clerical employees that have been staffed in the past year? HR does not track this information.

29. Can you verify the telephone number for the Purchasing Office? 850-689-5960-it is listed incorrectly on page 2 of the RFP.

The RFP opening and time remain January 26, 2022 at 3:00 P.M.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2022

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 www.LibertyMutual.com	CONTACT NAME: Landrum Human Resource Companies, Inc. PHONE (A/C No. Ext): 850-476-5100 FAX (A/C, No): E-MAIL ADDRESS: COI@Landrumhr.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED LandrumHR Workforce Solutions, Inc. 219 E. Garden Street, Suite 500 Pensacola FL 32502														

COVERAGES **CERTIFICATE NUMBER:** 66331227 **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	ADDC/UBR INSD/LWVD	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 - COM/PROP AGG \$ OTHER \$
	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 <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per. accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
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 <input checked="" type="checkbox"/> N N/A	WA2-65D-428303-062	1/1/2022	1/1/2023	<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., 219 E. Garden Street, Suite 500 Pensacola, FL 32502.

CERTIFICATE HOLDER LandrumHR Workforce Solutions For Business Purposes Only	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 Chelsea Miller
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ADDENDUM 2

January 18, 2022

RFP HR 08-22-Temporary Staffing Services

This addendum is being issued to answer questions received from potential respondents.

1. How many workers under each job classification are required on a weekly basis? HR does not track this information; varies.
2. Are vendors required to bid on all positions/categories? No.
3. What are the bill rates and pay rates of your current vendors? See current contracts (3) on the below website:
<https://vrapp.vendorregistry.com/Contract/View/ContractList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>
4. What are any challenges or pain points with the present contract vendors? None noted to date.
5. Why is this solicitation being put out to bid? Current contract is expiring, with no renewals.
6. Are pay/bill ranges allowed? We are unsure what you mean by this question.
7. If multiple vendors are awarded, how are job tasks distributed? Based on cost, position, whether or not the vendor can fill the request.

The RFP opening and time remains January 26, 2022 at 3:00 P.M.

Making The Business Of People Easier



Landrum 

**LandrumHR Workforce Solutions, Inc.
Response to
Okaloosa County Board of
County Commissioners
RFP HR 08-22
Temporary Staffing Services**

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- L. Grant Funded Clauses
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January 26, 2022

Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, FL 32536

Re: Proposal for Temporary Staffing Services
RFP HR 08-22

Dear Selection Review Committee:

Thank you for giving LandrumHR Workforce Solutions, Inc. the opportunity to participate in the Request for Proposal for Temporary Staffing Services for Okaloosa County. Our hope is that we continue to stay connected to the goals of the County as it pertains to people and that in the process we evolve and expand upon the relationship that we have enjoyed with the County for over 10+ years.

Our intent remains focused, to provide Okaloosa County with access to the most qualified employees, at competitive rates and to deliver a level of responsiveness, service and value-add support that is unmatched across the Panhandle. Having been in business locally for over 50 years, LandrumHR has successfully managed and continues to manage numerous large volume accounts, including several different governmental entities across Santa Rosa, Escambia and Okaloosa Counties. Much of our success can be attributed to how deep and wide our reach is for job seekers across the Panhandle, our presence in the communities we serve along with the rigorous pre-screening process that we employ for all candidates.

Internally, LandrumHR maintains a Business Continuity Plan to ensure we remain operational after and during any catastrophic event that may occur locally. Our primary recruiting location, 6715 Plantation Rd, Pensacola, FL, 32504, remains powered by an emergency generator and our data storage platforms have multiple redundancy steps in various locations across the Southeast to ensure we are still able to operate and access our systems to support our clients.

In today's uncertain economic climate and ever-changing business landscape, it is also important to have key partnerships with suppliers that are financially stable and able to expand, if necessary, based on need and opportunity. Pertaining to temporary labor, that includes having a partner capable of taking on large weekly payrolls for projects, like election workers, or who are capable of quickly scaling and adding headcount in response to unforeseen events. The County can take solace in the fact that LandrumHR is Certified by the IRS, Accredited by ESAC, is SOC 1 compliant and we

adhere to the strictest financial auditing processes. Additionally, LandrumHR typically handles more than \$700M annually in payroll distributions.

With the competitive nature of the labor market today, stability in any environment is attained through strong attraction measures along with aggressive engagement and retention tools. At LandrumHR, all employees are eligible for health insurance in accordance with the Affordable Care Act. Additionally, we offer a complimentary Employee Assistance Program (EAP) to our employees and members of their immediate family and a company matching 401K plan. We build retention and loyalty through various recognition and feedback programs including Employee of the Month and Hire of the Homestand at Blue Wahoo's games. We solicit feedback on an employee's first day starting any new job and then we ask them to rate their experience with LandrumHR after their first week. We then touch base again after 30 days to ensure their assignment meets their expectations. In addition, LandrumHR offers holiday pay and other employee entertainment discounts across the Panhandle. For convenience, we offer multiple weekly pay options including direct deposit or a Visa debit card. We are in the process of rolling out same day pay options for individuals that receive tips and hope to expand that to all positions sometime in 2022. Lastly, LandrumHR has created an easy-to-use employee portal, MyLandrumHR, where individuals can access pay stubs and check history, prior W-2's as well as update their contact information and work availability.

As a locally owned, independent staffing firm, LandrumHR has scaled its business by being able to provide essential services that are tailored to the individual goals and needs of each of our clients. Our approach is best described as flexible, accommodating, agile and broad ranging and our long-standing client relationships, some of 25+ years of continuous service, along with our 50+ years in business, only reinforces the simple business model we were founded under – To provide great service, to operate ethically and to offer value in the prices paid for our services.

Thank you for your consideration.

Respectfully submitted,



James Howe

LandrumHR – Workforce Solutions
Corporate Vice-President

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 focused on solving our clients' unique people-related challenges.

Our Mission is ***"Working together to enrich lives"*** and to be the best source for people and jobs across the Panhandle. The LandrumHR team works diligently each 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 219 E. Garden Street, Suite 500, Pensacola, FL. 32502. In 2020, we renovated our former operations office at 6715 Plantation Road and dedicated it to our Staffing Services service line with the expressed intent to maintain a presence close to our candidate base and working employees. In early 2020, most of our local, corporate employees moved to remote working arrangements, which allows flexibility and scalability along with access to talent across the country. Today, we have a team of employees that rotate in the office each day to welcome and support our candidates, working employees and clients. Our transition to a more flexible, fluid and remote work environment also provides another level of business continuity in the event we have a catastrophic or unforeseen 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 Junior Achievement, Big Brothers/Big Sisters, Rotary Clubs, Relay for Life, WSRE-TV, Families First, and also our Military Community (Fleet and Family, Military Spouse Employment Partnership, TAPS, West Florida Defense Alliance), and much more. LandrumHR team members are generous, initiating internal fundraising events and contributing thousands of dollars to support local non-profit and community groups. For the last several years, LandrumHR has hosted “Breakfast with the Feds” for our local business community leaders, featuring a timely report from Federal Reserve officials on the state of the economy and economic trends in our geographic area. LandrumHR has led the way in educating business leaders across the country in many areas such as the Affordable Care Act, Fair Pay laws, COVID-19 Countermeasures and Safety Protocols and Payroll Protection Program loans through multiple webinars and training sessions. LandrumHR has been forefront whenever there is a need for local businesses to better understand how current issues may affect their people and their organizations.

Key Contacts

Jim Howe, CSP, Corporate 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 of all sizes but specializes with companies 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 worker performance. In addition, Jim has been instrumental in providing relevant market data to our community through various speaking engagements to ensure all businesses understand how to be more effective recruiting in a competitive hiring 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

Brenda Walter, Business Development Manager. Brenda has been with LandrumHR since April 2021. Prior to joining LandrumHR she worked in management for over 20 years and in staffing and recruiting for 10 years. Brenda works with our new business clients. She has a BA degree in Communication Arts/Public Relations from University of West Florida. BWalter@LandrumHR.com; 850-266-6202.

Team of seven Recruiters and Sourcers 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

Christy Arnold, General Counsel. She is available to our staff 24/7 to provide employment law expertise. Christy is also responsible for conducting compliance training for our internal staff. CArnold@LandrumHR.com

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 referred only on the basis of required skills, training, education and experience.

Recruiting and Screening

To quote Walt Disney; “You can dream, create, design and build the most wonderful place in the world...but it requires people to make the dream a reality.” At LandrumHR we’ve always and only been about ***Making the business of people easier***. Our team of dedicated Recruiters and Sourcing Specialists, in tandem with our Registration, On-Boarding and Compliance Teams, are committed to sourcing , screening, evaluating, and ultimately matching the best possible candidates to our clients’ requests. Our approach to solving this ever-growing challenge for our clients has been and continues to be grounded in our belief that recruiting is more than sourcing from or placing ads on a job board. As a result, we continually utilize a variety of recruiting methods from traditional, grassroots recruiting efforts to more advanced, technical means to reach a wide and diverse audience. To ensure we are maximizing all resources, our recruiting team, meets with our internal Marketing Team regularly to discuss recruitment strategies to attract more candidates as well as to review the effectiveness of our jobs page, social media, and community involvement. Additionally, together these teams explore innovative and creative ways to build our pipeline of candidates.

Being rooted in Northwest Florida for over 50 years, we believe that meeting individuals where they live, work and engage in our community is a vital part of attracting candidates. We’ve developed deep and wide partnerships with many local community groups and organizations as a way to reach individuals looking for employment in our communities. We are also connected with the local trade and technical schools along with our Community Colleges and Universities across the Panhandle where we help students and recent graduates with their career search. Because we have a large Military presence in our area, we’ve built out a dedicated Military Liaison role on our recruitment team, specifically to support our Military community. We play an active role in numerous, local military groups and participate in specific programs that assist transitioning military personnel and their spouses.

Our LandrumHR Jobs Page on our website continues to be our highest volume recruitment tool with word-of-mouth referrals a close second. Along with these traditional resources for recruiting, we also use digital ads on various social media platforms like Facebook, Twitter, Instagram, TikTok and LinkedIn. To round out our digital recruitment efforts, we use Indeed.com, CareerBuilder and individual landing pages on our LandrumHR jobs page. Additionally, we employ SEO (Search Engine Optimization)

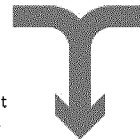
technology, geo-fencing and pay per click ads for keyword searches in specific geographic areas. Lastly, our ATS (Applicant Tracking System) system allows us advanced applicant and employee communication methods that include; mass texting and emailing for new or open jobs as well as the ability to sign up for job alerts that are texted to their phones.

All candidates that connect with LandrumHR, whether through a job fair, website, referral, etc. are contacted directly by our Registration Team or someone from our Recruiting Team. This personal touch begins the Candidate Experience process, which we believe manifests itself in a higher level of commitment and engagement from our employees. Each job seekers, regardless of if we're able to place them on a job right away or not, receives the same level of attention and follow up. Candidates that seem to be a fit for one of our openings then move forward in the hiring process are provided an electronic onboarding packet, which includes new hire paperwork such as; our application, Form I-9, a Background Check Release, W-4 withholding as well as an Employee Handbook with LandrumHR's policies and procedures. Once a conditional job offer is made, candidates are then scheduled to complete a drug screen and interview and a background screen is initiated. Ready to work, approved candidates go into Active & Available status in our ATS, so they show up in searches conducted to fulfill client requests. Below is a graphic depicting our hiring process and the individuals in our company that play a role in our hiring and on-boarding process.

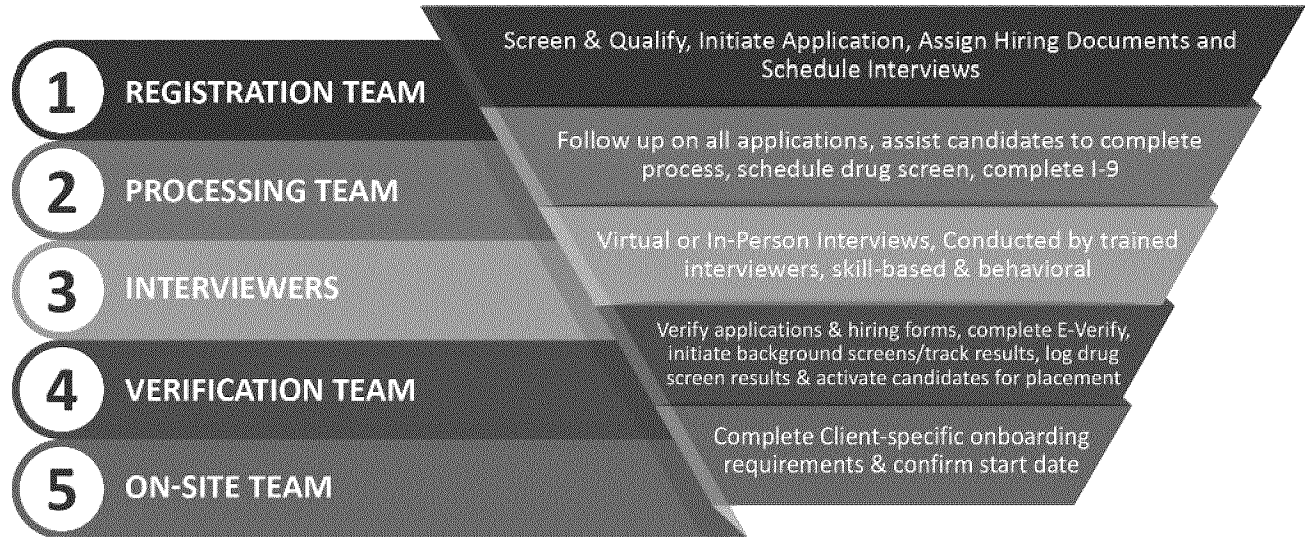
LandrumHR Hiring Process

RECRUITING SOURCES

- LandrumHR Website
- Local & LHR hosted Job Fairs
- Community Events & Sponsorships (Wahoo's & Ice Flyers)
- CareerSource Escarosa & State Unemployment
- PSC, UWF, NWFSC, George Stone, Locklin Tech



- Job Boards-Indeed, Monster, Careerbuilder
- Search Engine Optimization & Key Word Pay/Click
- Social Media - Facebook, TikTok, Twitter
- Grassroots flyers & bar codes
- Employee Referral Programs
- Internal Database with 10,000's of past employees



LandrumHR will help Okaloosa 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 imbalance where the demand for candidates is far outpacing the supply of available individuals. When coupled with the staggering figures associated with employees voluntarily quitting jobs each month, human resources teams are no longer able to focus on other demanding responsibilities or employee engagement and retention activities. Aligning with a trusted partner like LandrumHR can help bring balance to the County by allowing your HR Team to focus on mentoring, enriching and stabilizing its core staff while outsourcing the candidate attraction, evaluating and hiring to LandrumHR.

Any LandrumHR recruited employees placed on assignment at the County will be eligible for hire by the County at no cost, after completing 12 weeks on assignment through LandrumHR. If the County chooses to hire a LandrumHR recruited employee prior to completion of 12 weeks, the County may do so using the conversion fee schedule 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 Executive and Key Leadership roles or for positions/skill sets that are in high demand. In addition to increasing the number of candidates that would consider a position, the direct hire option also allows for employees to be eligible for any client benefits at an earlier date. Our Direct Hire fee is 20% of the employee's first year annualized 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.

For individuals placed by LandrumHR into temporary or temporary-to-hire positions, the County is able to transition them to the County's payroll, at no cost, after 12 weeks of service time. Should the County want to transition prior to 12 weeks, we do allow for early buyouts or conversions, for a fee. Our conversion fee is a pro-rated amount equal to 20% of the employee's first year annualized salary minus the percentage of time worked toward 12 weeks of service.

Example: Employee's annual salary is \$50,000 x 20% = \$10,000. Employee has worked 6 of the 12 weeks required, or 50%, leaving a total of 6 weeks remaining. Conversion fee would be \$10,000 – 50% or \$5,000.

*This excludes recruited employees by the County. The County can transition those employees any time with no fee associated.

Employee Guarantee

LandrumHR takes numerous steps to ensure the candidates we source, screen and select to work with our clients are the right fit for their position and environment. However, unforeseen personality or performance items may arise and in those select instances we want the impact to be as minimal as possible to Okaloosa County. As a result, we offer 2 guarantees;

1 – 8 hour unconditional guarantee in the event we significantly missed the mark in our placement of a candidate. If Okaloosa County notifies us within the first 8 hours of the assignment of the candidate not being a fit – Okaloosa County will not be billed for those first day hours worked;

2 – the ability to not invest more than 12-weeks of training in a position before being able to convert an LandrumHR employee to the County's payroll.

Example: Employee A works a total of 2 weeks, and the County is not satisfied with their performance. LandrumHR will replace Employee A with Employee B and Employee B will only have to complete the remaining 10 weeks of service time before becoming eligible to transition to the County's payroll.

*The above method excludes those employees sent to LandrumHR from the County as part of the Recruited bill rate method.

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.

If there are employees from other agencies working for the County that the County would like to transition to LandrumHR for cost savings or to consolidate to a single-source provider, LandrumHR will abide by the guidelines established by the American Staffing Association (ASA) pertaining to the

Transition of Existing Temporary Employees. Under these guidelines, employees and outgoing agencies will be provided with 30 days' notice of the impending change. LandrumHR will work with each employee impacted by the change and will help those individuals complete the LandrumHR hiring paperwork and on-boarding documents well in advance of their transition date. At the time of transition to LandrumHR, all hours worked by the employees on behalf of the County, will be recognized toward the conversion policy outlined above and for Holiday Pay recognition by LandrumHR.

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.

Testing and Training

LandrumHR is able to provide Aspiring Minds online assessment tools for our candidates. Candidates, depending on skillset, may be 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.

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.

LandrumHR employees have access to the following benefits and retention incentives:

- Florida Blue Health Insurance (ACA compliant)
- 401k
- Electronic time sheet entry
- Weekly pay day
- Direct deposit or pay card
- Employee recognition programs
 - TikTok drawings
 - Hire of the Homestand-baseball game tickets and throw the 1st pitch of the game
- Referral Bonus Program
- Employee Assistance Program (EAP)

LandrumHR bill rate includes:

Recruiting

- LandrumHR Website
- CareerBuilder
- Indeed
- LinkedIn
- Social Media
Facebook – TikTok – Twitter – Instagram
- 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
- Education checks (where applicable)
- Credit checks (where applicable)
- Motor Vehicle Record checks (where applicable)

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

Employee Assistance Program

To streamline its pricing offer, LandrumHR has amended its original pricing structure to include a single mark-up rate for each Workers Compensation category used by Okaloosa County. In addition, LandrumHR has bundled several different workers compensation codes to be able to offer only 4 different pricing tiers. Below are the 4 mark-up rates along with the corresponding workers compensation codes for each rate category:

29.0% Mark-up Rate = 8393, 8601, 8602, 8742, 8810, 8820, 8832, 8868, 8871, 9154

34.5% Mark-up Rate = 5606, 7403, 7520, 7580, 8292, 8380, 9014, 9410

37.5% Mark-up Rate = 7590, 9015, 9102

40.0% Mark-up Rate = 5506, 5509, 9402

No Bid = 5222, 6217, 7370, 7705, 7720

The below chart outlines the Recruited and Non-Recruited rates for each workers compensation category outlined by Okaloosa County in its pricing matrix.

WC Code	Recruited Mark-Up Rate	Non-Recruited Mark-Up Rate
5222	No Bid	No Bid
5506	40.0%	35.0%
5509	40.0%	35.0%
6217	No Bid	No Bid
7370	No Bid	No Bid
7403	34.5%	29.5%
7520	34.5%	29.5%
7580	34.5%	29.5%
7590	37.5%	32.0%
7705	No Bid	No Bid
7720	No Bid	No Bid
8292	34.5%	29.5%
8380	34.5%	29.5%
8393	29.0%	25.0%
8601	29.0%	25.0%
8602	29.0%	25.0%
8742	29.0%	25.0%
8810	29.0%	25.0%
8820	29.0%	25.0%
8832	29.0%	25.0%
8868	29.0%	25.0%
8871	29.0%	25.0%
9014	34.5%	29.5%
9015	37.5%	32.0%
9102	37.5%	32.0%
9154	29.0%	25.0%
9402	40.0%	35.0%
9410	34.5%	29.5%

**A Volume Discount equal to -1.0% in mark-up rate will be applied, once \$450K in Annual Spend is reached with LandrumHR. Recruited and Non-Recruited billing will count towards the \$450k annual spend – however the -1.0% discount will only be applied towards the mark-up rate of recruited positions.*

Exhibit A

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
5222	<p>CONCRETE CONSTRUCTION IN CONNECTION WITH BRIDGES OR CULVERTS</p> <p>Applies only when clearance is more than 10 feet at any point or entire distance between terminal abutments exceeds 20 feet. Includes making, setting up or taking down forms, scaffolds, false work or concrete distributing apparatus; the mfg. of concrete piles at the job location; and the pouring of concrete into hollow steel piles. The term "clearance" in the case of bridge construction over water is interpreted to mean the greatest distance between mean high water level and the under portion of the bridge. The term clearance in the case of bridge construction over dry land refers to the greatest distance between the ground and the under portion of the bridge. The term clearance in the case of culvert construction means the maximum inside measurement at the location of maximum height of the culvert from top to bottom. In determining distance in the case of culverts, the sides of the culvert abutting the fill of the road are considered as the abutments since they are retaining the pressure of the earth fill. In bridge construction, the abutments are the concrete buttresses supporting the extreme ends of the bridge. In the case of concrete bridges or culverts that do not meet the qualifications contained herein, the concrete work incidental thereto would be assigned to Code 5213. Applies to the construction or erection of chimneys of an industrial or commercial nature. Contemplates construction or erection of chimneys in their entirety including stone, brick or concrete chimneys and includes the laying of foundations.</p>	Unable to provide	

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</p>	31.8% - 42.3%	30% - 37.7%
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Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>or cleaning the existing surface and the application of the resurfacing material as well as scraping existing dirt or gravel roads including re-graveling 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 of this Code as do specialist contractors engaged in asphalt laying on top of already constructed highways and the spraying of roads with liquid asphalt. Applied 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>		
5509	<p>STREET OR ROAD MAINTENANCE OR BEAUTIFICATION & DRIVERS</p> <p>No construction. Applicable to any or all of the following operations: laying out of grounds preliminary to planting, including incidental leveling or grading; planting on right-of-way; weed or grass cutting; repair or maintenance of culverts; erection or removal of road markers, signs or guardrails; road marking; dust laying; brush removal. Applicable to operations described above including contractors who operate a truck-mounted hydro-mulcher which will chop hay or straw, mix it with grass, seed and water and shoot it out along roadsides and embankments; contractors who will install guardrails along roadways and handrails on pedestrian bridges, place metal signs, metal fencing, metal light poles and attenuators; contractors who will cut joints in concrete runways, streets or roads and reseal the joints, and also paint marking stripes at airports. Applicable to the creation and resealing of pavement joints.</p>	32.4% - 46.2%	30% - 43.6%
6217	EXCAVATION & DRIVERS NOC	Unable to provide	

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>Applied to specialist contractors engaged in general excavation including ditch digging, burrowing, filling or backfilling provided such operations are not otherwise classified in the manual. The operations involve the removal of earth, small boulders and rocks by power shovels, trench diggers or bulldozers and piling it at the job site for backfill. The material may also be removed by dump trucks for fill in some other area. Includes excavation in connection with building foundations, swimming pools, landscape gardening and waterproofing operations. This classification also is applied to specialist contractors engaged in grading land and landfilling, provided these operations are not otherwise classified in the manual. The classification includes ditch digging, burrowing, filling or backfilling, and operations such as scraping, cutting, piling or pushing the earth to rearrange the terrain. These operations utilize equipment such as bulldozers, motor graders and carryalls. The classification includes grading involved in airport construction, grading of land preparatory to construction or planting, grading of parking lots, etc.</p>		
7370	<p>TAXICAB CO.: ALL OTHER EMPLOYEES & DRIVERS</p> <p>Applies to taxicab drivers and all other employees except those employees who qualify for separate classifications such as garage employees, clerical employees and outside salespersons. Applies to noncertified, nonemergency transports.</p>	Unable to provide	
7403	<p>AVIATION-ALL OTHER EMPLOYEES & DRIVERS</p> <p>Applies to ground personnel such as, but not limited to, maintenance and service personnel, cargo and baggage handlers, ticket sellers or information clerks at airports, and security personnel. The personnel may be employed by scheduled air carriers, commuter air carriers, supplemental air carriers, or any other commercial aviation operators, including helicopter services.</p>	27.5% - 40%	26.5% - 37.5%
7520	<p>WATERWORKS OPERATION & DRIVERS</p> <p>Includes store employees, meter readers. Covers 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</p>	26% - 40.5%	24.5% - 35.5%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	maintenance of water mains, water pipes, taps, meters and fire plugs are contemplated by this Code. When these operations are performed by entities not engaged in the operation of a water plant, the appropriate installation, repair or maintenance code that describes the entity's particular operation is applied to same.		
7580	<p>SEWAGE DISPOSAL PLANT OPERATION & DRIVERS</p> <p>This classification covers all operations of a sewage disposal plant that can be operated by a municipal board or commission or a private company. The plant can dispose of sewage by a number of methods, the most common of which are plain sedimentation, chemical coagulation, biological processes and various combinations of these three. These processes kill bacteria and speed up decomposition so that raw sewage is not dumped into waterways or incinerated. The extension of pipelines is contemplated by this Code as well as repair and maintenance on same.</p>	24.8% - 39.3%	23.3% - 34.3%
7590	<p>GARBAGE WORKS</p> <p>Applicable to garbage reduction plants. Applicable to these plants whether they are operated by the public or private sector.</p>	27.8% - 42.3%	26.3% - 37.3%
7705	<p>AMBULANCE SERVICE COMPANIES AND EMS (EMERGENCY MEDICAL SERVICE) PROVIDERS & DRIVERS</p> <p>Ambulance services, emergency medical services (EMS), rescue and first aid squads, and lifesaving crews respond to emergency and nonemergency calls to help the ill and injured, extricate victims when necessary, administer first aid and/or more advanced medical treatment, and provide transportation to a medical facility. Such services can be provided by different types of organizational entities such as private ambulance services (for profit and nonprofit), hospitals, county or government-based services, fire departments, or a combination of the above. There are established certification requirements for ambulance/EMS providers. These requirements apply regardless of the type of organization. Typically, an ambulance must contain two certified individuals to operate. Generally, workers will take turns as drivers of the ambulance. Crew members of ambulance, EMS, and rescue squad providers may have various occupational titles including but not limited to: First Responders, Paramedics, Emergency Medical Technicians (EMTs).</p>	Unable to provide	
7720	POLICE OFFICERS & DRIVERS	Unable to provide	

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<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 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. 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>		
8292	<p>STORAGE WAREHOUSE NOC</p> <p>Applied to insureds engaged in the warehousing or storage of general merchandise for other business concerns provided such operations are not otherwise classified in the Basic Manual. Firms falling within the scope of this classification have no equity in the merchandise they store. This Code's operations involve the care and maintenance of the warehouse and its equipment and the receiving, safekeeping and subsequent release of the merchandise from storage. Such merchandise is usually stored over long periods of time and there is no exposure to constant piling or breaking down of the merchandise. This Code is assigned to the storage of bulk materials such as dry cement and rice, coffee, potatoes, peanuts or other nonperishable food products.</p>	26.2% - 40%	24% - 35.4%
8380	AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	25.5% - 40%	24% - 35%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>Applied to insureds operating service stations and gasoline stations which 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, ignition systems, chassis and bodies. This Code additionally contemplates major mechanical repair work such as engine or transmission overhauls, valve work, extensive or complex ignition and electrical systems repair, body and paint work, etc. Specialist shops such as those engaged in 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 contemplated by this Code. Applies to insureds that operate new and/or used automobile, van, truck, motorcycle or golf cart sales or service agencies. These insureds 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 of automobile sales or service agencies who engage exclusively in repossessing activities, or automobile salespersons who engage in both repossessing and selling activities, are classified to this Code. Employees (usually referred to as service writers) who greet customers 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 sales and 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>		
8393	<p>AUTOMOBILE BODY REPAIR</p> <p>Applies to insureds who are engaged in the business of metal, fiberglass and plastic automobile body repair work including incidental upholstery and painting. Estimators employed by these automobile body shops indicate the repairs needed and quote prices to customers who have driven to the shops or had their cars towed in. Repair of the automobile bodies may involve the removal of panels or other parts which may require the use of an acetylene torch; realignment of bent frames</p>	21.8% - 35.6%	20% - 31%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>by heating and bending with hydraulic equipment; hand forming of replacement parts; welding of replacement parts to the bodies; repair or replacement of upholstery; replacement of broken glass and sanding and painting of the repairs. All employees engaged in these body repair operations as well as the estimators are contemplated within the scope of this classification. Van conversion operations conducted by specialists also are assigned by analogy to this Code. Previously manufactured vans are usually customized according to individual specification and may involve cutting openings into the sides and tops of the vans for installation of windows, portholes or vents; carpeting and upholstering the interior floors and walls; and installation of couches, special lighting fixtures, stereos, refrigerators, etc. Subsequent to these operations, decorative painting of the exterior of the vans is usually undertaken. All of the employees of these van conversion specialists are contemplated within the scope of this classification. This Code includes insureds that repair small dents in automobiles using a hand tool. A technician inserts the tool against the area to be repaired and using leverage, forces the dent out, putting the metal back in its original shape. Unlike typical automobile body shops, no power tools are used and no painting is performed. The procedure described above may be performed at the insured's shop or at a customer's premises.</p>		
8601	<p>ARCHITECTURAL OR ENGINEERING FIRM-INCLUDING SALESPERSONS & DRIVERS This Code is applicable to insureds engaged in the architectural or engineering profession as a separate and distinct business. Operations conducted by these firms usually include consultations with clients; research on behalf of clients; site inspections; and the compilation of information to enable these firms to make recommendations to their clients. These recommendations may be in the form of written or electronic media and include plans, maps, charts, and specifications. This Code includes, but is not limited to, the following type of engineering firms: mechanical, civil, electrical, chemical, mining, metallurgical, marine, and industrial.</p>	19.9% - 33.3%	18.1% - 28.7%
8602	<p>SURVEYORS, TIMBER CRUISERS, OIL OR GAS GEOLOGISTS OR SCOUTS, & DRIVERS</p> <p>Applicable to insureds that survey land as a separate and distinct business. Survey work done in support of an entity's principal business shall be rated with the principal business. Survey work can be done on undeveloped land, developed land, and roadways, etc., but not underground. Assigned to independent timber cruisers and timber buyers. It is also assigned to workers who</p>	20.5%-34.3%	18.7% - 29.7%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>exclusively spot and mark infected trees and designate which trees are to be sprayed or otherwise treated and which are to be destroyed. Geologists or scouts of oil and gas fields and independent specialists are included in this class. They include lease buyers who, as any part of their duty, perform work similar to that undertaken by oil or gas geologists or scouts. Their duties include reviewing court records, interviewing lease holders, securing prospective oil- or gas-producing land data, and observing development and production of leases. The geologists procure core or shale samples at drilling locations, which are taken to the office for study. They do not accompany seismograph or geophysical exploration crews on surveys or take part in any of the field work such as the actual drilling, but they may visit the drilling site. The scout keeps the company informed of all events of interest in his or her territory, attends all meetings of legal importance, obtains information regarding the operation of each well in his or her territory, and reports the findings on oil or gas development work.</p>		
8742	<p>SALESPERSONS OR COLLECTORS-OUTSIDE</p> <p>Applied to outside salespersons or collectors. Since these employees are common to many businesses, they are considered to be Standard Exceptions.</p>	19.2% - 33%	17.4% - 28.5%
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>	20.7% - 35.2%	19.2% - 30.2%
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</p>	20.7% - 35.2%	19.2% - 30.2%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>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>		
8832	<p>PHYSICIAN & CLERICAL</p> <p>Primarily intended to apply to medical providers that operate in a typical doctor's office environment. The classification contemplates physicians, dentists, other employees providing medical services, domestics or other maintenance personnel engaged exclusively in cleaning or maintaining the portion of an insured's premises used for professional purposes and clerical office employees. This Code contemplates clerical operations, whether performed in the physician's office or elsewhere, such as in a centralized location completely separate and apart from the areas where professional services are performed. Employees of a physician's office that is located in a hospital, who are employed by the physician and not employed by the hospital, are properly classified to this Code. Outpatient mental health clinics where full-time or part-time psychologists and social workers interview and counsel patients have also been considered within the scope of this classification.</p>	19.2% - 33%	17.4% - 28.4%
8868	<p>COLLEGE-PROFESSIONAL EMPLOYEES & CLERICAL</p> <p>Applied 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</p>	19.4% - 33.2%	17.6% - 28.6%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	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.		
8871	CLERICAL TELECOMMUTER EMPLOYEES	20.7% - 35.2%	19.2% - 30.2%
9014	<p>JANITORIAL SERVICES BY CONTRACTORS-NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS</p> <p>Assigned to insureds that primarily provide janitorial services for others. Janitorial services are defined as keeping a building clean by routine dusting; mopping, vacuuming, waxing, or polishing floors; emptying trash; cleaning or washing interior walls; and cleaning, sanitizing, and deodorizing restrooms. Assigned to janitorial service companies that perform various types of maintenance or minor repair work for upkeep of a building. To qualify for this Code, maintenance or minor repair work must take place along with janitorial services that would ordinarily be assigned to this Code. These maintenance or minor repair operations may include, but are not limited to, painting, cleaning windows, changing light bulbs, assisting occupants in the placement of furniture, replacing glass panes, clearing drains, and cleaning carpets.</p>	25.2% - 39%	23.4% - 34.4%
9015	<p>BUILDING OR PROPERTY MANAGEMENT-ALL OTHER EMPLOYEES</p> <p>Applicable to owners, lessee, or real estate management firms that operate office, apartment, tenement, mercantile or industrial buildings. It encompasses all superintendents, custodial and maintenance operations conducted by an owner or lessee of a building except those performed by an insured occupying the entire or a major portion of the building for manufacturing, mercantile or other commercial purposes. Camp operations contemplated by this Code provide overnight accommodations and offer a wide range of activities such as swimming, boating, archery, fishing, hiking, arts and crafts, and sports such as tennis and softball as well as 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>	27.5% - 42%	26% - 37%
9102	<p>PARK NOC-ALL EMPLOYEES & DRIVERS</p> <p>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</p>	27.5% - 42%	26% - 37%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	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.		
9154	<p>THEATER NOC: ALL OTHER EMPLOYEES.</p> <p>Assigned to "all other employees" of theaters, that is, those employees other than players, entertainers or musicians and those employees qualifying under the Standard Exception Classifications rule of the Basic Manual. Such employees specifically enumerated to this classification are managers, stagehands, box office employees, ushers and motion picture operators. This classification also applies to stagehands, box office employees and ushers employed by a traveling theater production company and to such employees where the theatrical production company conducts its operations in auditoriums, stadiums, arenas and tents, as well as outdoor productions in parks, etc. This Code is assigned to stagehands and other employees directly connected with the theatrical production activity of a dinner theater when the theater operations predominate, that is, the payroll normally assignable to the theater classifications is more than 50% of the total payroll.</p>	19.5% - 33.3%	18.5% - 28.7%
9402	<p>STREET CLEANING & DRIVERS</p> <p>Applied 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</p>	30.9% - 44.7%	29.1% - 40.2%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>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 sewers where material and other refuse from the street is likely to accumulate. Street mains, which are usually large, require the use of heavy non-portable 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>		
9410	<p>MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC</p> <p>Includes employees engaged in laboratory work, inspectors of the Board of Health, electrical inspectors, building inspectors and similar operations. This Code contemplates governmental occupations enumerated in its footnote 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>	24.3% - 38.8%	22.8% - 33.8%

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' Human Resources Specialist 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 Corporate Vice President of LandrumHR Workforce Solutions, Jim Howe, 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' Human Resources Specialist 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 Corporate Vice President of LandrumHR Workforce Solutions, Jim Howe, 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.

Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage

	\$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full

responsibility.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

Attachment “C”

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.*).

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*].

The Corporate Vice President _____ On behalf of
LandrumHR Workforce Solutions, Inc. the *contractor* is authorized to sign below and confirm
the *contractor* is fully able to comply with these requirements, federal terms and conditions and
has on made any inquiries and further examination of the law and requirements as is necessary to
comply.

DATE: 3-22-2022

SIGNATURE: 

COMPANY: LandrumHR Workforce Solutions NAME: James E. Howe

ADDRESS: 219 Garden Street
Suite 500
Pensacola, FL 32502

TITLE: Corporate Vice President

E-MAIL: jhowe@landrumhr.com

PHONE NO.: 630-202-3523

Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 3-22-2022

SIGNATURE: 

COMPANY: LandrumHR Workforce Solutions Inc.

NAME: James E. Howe

TITLE: Corporate Vice President

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____