

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/18/2021

Contract/Lease Control #: C17-2535-HR

Procurement#: RFP HR 07-17

Contract/Lease Type: CONTRACT

Award To/Lessee: LANDRUMHR WORKFORCE SOLUTIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/08/2017

Expiration Date: 03/07/2022

Description of: TEMPORARY EMPLOYEE STAFFING

Department: HR

Department Monitor: SISSON

Monitor's Telephone #: 850-689-5870

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

Closed:

Cc: BCC RECORDS



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	
INSURER(S) AFFORDING COVERAGE		
INSURER A : Philadelphia Indemnity Insurance Company		NAIC # 18058
INSURER B : Beazley Insurance Company Inc		
INSURER C : Landmark American Insurance Company		33138
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Landrum Human Resource Companies, Inc
 219 E. Garden Street, Suite 500
 Pensacola, FL 32502

COVERAGES CERTIFICATE NUMBER: JK9MYKND REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 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 - COMP/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 DED 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 <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						PER STATUTE	OTHR
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A B C	Commerical Crime Professional Liability			PHSD1664558 PHPK2333467	10/01/2021	10/01/2022	Employees Dishonest Acts	\$ 2,000,000 \$ \$
							Each Claim	\$ 2,000,000
							Aggregate	\$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be The above General Liability and Automobile policies have Blanket Additional Insured and Blank Form Policy and as such, follows the General Liability and Automobile for the Blanket Addition Waiver of Subrogation are automatically included as required by written contract and/or agree Designated Project Limits of Insurance at \$3,000,000 Designated Project Aggregate Limit and follow form; all subject to the terms, conditions and exclusions within the policy. EPLI - Beazley Made/Retention-\$50,000-\$3,000,000 MAXIMUM LIMIT OF LIABILITY FOR EACH CLAIM. \$3, PUNITIVE, EXEMPLARY AND MULTIPLE DAMAGES LIMIT OF LIABILITY. \$7,000,000 MAX Max Limit of Liability Each Claim per client company \$1,000,000 Max Aggregate of Liability Ea (continued next page)

CONTRACT#: C17-2535-HR
LANDRUMHR WORKFORCE SOLUTIONS, INC.
TEMPORARY EMPLOYEE STAFFING
EXPIRES: 03/07/2022

CERTIFICATE HOLDER CANCELLATION

Okaloosa County BCC
 302 N. Wilson Street
 2nd Floor, Suite 203
 Crestview, FL 32536

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2021

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PRODUCER Liberty Mutual Insurance Co. National Insurance East
INSURED LandrumHR Workforce Solutions, Inc.
CONTACT NAME: Landrum Human Resource Companies, Inc.
PHONE: 850-476-5100
E-MAIL ADDRESS: COI@Landrumhr.com

COVERAGES CERTIFICATE NUMBER: 61396033 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage for Employees of LandrumHR Workforce Solutions, Inc., 6723 Plantation Road, Pensacola, FL 32504.

CONTRACT#: C17-2535-HR
LANDRUMHR WORKFORCE SOLUTIONS, INC.
TEMPORARY EMPLOYEE STAFFING
EXPIRES: 03/07/2022

CERTIFICATE HOLDER Okaloosa County BCC
CANCEL SHOULD THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE LiAnna Whitfield

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

Procurement/Contract/Lease Number: C17-2535 HR Tracking Number: 420321
Procurement/Contractor/Lessee Name: Landrum HR Grant Funded: YES ___ NO X
Purpose: Amendment #4
Date/Term: 3-7-2022 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: _____
Department: HR Dept. Monitor Name: Sisson

Purchasing Review

Procurement or Contract/Lease requirements are met:
Oketa Proor Date: 1-11-2021
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
no federal funds Date: _____
Grants Coordinator Gillian Gordon

Risk Management Review

Approved as written: _____ Date: 1-14-21
see email attached
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: _____ Date: 1-15-2021
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: Friday, January 15, 2021 1:10 PM
To: DeRita Mason; Parsons, Kerry
Subject: Re: C17-2535-HR final amendment/renewal

This is approved to legal sufficiency.

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: Friday, January 15, 2021 1:17:37 PM
To: Lynn Hoshihara; Parsons, Kerry
Subject: RE: C17-2535-HR final amendment/renewal

See attached with revisions.

DeRita Mason



DeRita Mason, CFPB
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."

From: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Sent: Friday, January 15, 2021 10:30 AM
To: DeRita Mason <dmason@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>

**FOURTH AMENDMENT TO CONTRACT C17-2535-HR
LANDRUMHR WORKFORCE SOLUTIONS, INC.**

This Fourth Amendment made and entered into this 16th day of Feb., 2021, hereby renews and amends contract C17-2535-HR, dated March 8, 2017, by and between Okaloosa County, Florida, (hereinafter the "County") and LandrumHR Workforce Solutions, Inc. (hereinafter the "Contractor").

WHEREAS, on March 8, 2017, the County and Contractor entered into a contract, C17-2535-HR, which provides temporary employee staffing for the County; and

WHEREAS, the County and Contractor wish to renew for one (1) final year beginning on March 8, 2021; and

WHEREAS, the County and Contractor wish to add additional pay rates listed under Exhibit "A" for the year 2021, which is attached and incorporated per this amendment and listed below.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C17-2535-HR as follows:

1. C17-2535-HR is hereby renewed for one (1) additional year, the term will begin on March 8, 2021 and end on March 7, 2022.
2. C17-2535-HR is hereby amended to incorporate Exhibit "A", 2021 Okaloosa County pay rates attached hereto and incorporate herein.
3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

LANDRUMHR WORKFORCE SOLUTIONS, INC.
FLORIDA

Mandy Sacco
By: Mandy Sacco, President
Date: 2-3-21

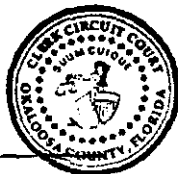
OKALOOSA COUNTY,

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman
Date: 02/16/2021



ATTEST:

J.D. Peacock II
Clerk of Circuit Court



CONTRACT#: C17-2535-HR
LANDRUMHR WORKFORCE SOLUTIONS, INC.
TEMPORARY EMPLOYEE STAFFING
EXPIRES: 03/07/2022

Proposed 2021 Okaloosa County Rates

Recruited

Pay Ranges with Applicable percentage markups - Recruited by Landrum
 Workers' Compensation
 Classification

	\$8.65-\$9.99	\$10.00-\$12.00	\$12.01-\$14.50	\$14.51-\$16.50	\$16.50-\$20.00	\$20.01-\$28.00	\$28.01 and above
5506	51.4%	46.2%	42.3%	39.6%	37.2%	33.9%	32.4%
5509	53.0%	48.8%	45.0%	42.1%	39.5%	36.5%	35.0%
5606	42.5%	37.5%	33.7%	30.9%	28.5%	25.2%	24.0%
7403	47.8%	42.5%	38.0%	35.1%	32.3%	30.1%	28.0%
7520	45.6%	40.5%	36.0%	33.1%	30.3%	28.1%	26.0%
7580	44.4%	39.3%	34.8%	31.9%	29.1%	26.9%	24.8%
7590	47.6%	42.3%	37.8%	34.9%	32.1%	29.9%	27.8%
8264	48.0%	42.7%	38.2%	35.3%	32.5%	30.3%	28.2%
8292	45.8%	40.0%	36.1%	33.4%	31.0%	27.7%	26.2%
8380	45.1%	40.0%	35.5%	32.6%	29.8%	27.6%	25.5%
8385	37.5%	32.3%	29.2%	27.1%	25.1%	22.5%	21.3%
8393	41.0%	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%
8601	38.5%	33.3%	29.4%	26.6%	24.2%	21.4%	19.9%
8602	39.5%	34.3%	30.4%	27.7%	25.2%	21.9%	20.5%
8742	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8810	40.3%	35.2%	30.7%	27.8%	25.0%	22.8%	20.7%
8820	40.3%	35.2%	30.7%	27.8%	25.0%	22.8%	20.7%
8832	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8868	38.4%	33.2%	29.3%	26.6%	24.1%	20.9%	19.4%
8871	40.3%	35.2%	30.7%	27.8%	25.0%	22.8%	20.7%
9014	44.7%	39.0%	35.1%	32.4%	29.9%	26.6%	25.2%
9015	47.1%	42.0%	37.5%	34.6%	31.8%	29.6%	27.5%
9060	42.6%	39.9%	37.3%	35.2%	33.8%	30.3%	28.2%
9102	47.1%	42.0%	37.5%	34.6%	31.8%	29.6%	27.5%
9154	40.5%	33.3%	29.4%	26.7%	24.2%	20.9%	19.5%
9402	49.3%	44.7%	40.9%	38.1%	35.7%	32.4%	30.9%
9410	43.9%	38.8%	34.3%	31.4%	28.6%	26.4%	24.3%

Proposed 2021 Okaloosa County Rates

PRA

Pay Ranges with Applicable percentage markups - Referred by Okaloosa County

Workers' Compensation

Classification

	\$8.65-\$9.99	\$10.00-\$12.00	\$12.01-\$14.50	\$14.51-\$16.50	\$16.50-\$20.00	\$20.01-\$28.00	\$28.01 and above
5506	44.7%	41.6%	38.5%	36.4%	34.4%	31.8%	30.6%
5509	47.0%	43.8%	40.5%	38.1%	36.5%	34.5%	33.5%
5606	36.5%	32.5%	29.2%	26.9%	25.5%	23.2%	22.5%
7403	41.8%	37.5%	33.5%	31.1%	29.3%	28.1%	26.5%
7520	39.6%	35.5%	31.5%	29.1%	27.3%	26.1%	24.5%
7580	38.4%	34.3%	30.3%	27.9%	26.1%	24.9%	23.3%
7590	41.6%	37.3%	33.3%	30.9%	29.1%	27.9%	26.3%
8264	42.0%	37.7%	33.7%	31.3%	29.5%	28.3%	26.7%
8292	39.2%	35.4%	32.3%	30.2%	28.2%	25.6%	24.0%
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8601	31.9%	28.7%	25.6%	23.4%	21.5%	19.4%	18.1%
8602	32.9%	29.7%	26.6%	24.4%	22.5%	19.9%	18.7%
8742	32.7%	28.5%	25.4%	23.2%	21.2%	18.6%	17.4%
8810	34.3%	30.2%	26.2%	23.8%	22.0%	20.8%	19.2%
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8868	31.8%	28.6%	25.5%	23.3%	21.4%	18.8%	17.6%
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9154	33.9%	28.7%	33.0%	30.6%	28.8%	27.6%	26.0%
9402	44.4%	40.2%	37.1%	34.9%	33.0%	30.3%	29.1%
9410	37.9%	33.8%	29.8%	27.4%	25.6%	24.4%	22.8%

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/05/2020

Contract/Lease Control #: C17-2535-HR

Procurement#: RFP HR 07-17

Contract/Lease Type: CONTRACT

Award To/Lessee: LANDRUMHR WORKFORCE SOLUTIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/08/2017

Expiration Date: 03/07/2021W/1 1 YR RENEWAL

Description of TEMPORARY EMPLOYEE STAFFING

Department: HR

Department Monitor: SISSON

Monitor's Telephone #: 850-689-5870

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

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	CMeCertProduction@LibertyMutual.com
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURED Landrum Human Resource Companies, Inc., Etal 6723 Plantation Road Pensacola FL 32504-0698	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 59359548

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA2-65D-428303-061 WC2-651-291281-161	1/1/2021 1/1/2021	1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 leased to but not subcontractors of D&B Builders, Inc., 670 Molino Road, Molino, FL 32577. Waiver of subrogation is included in favor of the certificate holder, where required by written contract, and where applicable by law

CONTRACT#: C17-2535-HR
 LANDRUMHR WORKFORCE SOLUTIONS, INC.
 TEMPORARY EMPLOYEE STAFFING
 EXPIRES: 03/07/2021 W/1 1 YR RENEWAL

CERTIFICATE HOLDER

Okaloosa County
 5479A Old Bethel Road
 Crestview FL 32536

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roberta Johnson

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2020

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		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Guarantee & Liability Ins Co		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


COVERAGES **CERTIFICATE NUMBER:** UJTV46ZX **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 OTHER:	X X	PRA 5908811-07	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X X	PRA 0991842-00	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		UMB 6513024-07	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<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 Professional Liability		PRA 5908811-07 PRA 5908811-07	10/01/2020	10/01/2021	Employees Dishonest Acts \$ 1,000,000 \$ Each Claim \$ 2,000,000 Aggregate \$ 3,000,000 \$

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

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

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 302 N. Wilson Street, Suite 203 Crestview, FL 32536	CAI ST TH AC	CONTRACT#: C17-2535-HR LANDRUM HR WORKFORCE SOLUTIONS, INC. TEMPORARY EMPLOYEE STAFFING EXPIRES: 03/07/2021 W1 1 YR RENEWAL
	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		ISSUE DATE: 11/10/2020	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

(continued from previous page)

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

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

Procurement/Contract/Lease Number: 017-2535-HR Tracking Number: 3745-20
Procurement/Contractor/Lessee Name: London Grant Funded: YES ___ NO X
Purpose: Renewal / amendment
Date/Term: 3-7-21 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: HR 3. \$50,000 OR LESS
Dept. Monitor Name: Sssm

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 12-30-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no needed funds

Grants Coordinator Danielle Garcia Date: _____

Risk Management Review

Approved as written: see email attached

Edith Gibson or Karen Donaldson Date: 12-31-19

County Attorney Review

Approved as written: see email attached

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 1-5-20 ; 1-15-20

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, January 15, 2020 12:39 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C17-2535-HR Landrum

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, January 10, 2020 10:07 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C17-2535-HR Landrum

Kerry,

You have previously approved this, however, I was just informed that they had a name change. I have made the changes and highlighted for easy review. Please let me know if this is okay to move forward with.

Thank you,

DeRita Mason



DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Sunday, January 5, 2020 5:37 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: C17-2535-HR

Amendment No. 3 is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, December 30, 2019 11:56 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2535-HR

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Karen Donaldson
Sent: Tuesday, December 31, 2019 10:54 AM
To: DeRita Mason
Subject: RE: C17-2535-HR

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com

Risk Management has moved
Please note new Address



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: Monday, December 30, 2019 10:56 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C17-2535-HR

Please review and approve.

Thank you,

DeRita Mason



CONTRACT#: C17-2535-HR
LANDRUM STAFFING SERVICES, INC.
TEMPORARY EMPLOYEE STAFFING
EXPIRES: 03/07/2021 W1 1 YR RENEWAL

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
LANDRUMHR WORKFORCE SOLUTIONS, INC.
CONTRACT NO. C17-2535-HR**

This Third Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Landrum Staffing Services, Inc., executed this _____ day of **MAR 03 2020**, 20____, is made a part of the original Agreement dated March 8, 2017, Contract No. C17-2535-HR (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their third one year option to renew the original Agreement for an additional one (1) year term in accordance with Section 3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence March 8, 2020 and shall terminate no later than March 7, 2021.

Company name is being changed from Landrum Staffing Services, Inc, to LandrumHR Workforce Solutions, Inc.

See Attachment "B" for updated Rates.

3. **INSURANCE.** Effective for the term of renewal, the parties wish to amend the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section ____ of the original Agreement ("Compensation") and/or any amendments thereto; or

Exhibit "A" of the original Agreement ("Compensation") shall be revised as follows:

See Attachment "B" for updated Rates

5. **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 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 "C". 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.

6. **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.

7. **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 "D".

b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain



compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated March 8, 2017 and any amendments thereto, shall remain in full force and effect.

9. **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:

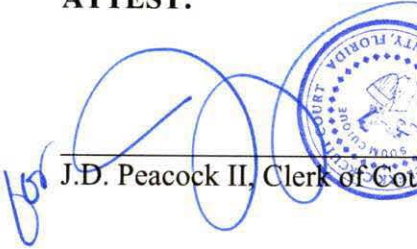

Signature

JAMES E. HOWE
Print Name

BY: Landrum HR Workforce Solutions, Inc.

ATTEST:

OKALOOSA COUNTY, FLORIDA


J.D. Peacock II, Clerk of Courts


BY: Robert A. "Trey" Goodwin, III, Chairman





ATTACHMENT "A"
Insurance Requirements

Contract No. _____



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.
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.

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, 5479A Old Bethel Road, 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 "B"
Proposed 2020 Okaloosa County Rates

Contract No. _____

Proposed 2020 Okaloosa County Rates

Recruited

Pay Ranges with Applicable percentage markups - Recruited by Landrum

Workers' Compensation
Classification

	\$8.56 - \$9.99	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
5506	51.4%	46.2%	42.3%	39.6%	37.2%	33.9%	32.4%
5509	53.0%	48.8%	45.0%	42.1%	39.5%	36.5%	35.0%
5606	42.5%	37.5%	33.7%	30.9%	28.5%	25.2%	24.0%
7403	47.8%	42.5%	38.0%	35.1%	32.3%	30.1%	28.0%
7520	45.6%	40.5%	36.0%	33.1%	30.3%	28.1%	26.0%
7580	44.4%	39.3%	34.8%	31.9%	29.1%	26.9%	24.8%
7590	47.6%	42.3%	37.8%	34.9%	32.1%	29.9%	27.8%
8264	48.0%	42.7%	38.2%	35.3%	32.5%	30.3%	28.2%
8292	45.8%	40.0%	36.1%	33.4%	31.0%	27.7%	26.2%
8380	45.1%	40.0%	35.5%	32.6%	29.8%	27.6%	25.5%
8385	37.5%	32.3%	29.2%	27.1%	25.1%	22.5%	21.3%
8393	41.0%	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%
8601	38.5%	33.3%	29.4%	26.6%	24.2%	21.4%	19.9%
8602	39.5%	34.3%	30.4%	27.7%	25.2%	21.9%	20.5%
8742	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8810	40.3%	35.2%	30.7%	27.8%	25.0%	22.8%	20.7%
8820	40.3%	35.2%	30.7%	27.8%	25.0%	22.8%	20.7%
8832	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8868	38.4%	33.2%	29.3%	26.6%	24.1%	20.9%	19.4%
8871	40.3%	35.2%	30.7%	27.8%	25.0%	22.8%	20.7%
9014	44.7%	39.0%	35.1%	32.4%	29.9%	26.6%	25.2%
9015	47.1%	42.0%	37.5%	34.6%	31.8%	29.6%	27.5%
9060	42.6%	39.9%	37.3%	35.2%	33.8%	30.3%	28.2%
9102	47.1%	42.0%	37.5%	34.6%	31.8%	29.6%	27.5%
9154	40.5%	33.3%	29.4%	26.7%	24.2%	20.9%	19.5%
9402	49.3%	44.7%	40.9%	38.1%	35.7%	32.4%	30.9%
9410	43.9%	38.8%	34.3%	31.4%	28.6%	26.4%	24.3%

Proposed 2020 Okaloosa County Rates

PRA

Pay Ranges with Applicable percentage markups - Referred by Okaloosa County

Workers' Compensation
Classification

	\$8.56 - \$9.99	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
5506	44.7%	41.6%	38.5%	36.4%	34.4%	31.8%	30.6%
5509	47.0%	43.8%	40.5%	38.1%	36.5%	34.5%	33.5%
5606	36.5%	32.5%	29.2%	26.9%	25.5%	23.2%	22.5%
7403	41.8%	37.5%	33.5%	31.1%	29.3%	28.1%	26.5%
7520	39.6%	35.5%	31.5%	29.1%	27.3%	26.1%	24.5%
7580	38.4%	34.3%	30.3%	27.9%	26.1%	24.9%	23.3%
7590	41.6%	37.3%	33.3%	30.9%	29.1%	27.9%	26.3%
8264	42.0%	37.7%	33.7%	31.3%	29.5%	28.3%	26.7%
8292	39.2%	35.4%	32.3%	30.2%	28.2%	25.6%	24.0%
8380	39.1%	35.0%	31.0%	28.6%	26.8%	25.6%	24.0%
8385	35.9%	32.3%	29.2%	27.1%	25.1%	22.5%	21.3%
8393	34.4%	31.0%	27.9%	25.7%	23.8%	21.2%	20.0%
8601	31.9%	28.7%	25.6%	23.4%	21.5%	19.4%	18.1%
8602	32.9%	29.7%	26.6%	24.4%	22.5%	19.9%	18.7%
8742	32.7%	28.5%	25.4%	23.2%	21.2%	18.6%	17.4%
8810	34.3%	30.2%	26.2%	23.8%	22.0%	20.8%	19.2%
8820	34.3%	30.2%	26.2%	23.8%	22.0%	20.8%	19.2%
8832	31.7%	28.4%	25.3%	23.2%	21.2%	18.6%	17.4%
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8871	34.3%	30.2%	26.2%	23.8%	22.0%	20.8%	19.2%
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9102	41.1%	37.0%	33.0%	30.6%	28.8%	27.6%	26.0%
9154	33.9%	28.7%	33.0%	30.6%	28.8%	27.6%	26.0%
9402	44.4%	40.2%	37.1%	34.9%	33.0%	30.3%	29.1%
9410	37.9%	33.8%	29.8%	27.4%	25.6%	24.4%	22.8%



**ATTACHMENT "C_"
Scrutinized Companies Certificate**

Contract No. _____

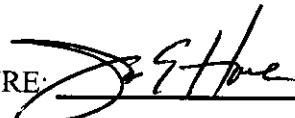


VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate LandrumHR Workforce Solutions, Inc., 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: 11/9/2020

SIGNATURE: 

COMPANY: LandrumHR Workforce Solutions

NAME: JAMES E. HOWE
(Typed or Printed)

ADDRESS: 73 Eglin Pkwy

TITLE: VICE PRESIDENT

Suite 110

Fort Walton, FL 32548

E-MAIL: howe@landrumhr.com

PHONE NO.: 850-266-6205



ATTACHEMENT "D"
Civil Rights Clauses

Contract No. _____



Attachment "D"

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.*).

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/21/2019

Contract/Lease Control #: C17-2535-HR

Procurement#: RFP HR 07-17

Contract/Lease Type: CONTRACT

Award To/Lessee: LANDRUM STAFFING SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/08/2017

Expiration Date: 03/07/2020 W/2 1 YR RENEWALS

Description of Contract/Lease: TEMPORARY EMPLOYEE STAFFING

Department: HR

Department Monitor: MCVAY

Monitor's Telephone #: 850-689-5870

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C17-2535-14B Tracking Number: 3237-19
Procurement/Contractor/Lessee Name: Landrum Grant Funded: YES ___ NO X
Purpose: Amendment/Renewal
Date/Term: 3-7-20 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: HR 3. \$50,000 OR LESS
Dept. Monitor Name: McVoy

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Moran Date: 1-8-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no feedback Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email Date: 1/18/19
_____ Date: _____
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email Date: 1/18/19
_____ Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
_____ Date: _____
Finance Manager or designee

Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, January 18, 2019 9:11 AM
To: Victoria Taravella
Subject: RE: Landrum
Attachments: 1st amendment to c17-2534-hr.docx

This is approved.

Kerry A. Parsons, Esq.

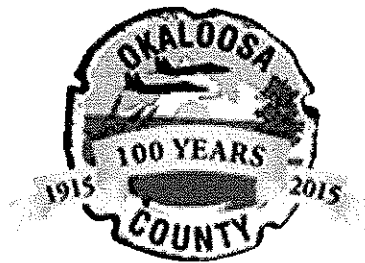
**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, January 15, 2019 4:05 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Victoria Taravella <vtaravella@myokaloosa.com>
Subject: Landrum

Please see revisions.



DeRita Mason
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."

**SECOND RENEWAL AND AMENDMENT TO CONTRACT C17-2535-HR
LANDRUM STAFFING SERVICES, INC.**

This Second Renewal and Amendment made and entered into this 19th day of Feb., 2019, hereby renews and amends contract C17-2535-HR, dated March 8, 2017, by and between Okaloosa County, Florida, (hereinafter the "County") and Landrum Staffing Services, Inc. (hereinafter the "Contractor").

WHEREAS, on March 8, 2017, the County and Contractor entered into a contract, C17-2535-HR, which provides temporary employee staffing for the County; and

WHEREAS, the current term (1st renewal) of C17-2535-HR shall expire on March 7, 2019 however the contract provides for four one-year renewals; and

WHEREAS, the parties wish to renew and amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "A"; and

WHEREAS, the County and Contractor wish to add updated pay rates listed under Exhibit "B" for the year 2019, which is attached and incorporated per this amendment and listed below.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C17-2535-HR as follows:

1. C17-2535-HR is hereby renewed for an additional term. The contract renewal period shall begin March 8, 2019 and will expire March 7, 2020.
2. C17-2535-HR is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "A" and made a part of the Contract by reference.
4. C17-2535-HR is hereby amended to incorporate Exhibit "B", 2019 Okaloosa County pay rates attached hereto and incorporate herein.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

**CONTRACT#: C17-2535-HR
LANDRUM STAFFING SERVICES, INC.
TEMPORARY EMPLOYEE STAFFING
EXPIRES: 03/07/2020 W/2 1 YR RENEWALS**

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

LANDRUM STAFFING SERVICES, INC.

Mandy R. Sacco

By: VP of Staffing
Date: 1/28/19

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.

Charles K Windes, Jr.
Chairman, Board of County Commissioners

Date: 2/19/19



ATTEST:

Mary J. Stafford
J.D. Peacock II
Clerk of Circuit Court



Received

JAN 30 2019

Human Resources

EXHIBIT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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.
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 sixty (60) days' 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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

- Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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. Worker's 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.

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

CERTIFICATE OF INSURANCE

- Certificates of insurance indicating the job site and evidencing all required coverage must

be submitted not less than ten (10) days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

2019 Okaloosa County Rates

Recruited

Pay Ranges with Applicable percentage markups - Recruited by Landrum

Workers' Compensation
Classification

	\$8.46 - \$9.99	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
5506	51.4%	46.2%	42.3%	39.6%	37.2%	33.9%	32.4%
5509	53.0%	47.7%	43.9%	41.1%	38.7%	35.4%	33.9%
7403	46.4%	40.5%	36.6%	33.9%	31.4%	28.2%	26.7%
7520	44.2%	38.5%	34.6%	31.9%	29.4%	26.1%	24.7%
7580	42.8%	37.6%	33.7%	30.9%	28.5%	25.2%	23.8%
7590	46.6%	41.4%	37.5%	34.8%	32.4%	29.1%	27.6%
8292	45.8%	40.0%	36.1%	33.4%	31.0%	27.7%	26.2%
8380	43.0%	37.3%	33.4%	30.7%	28.3%	25.0%	23.5%
8385	37.5%	32.3%	29.2%	27.1%	25.1%	22.5%	21.3%
8393	41.0%	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%
8601	38.5%	33.3%	29.4%	26.6%	24.2%	21.4%	19.9%
8602	39.5%	34.3%	30.4%	27.7%	25.2%	21.9%	20.5%
8742	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8810	38.0%	32.7%	28.8%	26.1%	23.7%	20.4%	18.9%
8820	38.0%	32.7%	28.8%	26.1%	23.6%	20.4%	18.9%
8832	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8868	38.4%	33.2%	29.3%	26.6%	24.1%	20.9%	19.4%
8871	38.0%	32.7%	28.8%	26.1%	23.7%	20.4%	18.9%
9014	44.7%	39.0%	35.1%	32.4%	29.9%	26.6%	25.2%
9015	44.8%	39.1%	35.2%	32.4%	30.0%	26.7%	25.3%
9060	42.6%	39.9%	37.3%	35.2%	33.8%	30.3%	28.2%
9102	44.3%	39.1%	35.2%	32.5%	30.1%	26.8%	25.3%
9154	40.5%	33.3%	29.4%	26.7%	24.2%	20.9%	19.5%
9402	49.3%	44.7%	40.9%	38.1%	35.7%	32.4%	30.9%
9410	41.1%	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%

2019 Okaloosa County Rates

PRA

Pay Ranges with Applicable percentage markups - Recruited by Landrum

Workers' Compensation
Classification

	\$8.46 - \$9.99	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
5506	44.7%	41.6%	38.5%	36.4%	34.4%	31.8%	30.6%
5509	46.3%	43.2%	40.1%	37.9%	36.0%	33.3%	32.1%
7403	39.7%	35.9%	32.8%	30.6%	28.7%	26.1%	24.9%
7520	37.6%	33.9%	30.8%	28.6%	26.7%	24.1%	22.9%
7580	36.2%	33.0%	29.9%	27.7%	25.8%	23.2%	22.0%
7590	40.0%	36.9%	33.8%	31.6%	29.6%	27.0%	25.8%
8292	39.2%	35.4%	32.3%	30.2%	28.2%	25.6%	24.0%
8380	36.3%	32.8%	29.7%	27.5%	25.5%	22.9%	21.7%
8385	35.9%	32.3%	29.2%	27.1%	25.1%	22.5%	21.3%
8393	34.4%	31.0%	27.9%	25.7%	23.8%	21.2%	20.0%
8601	31.9%	28.7%	25.6%	23.4%	21.5%	19.4%	18.1%
8602	32.9%	29.7%	26.6%	24.4%	22.5%	19.9%	18.7%
8742	32.7%	28.5%	25.4%	23.2%	21.2%	18.6%	17.4%
8810	31.3%	28.2%	25.1%	22.9%	20.9%	18.3%	17.1%
8820	31.4%	28.1%	25.0%	22.8%	20.9%	18.3%	17.1%
8832	31.7%	28.4%	25.3%	23.2%	21.2%	18.6%	17.4%
8868	31.8%	28.6%	25.5%	23.3%	21.4%	18.8%	17.6%
8871	31.3%	28.2%	25.1%	22.9%	20.9%	18.3%	17.1%
9014	38.1%	34.4%	31.3%	29.1%	27.2%	24.6%	23.4%
9015	38.2%	34.5%	31.4%	29.2%	27.3%	24.7%	23.5%
9060	39.1%	36.0%	33.5%	31.6%	29.6%	26.7%	25.8%
9102	37.7%	34.6%	31.5%	29.3%	27.3%	24.7%	23.5%
9154	33.9%	28.7%	25.6%	23.4%	21.5%	18.9%	17.7%
9402	44.4%	40.2%	37.1%	34.9%	33.0%	30.3%	29.1%
9410	34.4%	31.0%	27.9%	25.7%	23.8%	21.2%	20.0%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2019

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 Stonehenge Insurance Solutions, Inc. 300 Avenue of the Champions Ste. 222 Palm Beach Gardens, FL 33418	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A :Zurich American Insurance Company</td> <td>16535</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 :Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :Zurich American Insurance Company	16535														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Landrum Human Resource Companies, Inc 6723 Plantation Road Pensacola, FL 32504															

COVERAGES **CERTIFICATE NUMBER:GBGNKBU3** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PRA 5908811-05	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The above General Liability and Automobile policies have Blanket Additional Insured and Blanket Waiver of Subrogation. The Umbrella Policy indicated above is a Follow Form Policy and as such, follows the General Liability and Automobile for the Blanket Additional Insured and Blanket Waiver of Subrogation. Primary NonContributory & Waiver of Subrogation are automatically included as required by written contract and/or agreement under the General Liability & Automobile; General Liability includes Designated Project Limits of Insurance at \$3,000,000 Designated Project Aggregate Limit and \$5,000,000 Combined Total Designated Project Aggregate Limit; Umbrella is follow form; all subject to the terms, conditions and exclusions within the policy. EPLI - Beazley - POLICY #AC1801960; POLICY TERM 10/1/18-10/01/19 \$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 10/1/18-19 (LOSS SUSTAINED)\$25,000 (continued next page)

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479-B Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER Stonehenge Insurance Solutions, Inc.		INSURED Landrum Human Resource Companies, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 01/15/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page)

Retention- Zurich American Insurance Company; POLICY # PRA 5908811-05 \$1,000,000 Employee Dishonesty; \$1,000,000 Forgery or Alteration; \$1,000,000 Inside the Premises; \$1,000,000 Outside the Premises; \$1,000,000 Computer Fraud; \$1,000,000 Money Orders & Counterfeit Paper Currency; \$1,000,000 Client's Property Coverage; \$1,000,000 Funds Transfer Fraud. CYBER LIABILITY 10/1/2018-10/1/19 Landmark American Insurance Company: Policy# LCY772190. \$1,000,000 Aggregate Directors & Officers Liability; 10/1/18-10/1/19 Zurich American Ins Co - MPL 0139366-04- Retention/SIR-\$50,000-\$5,000,000 Each Occurrence \$1,000,000 Additional Limit for Defense Costs \$6,000,000 Combined Aggregate. Stop Gap included for states of North Dakota, Ohio, Washington, Wyoming under policy #PRA 5908811-05 at limits of \$1m/\$1m/\$1m effective 10/1/18-10/1/19. Professional Liability Policy #PRA5908811-05 referenced above has a \$50,000 Deductible "Each Wrongful Act". Retention. Schedule of entities that may be covered under these policies; certain policies do not apply to certain entities: Landrum Human Resource Companies, Inc; Landrum Human Resource Companies, Inc. II; Landrum Consulting, Inc; Landrum Professional Employer Services, Inc. I; Landrum Professional Employer Services, Inc. II; Landrum Professional Employer Services, Inc. III; Landrum Professional Employer Services, Inc. IV; Landrum Staffing Services, Inc; Landrum Administrative Services, Inc; Landrum Companies, Inc; Landrum Contract Services, Inc; Landrum Family Partnership, LTD; Accredited Holdings, LLC; Accredited Insurance, LTD; Amstaff Human Resources, Inc. VI; Landrum Professional Employer Services Retirement Savings Plan, and LandrumHR SJR.

CONTRACT # C17-2535-HR
Landrum Staffing Services, Inc.
Temporary Employee Staffing
EXPIRES: 03-07-2019 w/ 3 1 yr renewals



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2018

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.

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PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	CMeCertProduction@LibertyMutual.com
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURED Landrum Staffing Services, Inc. 6723 Plantation Road Pensacola FL 32504	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 46212733 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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 <input type="checkbox"/> N	N/A	WA2-65D-428303-069 WC2-651-291281-169	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<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 leased to but not subcontractors of Landrum Staffing Services, Inc., 6723 Plantation Road, Pensacola, FL 32504.
Waiver of subrogation is included in favor of the certificate holder, where required by written contract, and where applicable by law.

CONTRACT # C17-2535-HR
 PACESETTER PERSONNEL SERVICES
 TEMPORARY EMPLOYEE STAFFING
 EXPIRES: 03/07/2019 W/3-1YR RENEWALS

CERTIFICATE HOLDER	Okaloosa County 5479A Old Bethel Road Crestview FL 32536	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 Roberta Johnson <i>Roberta Johnson</i>

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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/10/2017

Contract/Lease Control #: C17-2535-HR

Bid #: RFP HR 07-17

Contract/Lease Type: CONTRACT

Award To/Lessee: LANDRUM STAFFING SERVICES, INC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/08/2017

Expiration Date: 03/07/2018 W/4 ONE YR RENEWALS

Description of Contract/Lease: TEMPORARY EMPLOYEE STAFFING

Department: HR

Department Monitor: MCVAY

Monitor's Telephone #: 850-689-5870

Monitor's FAX # or E-mail: GMCVAY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02-02-2018

Contract/Lease Control #: C17-2535-HR

Procurement#: RFP HR 07-17

Contract/Lease Type: CONTRACT

Award To/Lessee: LANDRUM STAFFING SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/08/2017

Expiration Date: 03/07/2019 W/3 1 YR RENEWALS

Description of Contract/Lease: TEMPORARY EMPLOYEE STAFFING

Department: HR

Department Monitor: MCVAY

Monitor's Telephone #: 850-689-5870

Monitor's FAX # or E-mail: GMCVAY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: C17-2535-HR Tracking Number: 214618
Procurement/Contractor/Lessee Name: Larabrum Staffing Grant Funded: YES ___ NO X
Purpose: Amendment/renewal
Date/Term: 3-7-19 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: Hrc 3. \$50,000 OR LESS
Dept. Monitor Name: McVoy

Purchasing Review

Procurement or Contract/Lease requirements are met:
Oliver Mason Date: 12-13-17
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:
Renee Biby Date: 12/14/17
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:
Krystal King Date: 12-14-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See email attached Date: 12-19-17
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, December 19, 2017 9:14 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Landrum Staffing C17-2535-HR

The first renewal and amendment for the above referenced contract is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Friday, December 15, 2017 10:54 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Landrum Staffing C17-2535-HR

Please review and approve.



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"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."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**FIRST RENEWAL AND AMENDMENT TO CONTRACT C17-2535-HR
LANDRUM STAFFING SERVICES, INC.**

This First Renewal and Amendment made and entered into this 31st day of Jan., 2018, hereby renews and amends contract C17-2535-HR, dated March 8, 2017, by and between Okaloosa County, Florida, (hereinafter the "County") and Landrum Staffing Services, Inc. (hereinafter the "Contractor").

WHEREAS, on March 8, 2017, the County and Contractor entered into a contract, C17-2535-HR, which provides temporary employee staffing for the County; and

WHEREAS, the term of C17-2535-HR shall expire on March 7, 2018 however the contract provides for four one-year renewals; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as Exhibit "A"; and

WHEREAS, the parties wish to amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "B"; and

WHEREAS, the County and Contractor wish to add Workers' Compensation code 9060 and rates listed under Exhibit "C" for the year 2018, which is attached and incorporated per this amendment and listed below.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C17-2535-HR as follows:

1. C17-2535-HR is hereby renewed for an additional term. The contract renewal period shall begin March 8, 2018 and will expire March 7, 2019.
2. Contractor agrees to comply with all federal regulations, including, but not limited to the set forth in Exhibit "A", attached hereto and incorporated herein.
3. C17-2535-HR is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "B" and made a part of the Contract by reference.
4. C17-2535-HR is hereby amended to incorporate Exhibit "C", 2018 Okaloosa County pay rates and additional of Workers' Compensation code 9060, attached hereto and incorporate herein.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

**Contract # C17-2532-HR
PACESETTER PERSONNEL SERVICES
TEMPORARY EMPLOYEE STAFFING
EXPIRES: 03/07/2019 W/3 1 YR RENEWALS**

Page 1 of 13
C17-2535-HR

CERTIFIED A TRUE
AND CORRECT COPY

JD PEACOCK II
CLERK, CIRCUIT COURT

BY

DEPUTY CLERK

DATE



Mary G. Lawson
February 1, 2018

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

LANDRUM STAFFING SERVICES, INC.

Mandy Sacco

By: Mandy Sacco, VP of Staffing
Date: 12/21/17

OKALOOSA COUNTY, FLORIDA

Graham W. Fountain

Graham W. Fountain
Chairman, Board of County Commissioners



Date: 1/31/18

ATTEST:

J.D. Peacock II
J.D. Peacock II
Clerk of Circuit Court



Exhibit "A"

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
 - ii. 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
 - iii. 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, 2009 (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.

EXHIBIT "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or

subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

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. Such insurance shall comply with the Florida Workers' Compensation Law.
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.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Products and Completed Operations Liability

5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000
5. Professional Liability (E&O)	\$1,000,000 (claims made)

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

To the fullest extent permitted by law, 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.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the 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.

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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

		2018 Okaloosa County Rates					
Recruited by Landrum							
Workers' Compensation							
	\$8.25 - \$9.99	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
5506	51.4%	46.2%	42.3%	39.6%	37.2%	33.9%	32.4%
5509	53.0%	47.7%	43.9%	41.1%	38.7%	35.4%	33.9%
7403	46.4%	40.5%	36.6%	33.9%	31.4%	28.2%	26.7%
7520	44.2%	38.5%	34.6%	31.9%	29.4%	26.1%	24.7%
7580	42.8%	37.6%	33.7%	30.9%	28.5%	25.2%	23.8%
7590	46.6%	41.4%	37.5%	34.8%	32.4%	29.1%	27.6%
8292	45.8%	40.0%	36.1%	33.4%	31.0%	27.7%	26.2%
8380	43.0%	37.3%	33.4%	30.7%	28.3%	25.0%	23.5%
8393	41.0%	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%
8601	38.5%	33.3%	29.4%	26.6%	24.2%	21.4%	19.9%
8602	39.5%	34.3%	30.4%	27.7%	25.2%	21.9%	20.5%
8742	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8810	38.0%	32.7%	28.8%	26.1%	23.7%	20.4%	18.9%
8820	38.0%	32.7%	28.8%	26.1%	23.6%	20.4%	18.9%
8832	38.3%	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8868	38.4%	33.2%	29.3%	26.6%	24.1%	20.9%	19.4%
8871	38.0%	32.7%	28.8%	26.1%	23.7%	20.4%	18.9%
9014	44.7%	39.0%	35.1%	32.4%	29.9%	26.6%	25.2%
9015	44.8%	39.1%	35.2%	32.4%	30.0%	26.7%	25.3%
9060	42.6%	39.9%	37.3%	35.2%	33.8%	30.3%	28.2%
9102	44.3%	39.1%	35.2%	32.5%	30.1%	26.8%	25.3%
9154	40.5%	33.3%	29.4%	26.7%	24.2%	20.9%	19.5%
9402	49.3%	44.7%	40.9%	38.1%	35.7%	32.4%	30.9%
9410	41.1%	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Landrum Human Resource Companies, Inc., Etal
6723 Plantation Road
Pensacola FL 32504-0698

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY		
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM				
WORKERS COMPENSATION	1/1/2019	WA2-65D-428303-068 WC2-651-291281-168	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -068: All states except ND, OH, WA, WY -168: WI	EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE			General Aggregate		
			Products / Completed Operations Aggregate		
			Each Occurrence		
			Personal & Advertising Injury		Per Person / Organization
			Other		Other
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED				Each Accident—Single Limit B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER					
ADDITIONAL COMMENTS					
C17-2535-HR					

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder
Okaloosa County
5479A Old Bethel Road
Crestview FL 32536

Roberta Johnson
Roberta Johnson
Tampa/0555 AUTHORIZED REPRESENTATIVE
3550 Buschwood Park Dr, Suite 300
Tampa FL 33618 813-264-6588 12/26/2017
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Landrum Staffing Services, Inc.
6723 Plantation Road
Pensacola FL 32504

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	1/1/2017	WA2-65D-428303-066 WC2-651-291281-166 WC2-651-291281-506	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -066: All states except ND, OH, WA, WY -166: WI -506: MN	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE			General Aggregate Products / Completed Operations Aggregate Each Occurrence Personal & Advertising Injury Other	Per Person / Organization Other
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED				Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER				
ADDITIONAL COMMENTS				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

Okaloosa County
5479A Old Bethel Road
Crestview FL 32536

Roberta Johnson

Roberta Johnson
AUTHORIZED REPRESENTATIVE

Tampa/0555
3901 Premier North Drive
Tampa FL 33624 813-264-6588 12/15/2016
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



ADDITIONAL REMARKS SCHEDULE

AGENCY Liberty Mutual Insurance Co. National Insurance East		NAMED INSURED Landrum Staffing Services, Inc. 6723 Plantation Road Pensacola FL 32504
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: NM FORM TITLE: Certificate of Casualty Insurance (07/10)

HOLDER: Okaloosa County
 ADDRESS: 5479A Old Bethel Road Crestview FL 32536

Workers Compensation coverage for Employees leased to but not subcontractors of Landrum Staffing Services, Inc., 6723 Plantation Road, Pensacola, FL 32504



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2017

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 Stonehenge Insurance Solutions, Inc. 300 Avenue of the Champions Ste. 222 Palm Beach Gardens, FL 33418	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Guarantee & Liability Ins Co		_____
INSURER C :		_____
INSURER D :		_____
INSURER E :		_____
INSURER F :		_____

COVERAGES **CERTIFICATE NUMBER:** 4W2P4L8H **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 OTHER: _____		X	X	PRA 5908811-04	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER \$ _____
A	AUTOMOBILE LIABILITY <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		X	X	PRA 5908811-04	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ OTHER \$ _____
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		X	X	UMB 6513024-04	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		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	Professional Liability				PRA 5908811-04	10/01/2017	10/01/2018	Each Claim \$ 2,000,000 Aggregate \$ 3,000,000 \$ _____ \$ _____ \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured, 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. (continued on page 2)

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	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 Stonehenge Insurance Solutions, Inc.		INSURED Landrum Human Resource Companies, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 12/21/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page) Schedule of entities that may be covered under these policies; certain policies do not apply to certain entities: Landrum Human Resource Companies, Inc; Landrum Human Resource Companies, Inc. II; Landrum Consulting, Inc; Landrum Professional Employer Services, Inc. I; Landrum Professional Employer Services, Inc. II; Landrum Professional Employer Services, Inc. III; Landrum Professional Employer Services, Inc. IV; Landrum Staffing Services, Inc; Landrum Administrative Services, Inc; Landrum Companies, Inc; Landrum Contract Services, Inc; Landrum Family Partnership, LTD; Accredited Holdings, LLC; Accredited Insurance, LTD; Amstaff Human Resources, Inc. VI; Landrum Professional Employer Services Retirement Savings Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2017

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 Risk Transfer Insurance Agency, LLC 219 E. Livingston Street Orlando, FL 32819	CONTACT NAME: Peggy Fortunato PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: pfortunato@landrumhr.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : ZURICH AMERICAN INSURANCE COMPANY	NAIC #
INSURER B : American Guarantee & Liability Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Landrum Human Resource Companies, Inc., Etal, Landrum Consulting, Inc. ** see attached *** P O BOX 15698 PENSACOLA, FL 32514 Peggy Fortunato	
--	--

COVERAGES **CERTIFICATE NUMBER:** 3BF5FQLY **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PRA 5908811-03	10/01/2016	10/01/2017	EACH OCCURRENCE	\$ 1,000,000
							<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	
	<input checked="" type="checkbox"/> Abusive Acts/Molestation: \$1M/\$1M						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							EBLI-Claims Made	\$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			PRA 5908811-03	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							<input type="checkbox"/> ANY AUTO	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB 6513024-03	10/01/2016	10/01/2017	EACH OCCURRENCE	\$ 5,000,000
							<input checked="" type="checkbox"/> EXCESS LIAB	
							AGGREGATE	\$ 5,000,000
							Completed Ops Agg	\$ 5,000,000
	DED						PER STATUTE	
	RETENTION \$0						OTHER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			PRA 5908811-03	10/01/2016	10/01/2017	EACH PL CLAIM	\$ 1,000,000
							PL AGGREGATE	\$ 3,000,000
							PL Claims Made: 8/1/02	\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured, 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 Limpt; Umbrella is follow form; all subject to the terms, conditions and exclusions within the policy.

EPLI - Lloyd's of London - POLICY #AC1601960; POLICY TERM 10/1/16-10/01/17
 \$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.
 (continued next page)

CERTIFICATE HOLDER **CANCELLATION**

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p>
---	--

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Landrum Staffing Services, Inc.
6723 Plantation Road
Pensacola FL 32504

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY			
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM					
WORKERS COMPENSATION	1/1/2017	WA2-65D-428303-066 WC2-651-291281-166 WC2-651-291281-506	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -066: All states except ND, OH, WA, WY -166: WI -506: MN	EMPLOYERS LIABILITY		
				Bodily Injury by Accident	\$1,000,000 Each Accident	
				Bodily Injury By Disease	\$1,000,000 Policy Limit	
				Bodily Injury By Disease	\$1,000,000 Each Person	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE			General Aggregate			
			Products / Completed Operations Aggregate			
			Each Occurrence			
			Personal & Advertising Injury	Per Person / Organization		
			Other	Other		
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED			Each Accident—Single Limit B.I. And P.D. Combined			
			Each Person			
			Each Accident or Occurrence			
			Each Accident or Occurrence			
OTHER						
ADDITIONAL COMMENTS						

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder

Okaloosa County
5479A Old Bethel Road
Crestview FL 32536

Roberta Johnson

Roberta Johnson

Tampa/0555
3901 Premier North Drive
Tampa FL 33624 813-264-6588 12/15/2016
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



ADDITIONAL REMARKS SCHEDULE

AGENCY Liberty Mutual Insurance Co. National Insurance East		NAMED INSURED Landrum Staffing Services, Inc. 6723 Plantation Road Pensacola FL 32504	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: NM **FORM TITLE:** Certificate of Casualty Insurance (07/10)

HOLDER: Okaloosa County

ADDRESS: 5479A Old Bethel Road Crestview FL 32536

Workers Compensation coverage for Employees leased to but not subcontractors of Landrum Staffing Services, Inc., 6723 Plantation Road, Pensacola, FL 32504

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER Risk Transfer Insurance Agency, LLC		INSURED Landrum Human Resource Companies, Inc., Etal, Landrum Consulting, Inc. ** see attached ***	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 03/14/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

(continued from previous page)

\$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 10/1/16-17 (LOSS SUSTAINED)
 Zurich American Insurance Company; POLICY # PRA 5908811-03
 \$1,000,000 Employee Dishonesty; \$1,000,000 Forgery or Alteration; \$1,000,000 Inside the Premises; \$1,000,000
 Outside the Premises; \$1,000,000 Computer Fraud; \$1,000,000 Money Orders & Counterfeit Paper Currency; \$1,000,000
 Client's Property Coverage; \$1,000,000 Funds Transfer Fraud.

CYBER LIABILITY 10/1/2016-10/1/17
 Landmark American Insurance Company: Policy# LCY759822
 \$1,000,000 Aggregate

Directors & Officers Liability; 10/1/16-10/1/17
 Zurich American Ins Co - MPL 0139366-02
 \$5,000,000 Each Occurrence
 \$1,000,000 Additional Limit for Defense Costs
 \$6,000,000 Combined Aggregate Limit of Liability

Stop Gap included for states of North Dakota, Ohio, Washington, Wyoming under policy #PRA 5908811-03 at limits of
 \$1m/\$1m/\$1m effective 10/1/16-10/1/17

Schedule of entities that may be covered under these policies; certain policies do not apply to certain entities:
 Landrum Human Resource Companies, Inc; Landrum Human Resource Companies, Inc. II; Landrum Consulting, Inc; Landrum
 Professional Employer Services, Inc. I; Landrum Professional Employer Services, Inc. II; Landrum Professional
 Employer Services, Inc. III;
 Landrum Professional Employer Services, Inc. IV; Landrum Staffing Services, Inc; Landrum Administrative Services,
 Inc; Landrum Companies, Inc; Landrum Contract Services, Inc; Landrum Family Partnership, LTD; Accredited
 Holdings, LLC; Accredited Insurance, LTD; Amstaff Human Resources, Inc. VI; Landrum Professional Employer
 Services Retirement Savings Plan

Username <input type="text"/>	Password <input type="password"/>	Log In
Forgot Username?	Forgot Password?	Create an Account

SAM.gov will be down for scheduled maintenance Saturday, 03/11/2017, from 8:00 AM to 12:00 PM (EST).

Search Results

Current Search Terms: landrum* staffing* services* inc*

Your search for "landrum* staffing* services* inc*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity	LANDRUM STAFFING SERVICES, INC.	Status: Active	View Details
DUNS: 035619741	CAGE Code: 7V524		
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 05/19/2017	Delinquent Federal Debt?: No		
Purpose of Registration: All Awards			

- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filters](#)
- [By Record Status](#)
- [By Record Type](#)

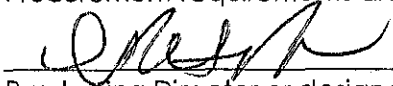


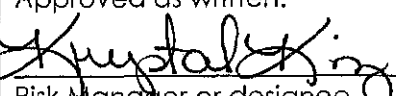
- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

IBM v1.P.62.20170224-1621
WWW1

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>new</u>	Tracking Number: <u>2256-17</u>
Contractor/Lessee Name: <u>Landrum Staffing</u>	Grant Funded: YES <u>NO</u>
Purpose: <u>temp employee staffing</u>	
Date/Term: <u>1yr w/4 one/yr renewals</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>HR</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>mcvoy</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
	Date: <u>2-16-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
Approved as written:	
	Date: <u>2-20-17</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written: <u>all email attached</u>	
_____	Date: <u>2-20-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 20, 2017 11:38 AM
To: DeRita Mason
Cc: Lynn Hoshihara; GinNeal McVay
Subject: RE: Temp Employment Contracts

These are approved for legal sufficiency.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, February 20, 2017 12:35 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; GinNeal McVay
Subject: RE: Temp Employment Contracts

Here you go.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, February 20, 2017 11:24 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>; GinNeal McVay <gmcvay@co.okaloosa.fl.us>
Subject: RE: Temp Employment Contracts

Hey DeRita:

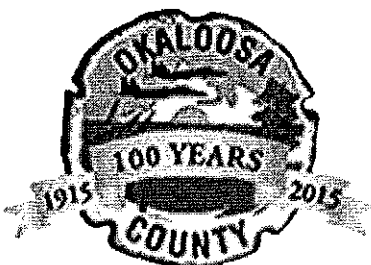
Upon further review, please disregard my approval of the contract earlier. Because these contracts may include federal funding from time-to-time, I wanted to add more language in the contracts to ensure we are protected. As such, please see my attached highlighted revisions and please make those revisions in all of these contracts.

Thank you,
Kerry

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, February 20, 2017 11:19 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Temp Employment Contracts

I am attaching the remaining contracts for your review and approval.

DeRita



**CONTRACT
FOR RFP HR 07-17
WITH LANDRUM STAFFING SERVICES, INC.
FOR TEMPORARY STAFFING SERVICES**

This Contract executed and entered into this 8th day of March, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Landrum Staffing Services, Inc., a Florida profit corporation, whose principal address is 6723 Plantation Rd., Pensacola, FL 32504 (hereinafter the "Agency"), and states as follows:

WHEREAS, the Agency is in the business of providing employees that can perform services for the County; and

WHEREAS, the County would like to enter into a Contract with Agency to provide Temporary Staffing Services needed by the County.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract and are attached as Exhibit "A":

1. Request for Proposals & Respondent's Acknowledgement/Submittal, **RFP HR 07-17, Temporary Staffing Services**, date of opening January 9, 2017 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. All attachments stated above and this Contract are the entire Contract Documents between the parties.

II. Scope of Services and Payment

- 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 will contact the selected agencies to negotiate a competitive price.

- B. **Wages/Benefits/Insurance:** The Agency will be responsible for all employer requirements (including, but not limited to, paying wages and withholding/reporting payroll and other taxes) for temporary employees placed by the Agency. In addition, the Agency will be responsible for all benefit obligations, reports and deductions (including, but not limited to, Workers' Compensation, Fair Labor Standards Act, Family & Medical Leave Act and the Affordable Care Act) for temporary employees placed by the Agency.

The County's sole monetary responsibility will be to pay the Agency the agreed hourly rate and agreed to fees.

- C. **Certification(s) of Compliance:** The Agency shall be responsible for full compliance with any and all federal, state and local laws relating to the employment of persons including, but not limited to, the Fair Labor Standards Act, the Family & Medical Leave Act, the Affordable Care Act, Workers' Compensation, the Civil Rights Act (1964/91), Americans with Disabilities Act, Age Discrimination in Employment Act, and pertinent guidelines of the Federal Equal Employment Opportunity Commission. All proposals submitted pursuant to this RFP must include signed copies of the certifications, clauses, and acknowledgement forms required by the Federal Transit Administration attached hereto as **Exhibit B.**
- D. The Agency must certify by providing documentation to the County that all temporary employees furnished have satisfactorily met and complied with the following criteria:
1. Acceptable Fingerprints/Criminal History Background Check by the Florida Department of Law Enforcement (FDLE). If not a Florida resident for at least three (3) years, acceptable criminal history background from additional state(s) of residency for the previous three (3) years.
 2. 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. Drug Screening Test – Negative for controlled or illegal substances.
 4. Completed I-9 Form and E-Verify Check.
- E. **Work Environment:** The County will provide safety/personal protective equipment. Work clothing will be the responsibility of the temporary employee.
- F. **Payment:** Payment of invoices will be made in accordance with the normal County payment schedule and process. Invoices shall contain at a minimum the employee's name, timesheet showing actual hours worked, pay rate for employee and mark-up rate charged by the Agency.
- G. **Selection:** Selection among the various Agencies with which the County has a contract with will be based on cost to the County for temporary employee services, the types of jobs that can be covered/offered, previous experience of placing quality temporary employees and other articulable criteria as defined by the County.

I. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties.

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

After the initial contract term the County may consider pricing increases if the following conditions occur: a) There is a verifiable price increase to the Agency (e.g., changes in federal employment laws); b) The Agency submits to the 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.

The County may terminate the Contract with or without cause by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

The County may, by written notice to the Contractor, suspend any or all of the Contractor's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination. If the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instructions to the effective date of termination.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

IV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

GinNeal McVay, Human Resources Director
5479 Old Bethel Rd.
Crestview, FL 32536
Phone: 850-689-5870
gmcvay@co.okaloosa.fl.us

The authorized representative(s) for Landrum Staffing Services, Inc. shall be:

Denise McLeod, Vice President of Human Resources & Staffing
6723 Plantation Rd.
Pensacola, FL 32504
Phone: 850-476-5100
Email: dmcleod@landrumhr.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

V. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County.

VI. Public Records, Records Retention and Audits

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.

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

**COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL
ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977,
riskinfo@co.okaloosa.fl.us.**

Agency must comply with the public records laws, Florida Statute chapter 119, specifically Agency must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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 agency does not transfer the records to the County.
4. 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 agency transfers all public records to the public agency upon completion of the contract, the agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the agency keeps and maintains public records upon completion of the contract, the agency 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.

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 the termination of the Contract.

Contract warrants, that as it pertains to any federal funds utilized under this Agreement, it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. governmental funds and that such audit has revealed no material findings.

Agency shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County shall have the right from time to time at its sole expense to audit the compliance by the Agency 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.

VII. Assignment

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

VIII. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Agency acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

IX. 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.

X. Independent Contractor

Agency enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Agency and Agency's employees. Under no circumstances shall Agency or any of Agency's employees look to the County as his/her employer, or as partner, agent or principal. Neither Agency, nor any of Agency'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. Agency shall be responsible for providing, at Agency's expense, and in Agency'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 Contract.

XI. Third Party Beneficiaries

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

XII. Indemnification and Hold Harmless

To the fullest extent permitted by law, Agency 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 Agency and other persons employed or utilized by the Agency in the performance of this Contract.

XIII. Environmental Standards

Contractor certifies and agrees to comply with all of the following applicable standards, orders or regulations issued pursuant to:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.

XIV. Convicted Vendor's List

Contractor acknowledges and certifies that it is not on the convicted vendor list with the state of Florida.

XV. Drug-Free Workplace

Contractor hereby certified that it is and shall continue comply with the requirements of the Drug-Free Work Place Act of 1988.

XVI. Resource Recovery

Contractor hereby certifies that it shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, but are not limited to, procuring only items designated in guidelines of the Environmental Protection agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

LANDRUM STAFFING SERVICES, INC.

Denise T. McLeod

Signature

Denise T. McLeod

Print Name

Date: 02/21/2017

WITNESS FOR AGENCY

Jennifer Osburn
Signature

Jennifer Osburn
Print Name

OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman

Date: 3/8/2017



ATTEST:

Jay J. Stinson
J.D. Peacock, II, Clerk



EXHIBIT "A"



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE:
Temporary Staffing Services

RFP NUMBER:
RFP HR 07-17

LAST DAY FOR QUESTIONS:

December 30, 2016 4:00 P.M. CT

NON-MANDATORY PRE-PROPOSAL MEETING:

December 19, 2016 10:00 A.M. CT

RFP DUE DATE & TIME:

January 9, 2017 4:00 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 envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of sixty (60) 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 Landrum Staffing Services

MAILING ADDRESS 6723 Plantation Road

CITY, STATE, ZIP Pensacola, FL 32504

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1508876

TELEPHONE NUMBER: 850-476-5100 EXT: 120 FAX: 850-478-4599

EMAIL: dmcleod@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: Denise T. McLeod
OR PRINTED NAME

TYPED Denise T. McLeod

TITLE: Vice President of Human Resources & Staffing

DATE January 6, 2017

Rev: September 22, 2014

NOTICE TO RESPONDENTS
RFP HR 07-17
Temporary Staffing Services

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **4:00 p.m. (CST) January 9, 2017**, for **Temporary Staffing Services**.

Interested respondents desiring consideration shall provide an original and five (6) copies (total of 7 copies) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

A non-mandatory pre-proposal meeting will be held on Monday, December 19, 2016 at 10:00 a.m., at 302 N. Wilson Street, Suite 300, Crestview FL 32536 on the 3rd floor.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 4:00 p.m., January 9, 2017 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery,**

All submittals must be in sealed envelopes reflecting on the outside thereof **Temporary Staffing Services**. Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

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 quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Temporary Staffing Services

RFP HR 07-17

Okaloosa County Purchasing Department

5479A Old Bethel Rd.

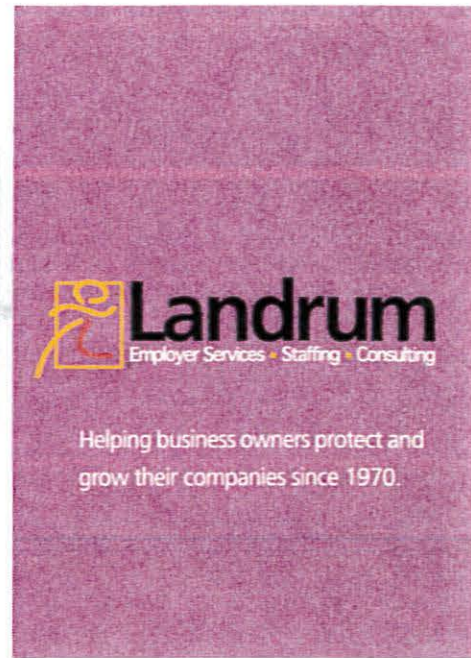
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Chairman



Okaloosa County

RFP HR 07-17

Temporary Staffing Services

Proposal

January 6, 2017

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The Landrum Story



Landrum Temporary Services was founded in Pensacola in 1973 by H. Britt Landrum, Jr. What began as a two-person operation has grown into a seasoned team of thirty-six (36) professionals. In the early years, we were the epitome of the traditional temporary help service, sending our temporary employees to fill in as vacation replacements, to assist with short-term projects, and to cover for what was considered “emergency” needs.

In the 80’s, we saw a new concept of hiring emerge – “temp-to-hire.” The 80’s also saw Landrum develop several “Vendor on Premises” arrangements, providing for on-site Landrum supervision. In 1982, a second Landrum company was born. Amstaff, known today as Landrum Professional Employer Services, an employee leasing and human resources firm, began operation. This too began with two staff members and has grown into a talented professional staff of one hundred thirty-two (132).

In 1992, Landrum Temporary Services was the first employment service in Northwest Florida to become a Drug-Free Workplace in the truest sense. We developed a Drug-Free Workplace staff with their primary focus being to conduct in-house drug screens on all applicants and to administer all aspects of our Drug-Free Workplace policies.

In January, 1998 our name was changed to Landrum Staffing Services to better reflect our scope of business. We continued to expand by adding permanent placements, selective executive search, and specialized recruiting and flexible staffing options for our clients.

In 2000, Landrum expanded our background checking capabilities by conducting criminal background checks on all accepted applicants. This continues to be performed in-house today.

The Landrum family of companies, known as Landrum Human Resources, Inc. continued to grow with the addition of Landrum Consulting in 2008. This added the components of human resources consulting, training, and staff development to our client offerings. We opened a branch in Fort Walton Beach in the third quarter of 2011, bringing all Landrum Human Resources, Inc. services to Okaloosa and Walton counties.

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: ECUA Telephone #: 850-969-3362

Contact Name: Cindy Sutherland, HR Director E-mail Address: Cindy.Sutherland@ECUA,FL.Gov

Scope of Work Provided: Temp and temp-to-hire services to fill administrative, customer service, industrial, and IT positions.

Serving since 1987 - approx. 74 employees per year.

Reference #2

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

Contact Name: Edward Sisson, HR Director E-mail Address: ESisson@CityofPensacola.com

Scope of Work Provided: Temp and temp-to-hire services to fill clerical, customer service, administrative, professional,

maintenance, general labor, and utility technician positions. Serving since 1984 - approx. 147 employees per year.

Reference #3

Organization Name: City of Milton Telephone #: 850-983-5411

Contact Name: Brian Watkins, City Manager E-mail Address: Brian.Watkins@CI.Milton.FL.US

Scope of Work Provided: Temp and temp-to-hire services filling clerical, administrative, general labor, and utility technician

positions. Serving since mid-1990's - approx. 10-15 employees/year.



Local Ownership & Company Stability

Landrum has been a staple of the Pensacola community for forty-six (46) years and is here to stay. Landrum adheres to high ethical business practices and makes fiscally conservative financial decisions. A strategic succession plan has been implemented to ensure Landrum continues to maintain the exceptional standards that set us apart from the all the rest. While other providers may come and go, you can be sure Landrum will be here whenever you need us.

H. Britt Landrum, Jr. is Chief Executive Officer of Landrum Human Resource Companies, Inc., parent company of Landrum Staffing Services, which he founded in 1973, and Landrum Professional Employer Services, Inc., a professional employer organization he founded in 1983. A third entity, Landrum Consulting, Inc., a human resources and organizational development consulting firm, was founded in 2006. Headquartered in Pensacola, Florida, the company directly employs over 180 staff members. Landrum Professional co-employs and administers over 10,000 worksite employees in forty-four (44) states. Landrum Staffing Services, which specializes in both permanent and temporary staffing, regularly provides jobs for over 1,000 people weekly in northwest Florida. Since 2004, the parent company, Landrum Human Resource Companies, Inc. has been listed in the top 100 of Florida's privately owned companies and was the only Pensacola based company to make the list in 2015. In 2009, for the fifth year in a row, the company was honored by being named as one of the top twenty-five Best Small Companies to Work for in America. In June 2007, Landrum Professional Employer Services received the Florida Governor's Sterling Award for organizational excellence.

Britt Landrum, III, SPHR, serves as President of Landrum Human Resources. He started working for the company after graduating from Oglethorpe University in Atlanta in 1992 and took on increasingly more technical and managerial responsibility over the last twenty-two years. Britt is certified as a Senior Professional in Human Resources (SPHR) and a Microsoft Certified Systems Engineer. He has broad experience with the company including sales, technology, operations and management. Britt is an active board member of the National Association of Professional Employer Organizations (NAPEO) and serves as Chair for both the Marketing Committee and Operations/Technology Planning Committee. He also serves as the Secretary of the Executive Board of PayPlus Software; a leading provider of payroll software and solutions for the PEO, ASO and Payroll Service Industries. Britt is a member of the Board of the Employer Services Assurance Corporation (ESAC); an accreditation and financial assurance program for the professional employer organization (PEO) industry.

Reliable Team of Staffing Experts

Landrum offers a depth of *local staffing experience* above any other staffing service in the Florida Panhandle. Over the years, we have been particular in selecting staff, hiring only the most qualified human resources professionals. This practice allows us to provide our customers the highest level of expertise to successfully navigate today's complex world of staffing and human resources. With a team of thirteen (13) Human Resource Specialists, we stand ready to take your call and meet your needs.

Our Fort Walton Beach staff will provide primary service to Okaloosa County and our main office in Pensacola is always available for additional support. The following is a listing of key staff who are ready to meet your needs:

*Fort Walton Beach Office, 75 Eglin Parkway, NE, Suite 110, Fort Walton Beach, FL 32548
850-244-0026*

Brittany Commiskey, PHR, SHRM-CP – 850-266-6272 BCommiskey@LandrumHR.com

Brittany is Branch Manager for our Fort Walton Beach office. Brittany has been with Landrum for 5 years and came to us with 5 years of managerial experience in the restaurant and retail industry. Brittany is a regular presenter and panelist at Hurlburt Air Force Base, Emerald Coast Professional's Networking Group, University of West Florida and Northwest Florida State College. Topics include resume writing, networking and social media, interviewing, and job search techniques. She holds a Bachelors of Science degree and Masters of Science degree in Human Resource Management. She has earned her certification as PHR (Professional in Human Resources) from the Human Resources Certification Institute and the SHRM-CP (Certified Professional) designation from the Society of Human Resource Management. She is a board member of the Panhandle Job Fair and Emerald Coast Chapter of the Society for Human Resource Management.

Laura Kirby – 850-266-6157 LKirby@LandrumHR.com

Laura is the Business Development Manager for Okaloosa and Walton Counties and will meet with Okaloosa County Human Resources and assignment supervisors regularly to ensure the highest level of service is being achieved. She has been with Landrum for 3.5 years. Laura helps companies develop a strategic and comprehensive approach for managing people and the workplace environment. She graduated from the University of Florida with a degree in Advertising and a minor in Marketing. After graduating, Laura worked as an Advertising Account Executive and Marketing Director for a real estate firm. She is presently pursuing a master's degree in Strategic Communication and Leadership at the University of West Florida. Laura is presently on the Emerald Coast Chapter of the Society for Human Resource Management Board as Student Liaison to the Student SHRM Chapter at NW Florida State College, Membership Chair for the Fort Walton Beach Rotary, and active member of the Navarre, Fort Walton Beach, Destin, South Walton, Crestview and Niceville Chambers.

Jamie McKibben – 850-266-6275 JMcKibben@LandrumHR.com

Jamie is Human Resource Specialist in our Fort Walton Beach Office and will be the assigned contact for staffing needs for Okaloosa County. She holds a Bachelors degree in Business Administration with an emphasis on Human Resource Management. Prior to working with Landrum, Jamie gained experience in working with local government entities while she was the Executive Assistant to a government official. Jamie focuses on staffing for light industrial, administrative and professional positions. She hones her recruiting and networking skills by participating in various community job fairs and attending local SHRM (Society for Human Resource Management) meetings.

Pensacola Office, 6723 Plantation Road, Pensacola, FL 32504 - 850-476-5100

Denise McLeod, SPHR - 850-266-6120 DMcLeod@LandrumHR.com

Denise is Vice President of Human Resources and Staffing. She has 40 years staffing experience specific to the Northwest Florida area. Denise is responsible for strategic planning and direction of Landrum Staffing Services, Human Resources, and Benefits. Denise holds a BS degree in Business Administration with an emphasis in Human Resources. She also earned her SPHR (Senior Professional in Human Resources Management) in 1993 and has since earned SPHR lifetime designation.

Mandy Resmondo, PHR, SHRM-CP - 850-266-6217 MResmondo@LandrumHR.com

Mandy is Regional Director of Staffing. Mandy has been a vital Landrum team member for 9 years. Her background is highlighted with an additional 5 years of Human Resources experience in the technical and manufacturing staffing environments. Mandy is responsible for overseeing all staffing and recruitment operations. She is a member of the Five Flags of Pensacola Rotary Club and holds a BA degree in Communications. She earned her certification as PHR (Professional in Human Resources) from the Human Resources Certification Institute and the SHRM-CP (Certified Professional) designation from the Society of Human Resource Management.

Byron Stokes - 850-266-6272 BStokes@LandrumHR.com

Byron is Director of Business Development. He has been with Landrum for less than a year and brings a sales management perspective centered on helping clients make informed decisions about their business. Byron has managed his family's business (medical goods and supplies), started and owned two businesses, and most recently came to Landrum from the manufacturing industry. He holds a BA degree in Business Administration and has good experience in the areas of speaking, teaching, and training.

Johanna Pohlmann, PHR - 850-266-6117 JPohlmann@LandrumHR.com

Johanna is Client Relations Manager. Johanna has been with Landrum for 18 years. Prior to this, she was employed for several years as the Regional Human Resources Manager for a grocery distributor and also worked in Training and Recruiting for a major retail chain. Johanna's goal is that of client satisfaction, issue resolution and client retention. She also serves as the Human Resources Manager for approximately 250 staffing services employees. She received the designation of PHR (Professional in Human Resources) in December, 2003.

Lisa Nagem, CCP - 850-266-6187 LNagem@LandrumHR.com

Lisa is Supervisor of the Landrum Staffing Accounting/Payroll Department. Lisa has been with Landrum for 20 years, with her work responsibilities concentrated in the payroll and accounting areas. She supervises two Payroll/Accounting Technicians and administers our electronic time reporting system. In addition, she oversees the processing of weekly payrolls, billing and invoice management, and accounts receivables. Lisa holds the designation of CPP (Certified Payroll Professional) by the American Payroll Association.

Sharon Williams, PHR, SHRM-CP, CSP - 850-266-6121 SWilliams@LandrumHR.com

Sharon is Landrum Staffing Business Development Manager/Bid & Proposal Specialist. She has been with Landrum Companies for 10 years. She serves Landrum clients in a consultative capacity, through assessing specific needs and assisting in the development of services and programs to best meet those needs while also implementing sales efforts for growing Landrum's customer base. She is also responsible for gathering pertinent information and preparing proposals and bid responses for staffing services. She has a BA in Legal Studies and is President of the Milton Rotary Club. She received the designation of CSP in 2008, PHR (Professional in Human Resources) in January 2009, and SHRM-CP in

2015 and serves as the Legislative Committee Chair for the Greater Pensacola Chapter of the Society for Human Resource Management (GPSHRM).

Team of Thirteen Human Resources Specialists - Industrial and Administrative/Professional Divisions
The remaining members of our Human Resources Team offer comprehensive and timely support to Okaloosa County. This group has a total of 128 years staffing experience in the Pensacola and Fort Walton Beach areas with nine (9) members holding the CSP (Certified Staffing Professional), PHR (Professional in Human Resources), or SPHR (Senior Professional in Human Resources) designations.

Community Investment

Landrum is fully invested in the Panhandle area community and believes that commitment to community is much more than financial support. For us, it's also volunteerism, education and setting a good example. Landrum staff members are active as participants and leaders in efforts including *Junior Achievement, Big Brothers/Big Sisters, Rotary Club, Relay for Life, United Cerebral Palsy, WSRE-TV, Pensacola Children's Chorus, Families Count, United Way* and more. We founded the *Landrum Employees Charitable Foundation* in 2005, supporting local scholarships and offering financial assistance to individuals in the event of a catastrophic loss. Landrum staff members are generous, initiating internal fundraising events and contributing thousands of dollars to support local non-profit and community needs. For several years Landrum Companies has presented "*Breakfast with the Fed*" for our business community, featuring a timely report from Federal Reserve officials. Landrum has led the way in educating business leaders across the country on the "*Affordable Care Act*" through multiple webinars and training sessions, keeping abreast of the ever-changing requirements. Landrum steps up to the plate whenever there is a need for local businesses to better understand how current issues may affect their organizations. In May, 2016, we presented the webinar entitled "Overview and Summary of the Final Rule Regarding Changes to the White Collar Exemption of the Fair Labor Standards Act (FLSA)". We previously provided a webinar regarding the 2010 State Unemployment Tax increase and co-hosted a weekly public service television segment entitled "Now Hiring" during the recession. We stay on top of these issues so we are always ready to support local businesses.



Landrum assures you that we will serve you with the highest level of integrity in every aspect of staffing, human resources, and business practices. Landrum 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, handicap, disability, veteran status, or marital status. Our Equal Employment Opportunity Policy is administered in accordance with state and federal policies pertaining to age. Applicants are referred only on the basis of required skills, training, education and experience.

Attracting the Best Candidates

Due to our reputation in the community for having the best jobs available, we receive about fifty (50) unsolicited resumes to our website each day. We have developed a “recruiting machine,” interviewing and screening approximately seventy-five (75) applicants a day to assure the availability of qualified candidates. Having thirteen (13) experienced Human Resources Specialists and a full-time dedicated Recruiter on staff allows us the ability to “perpetually recruit” and select the best candidates for our clients. Landrum stays on the cutting edge of recruitment resources, tapping into the world of passive candidates through professional job advertisements on Facebook, LinkedIn, Twitter, and Instagram. We also utilize Indeed and have five (5) digital billboards placed strategically in Fort Walton Beach and Pensacola. Landrum also participates in local job fairs and reaches out to businesses and schools in our community. Our active involvement with the Pensacola and Fort Walton Beach chapters of the Society of Human Resources Management, provides critical networking and referral services from more than 200 other human resource professionals along the Gulf Coast.

Safe and Qualified Candidates

Consistent and thorough pre-employment screening is a Landrum hallmark. Screening begins with the applicant’s first call or visit to Landrum. This screening provides a brief introduction into the applicant’s recent employment history, skill sets, and job needs. From this first contact, our reference department also evaluates the candidate’s communication skills, level of professionalism, and ability to follow instructions. *All selected applicants* are scheduled to complete the following comprehensive screening process prior to being recommended to our clients for open positions. As required by the County, Landrum will provide documentation reflecting satisfactory completion of criminal background checks, Motor Vehicle Records checks, drug screens, I-9’s, and E-Verify for all employees selected to work on assignments with the County.

Drug Screen

Applicants are required to complete an Application for Employment and successfully pass the drug screen. With a Drug-Free Workplace supervisor and support staff in place, all applicants are drug screened in-house at the time of their interview. Pre-employment drug screens are performed at no additional cost to our clients and no cost to our applicants.

Drug screening is a condition of employment for all accepted applicants. Landrum's Substance Abuse Policy not only stipulates pre-employment drug screening, but also allows for random, reasonable suspicion and post-accident drug testing. If an applicant does not pass our in-house drug screen, they have one (1) hour to report to our designated laboratory for a confirmation test. If the confirmation test is positive, the applicant is not eligible to work for Landrum and cannot reapply to work for Landrum for six (6) months.

Face-to-Face Candidate Evaluation

Each applicant meets with a Human Resources Assistant for discussion regarding the applicant's employment goals and to further assess appropriate placement with our clients. If the applicant is accepted for employment, they are skill tested as applicable and complete a Form I-9 of the Immigration and Naturalization Service. These applicants are also processed through the federal E-Verify system to further ensure eligibility for work in the U.S.

Skills Assessment

Landrum utilizes the Kenexa Prove-It skills assessment program featuring more than 1,000 validated assessment software tests for office/professional, industrial, healthcare, legal, and technical job classifications. This product gives Landrum the ability to identify and select the most talented candidates based on testing results. Software assessments require the test taker to complete an actual software task in a fully functional software environment. Prove-It's fully interactive Desktop Application tests are also available via the Internet.

Background Checks

Criminal background checks are completed on all accepted applicants. A FDLE criminal background check is run by our own technician and additional out-of-state criminal background checks are conducted for other states in which the applicant has lived in the past seven (7) years. These checks are included as part of Landrum's service to assure due diligence in identifying safe candidates for employment with our clients. There is no additional charge to Okaloosa County or to our applicants. Landrum completes Motor Vehicle Records checks and credit checks for applicants applying for relevant positions.

Landrum has the ability to incorporate a variety of additional checks and testing, such as DOT drug screens, social security number verifications, specialized skills testing, Okaloosa County specific orientation videos and safety and procedure orientations. These could be performed at additional costs to the County.

Post-Job Offer Medical History Questionnaire

To further assess applicants' suitability for positions, all applicants complete a Post-Job Offer Medical History Questionnaire. Prior to applicants being placed on any assignment, the Medical Questionnaire is reviewed and any ADA (Americans with Disabilities Act) questions are resolved.

Employment References

Employment references are completed on all accepted applicants. References must be satisfactory before the applicant is placed on assignment with our clients.



The Landrum Difference

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

Landrum has the skilled staff 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 "Call-Em-All," our automated telephone messaging system. This system is regularly employed for special recruiting needs, such as an opportunity requiring a high volume of candidates or to fill an immediate need.

When Hurricane Ivan devastated the Florida Panhandle, Landrum provided 250 people to work with the Army Corp of Engineers on the Blue Roof Program. We also provided another 150 employees to work with local businesses when their own employees were temporarily unable to return to work.

Landrum-Recruited Candidates

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

Landrum-recruited employees placed on assignment at Okaloosa County are eligible for hire by the County with no roll-over fee after completion of twelve (12) weeks of employment through Landrum. If Okaloosa County chooses to hire a Landrum-recruited candidate prior to completion of the twelve (12) week requirement, you may do so at the direct buyout rate pro-rated for time worked. Landrum employees on assignment with Okaloosa County under our current contract will not start over with the 12-week requirement if Landrum is awarded a new contract.

Landrum's Human Resources Specialists will stay in close contact with the Okaloosa County assignment supervisor to ensure the employee's performance is progressing appropriately. The supervisor will be contacted the first day of arrival to ensure the employee reported as expected. One week following the employee's start date, the Human Resources Specialist will contact the supervisor to confirm the employee is performing satisfactorily. A written evaluation form will be emailed to the employee's supervisor after 30 days on the assignment. Okaloosa County supervisors are encouraged to contact the Landrum Human Resources Specialist at any time to report any concerns with the employee. In addition, our Business Development Manager will visit Okaloosa County periodically to answer questions, coordinate changes, and evaluate the performance of Landrum employees.

In the event an assigned employee is deemed to be unacceptable, your Landrum Human Resources Specialist will handle the situation immediately upon notification. Depending upon the circumstances and the preference of the Okaloosa County supervisor, we can arrange for the immediate removal of the employee or have them complete work through the end of their scheduled shift. We will work diligently to replace this candidate as quickly as possible and will make it our top priority to minimize loss of productivity. The replacement candidate will only be required to complete the remaining time in the original 12-week commitment to be eligible for hire with no roll-over fee.

Payrolled Employees

When Okaloosa County places employees through Landrum for payrolling purposes, they may be hired onto your payroll at any time with no roll-over fee. For clarification, there would be no time requirement for working through Landrum.

Direct Hire

Okaloosa County may choose to hire a candidate directly onto your payroll for a buy-out fee of 15% of the annual salary.

Candidate Training

The *Kenexa Prove-It* skills assessment program utilized by Landrum also features software learning tools that provide the employee the ability to increase their software proficiencies from entry level to advanced software capability.

Local Payroll Processing

A critical item that speaks to the satisfaction and happiness of a workforce is a timely and correct paycheck. Our payroll department is located in our Pensacola office and has established critical regional banking partnerships. Landrum employees can speak to our Payroll representatives directly - by phone or in person - if they have any questions about their pay, deductions, child support orders and more. On the rare occasion that an error is made, a correction can be made without any delay to the employee. National services' payrolls are processed in centralized payroll units that are states away. A corrected check or lost check may take as long as a week to receive. When the potential for business or bank closures occurs because of impending threats such as hurricanes, Landrum processes payroll early for our employees.

Landrum pays employees by direct deposit or Visa debit pay card, eliminating the possibility of lost or stolen paychecks and time away from work to retrieve paper paychecks. Employees may view their check stubs twenty-four hours a day via our online secure site on Landrum's employee portal. In addition, this site provides employees quick and easy online access to a number of forms, including their E-W2 Wage and Tax Statement, W-4 Employee's Withholding Allowance Certificate, and address change forms.

Landrum's weekly payroll period is Sunday through midnight on Saturday. You are assured we adhere strictly to the regulations of the Fair Labor Standards Act (FLSA) and the Wage and Hour Division. Landrum's payroll manager reached her 20-year milestone with Landrum this year. She holds the designation of CPP (Certified Payroll Professional) by the American Payroll Association and has received accolades for her exceptionally high level of accuracy in managing our payroll.

Electronic Timekeeping System

Landrum Staffing employees submit their time electronically into our PeopleNet timekeeping system weekly. The system is accessible through the internet via computer or cell phone. Time for each week must be submitted by midnight on Saturday nights. The Okaloosa County supervisor will receive an

email on Monday mornings to view and approve or reject the timesheet. Supervisors will note any discrepancies in the note section provided on the timesheet. Employees are paid weekly on Fridays. Employees are notified of all changes to pay dates, such as holidays or imminent potential for business or bank closures due to impending threats such as hurricanes, through our automated mass calling system, Call-Em-All, via phone calls and emails.

Customized Reporting

Landrum has the ability to provide custom reports for Okaloosa County based on your specific needs. Our in-house Applications Support Specialist has a thorough understanding of the staffing demands and particular reporting requirements of our clients.

Business Continuity/ Disaster Recovery

Landrum Staffing has a Disaster Recovery Plan to ensure our ability to continue operations in the event of unplanned business interruptions resulting from hurricanes, phone outages, or other unforeseen disasters.

To support our need to continue uninterrupted operations we have a 480-volt Kohler Power Systems Generator. Power is restored to our Pensacola location within three seconds of a power outage. All work would continue from this location to ensure your needs are covered. During any natural disaster, all Kohler Generator Technicians are mobilized. Our generator system is tested weekly and has served us well during outages caused by past hurricanes. Following Hurricane Ivan, we were fully operating within 36 hours.

In addition, we have redundant internet service providers and redundant phone lines. We contract with a SSAE-16 certified company in Atlanta to house our redundant data should we ever be prevented, by hurricane or other disaster, from accessing our data in Pensacola. We have a mobile satellite dish that provides wireless connectivity as well.

We also have a SWAT Team who can operate indefinitely at predetermined locations in Florida and South Carolina.

Landrum's ability to respond swiftly to the needs of our clients was put to the test on the evening of February 23rd, 2016. The GE Renewable Energy facility was ripped by an EF-3 tornado. Thankfully no employees were injured as a result of the storm; however, significant damage was sustained to infrastructure, manufacturing and warehouse buildings, inventory and personal vehicles belonging to both GE and Landrum team members. At first light Wednesday morning, the damage assessment forecast was a recovery time of 3-4 weeks before the facility could resume operations. No one could really wrap their head around where to start, but start we did. Landrum, teamed with a number of other local contractors, began to develop a strategic recovery plan with GE's Leadership Team. Roles and responsibilities were clearly defined and tasks were assigned based on experience and skill set. By Friday, the facility was light years ahead of where we started on Wednesday. Led by a team of (40) Landrum personnel and another (15) sub-contractors, the facility reopened to full operations on Monday, February 29th. What once was predicted as a 3-4 week recovery effort, turned into a 5-day recovery success. All work was executed with the highest level of personal safety and not the first Landrum employee or sub-contractor received a single scratch. The hard work and long hours put in by the Landrum Team truly demonstrated the commitment to our customer - GE.

Our messaging technology allows us to conduct mass calling to all Landrum employees both internal and temporaries working on assignments with clients. We use this system when our area is under threat of a hurricane to notify our employees of procedures and instructions necessary during this event, such as reporting to work and alternate pay arrangements.

Minimizing Legal Risk / General Counsel

Ever increasing employment law changes, the threat of unionization, volatile employee issues such as sexual harassment, wrongful discharge, discrimination and retaliation, and more are all threats to productivity, profitability, and uninterrupted business operations. Prompt and correct attention to these legally explosive issues presents another layer of protection for Okaloosa County.

For these reasons and more, Landrum has Employment Attorney, Amie Remington, on staff in our office. Amie also serves as our Corporate Ethics Officer. She provides ongoing support and advice to internal Landrum staff pertaining to all of these issues and is intimately knowledgeable with labor law as it pertains to staffing services and their clients. You are assured that such regulations as the Americans with Disabilities Act (ADA), the Fair Labor Standards Act (FLSA), the Affordable Care Act (ACA), the Family and Medical Leave Act (FMLA), COBRA, HIPAA and more are all being addressed behind the scenes and correctly. Our FMLA responsibilities include tracking, eligibility determination, required notification letters, documentation for leave requests, medical certification and return-to-work documentation, and intermittent hours and expiration.

In today's environment, it is particularly crucial to stay apprised of pending and enacted legislative actions that can impact anything to do with employment and the staffing industry. Okaloosa County can rest assured that Landrum stays ahead of the issues, researching and preparing options to address any potential legislative changes, then implementing the appropriate policies and procedures for compliance with enacted decisions.

Ethics Officer

Landrum's Ethics Officer/General Counsel is responsible for ensuring the ethical behavior of all Landrum Companies, Inc. employees. If an employee believes that an act of dishonesty or theft has occurred in the workplace, the employee should make an immediate report directly to the Corporate Ethics Officer. When a report of this nature is received, the Corporate Ethics Officer will immediately investigate the matter. If it is determined that any behavior violates the integrity of our internal or external processes, appropriate action will be taken.

Value Added
Services
No Added Cost



Risk Management

Landrum's in-house Risk Management team works with our clients to ensure that a safe, healthy, and compliant workplace is maintained. As a Landrum Staffing client, our Loss Prevention Consultant team can provide services specific to those temporary positions such as, position assessments and workplace accident investigation. 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. Specific Safety Education courses include:

- Hazard Communication
- Personal Protective Equipment (PPE)
- Proper lifting techniques
- Other OSHA related topics

Landrum Consulting In-House Seminars and Webinars

Landrum provides complimentary training to our clients. Okaloosa County may send up to two employees to participate in leadership, safety, and HR-related seminars provided at Landrum. Seminar content is updated to provide the most current and relevant information. Many of our seminars offer credit towards maintenance of professional human resources and safety certifications. Webinars are also provided complimentary and typically speak to current specific complex issues, such as ERISA, Health Care Reform, and FLSA legislative initiatives.

Landrum Companies' professional training seminars are one of the most valuable services we offer. Seminars are scheduled throughout the year and include topics such as:

- Interviewing & Hiring
- Bullying & Harassment
- Conflict Management
- Documentation & Discipline
- Customer Service
- Supervisory Safety Skills
- Safety Pays

Employee Benefits



Landrum employees have immediate access to a host of benefits at the time of hire. These benefits include:

- Blue Cross and Blue Shield Health Insurance *
- Aetna Health Choices **
- Electronic timesheet entry via PeopleNet, including smart phone access
- Weekly pay processed locally
- Direct deposit and pay card options
- Entertainment discounts – movies, theme parks, and shows
- Car rental discounts
- Lodging discounts
- Employee of the month awards
- Referral bonus program
- Employee Assistance Fund
- Employee Assistance Program (EAP)
- The Landrum Newsletter
- Free computer-based tutorials and training
- Landrum Staffing website – www.LandrumHR.com – offering job opportunities, employment tips and advice, updates, discount tickets, access to paycheck statements and payroll forms, and more

**In compliance with the Affordable Care Act, Landrum Staffing Services has partnered with Combined Insurance Services to offer a Blue Cross and Blue Shield of Florida ACA-compliant health care insurance solution to our temporary employees. Combined Insurance Services also offers excellent individual dental and life insurance plans.*

***Landrum Staffing also offers an Aetna Health Choices affordable insurance plan as a supplemental insurance option that provides limited accident and illness coverage.*



Landrum is pleased to provide discounted rates based on a graduated pay scale. It is our philosophy to be fair in establishing bill rates that provide a reasonable markup even as pay rates increase. Therefore, we submit the following markups based on a pay range for each workers' compensation class code for which we can provide employees. These markups include required employer payroll deductions along with recruitment, prescreening, benefits, payroll, and human resource services as explained in this proposal. The only additional charge is \$0.12/hour as required to comply with the Affordable Care Act.

Workers' Compensation Classification	Pay Ranges with Applicable Percentage Markups – Recruited by Landrum					
	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
5506	46.2%	42.3%	39.6%	37.2%	33.9%	32.4%
5509	47.7%	43.9%	41.1%	38.7%	35.4%	33.9%
7403	40.5%	36.6%	33.9%	31.4%	28.2%	26.7%
7520	38.5%	34.6%	31.9%	29.4%	26.1%	24.7%
7580	37.6%	33.7%	30.9%	28.5%	25.2%	23.8%
7590	41.4%	37.5%	34.8%	32.4%	29.1%	27.6%
8292	40.0%	36.1%	33.4%	31.0%	27.7%	26.2%
8380	37.3%	33.4%	30.7%	28.3%	25.0%	23.5%
8393	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%
8601	33.3%	29.4%	26.6%	24.2%	21.4%	19.9%
8602	34.3%	30.4%	27.7%	25.2%	21.9%	20.5%
8742	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8810	32.7%	28.8%	26.1%	23.7%	20.4%	18.9%
8820	32.7%	28.8%	26.1%	23.6%	20.4%	18.9%
8832	33.0%	29.1%	26.4%	24.0%	20.7%	19.2%
8868	33.2%	29.3%	26.6%	24.1%	20.9%	19.4%
8871	32.7%	28.8%	26.1%	23.7%	20.4%	18.9%
9014	39.0%	35.1%	32.4%	29.9%	26.6%	25.2%
9015	39.1%	35.2%	32.4%	30.0%	26.7%	25.3%
9102	39.1%	35.2%	32.5%	30.1%	26.8%	25.3%
9154	33.3%	29.4%	26.7%	24.2%	20.9%	19.5%
9402	44.7%	40.9%	38.1%	35.7%	32.4%	30.9%
9410	35.6%	31.7%	29.0%	26.5%	23.3%	21.8%

Workers' Compensation Classification	Pay Ranges with applicable percentage markups – Payroll					
	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
5506	41.6%	38.5%	36.4%	34.4%	31.8%	30.6%
5509	43.2%	40.1%	37.9%	36.0%	33.3%	32.1%
7403	35.9%	32.8%	30.6%	28.7%	26.1%	24.9%
7520	33.9%	30.8%	28.6%	26.7%	24.1%	22.9%
7580	33.0%	29.9%	27.7%	25.8%	23.2%	22.0%
7590	36.9%	33.8%	31.6%	29.6%	27.0%	25.8%
8292	35.4%	32.3%	30.2%	28.2%	25.6%	24.0%
8380	32.8%	29.7%	27.5%	25.5%	22.9%	21.7%
8393	31.0%	27.9%	25.7%	23.8%	21.2%	20.0%
8601	28.7%	25.6%	23.4%	21.5%	19.4%	18.1%
8602	29.7%	26.6%	24.4%	22.5%	19.9%	18.7%
8742	28.5%	25.4%	23.2%	21.2%	18.6%	17.4%
8810	28.2%	25.1%	22.9%	20.9%	18.3%	17.1%
8820	28.1%	25.0%	22.8%	20.9%	18.3%	17.1%
8832	28.4%	25.3%	23.2%	21.2%	18.6%	17.4%
8868	28.6%	25.5%	23.3%	21.4%	18.8%	17.6%
8871	28.2%	25.1%	22.9%	20.9%	18.3%	17.1%
9014	34.4%	31.3%	29.1%	27.2%	24.6%	23.4%
9015	34.5%	31.4%	29.2%	27.3%	24.7%	23.5%
9102	34.6%	31.5%	29.3%	27.3%	24.7%	23.5%
9154	28.7%	25.6%	23.4%	21.5%	18.9%	17.7%
9402	40.2%	37.1%	34.9%	33.0%	30.3%	29.1%
9410	31.0%	27.9%	25.7%	23.8%	21.2%	20.0%

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 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 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>	32.4% - 46.2%	30.6% - 41.6%

SEE ATTACHED

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 regravelling 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 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 hydromulcher 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>	<p>33.9% - 47.7%</p> <p>SEE ATTACHED</p>	<p>32.1% - 43.2%</p>
6217	EXCAVATION & DRIVERS NOC	UNABLE TO	PROVIDE

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	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.		
7370	TAXICAB CO.: ALL OTHER EMPLOYEES & DRIVERS 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.	UNABLE TO	PROVIDE
7403	AVIATION-ALL OTHER EMPLOYEES & DRIVERS 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.	26.7% - 40.5% SEE ATTACHED	24.9% - 35.9%
7520	WATERWORKS OPERATION & DRIVERS 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	24.7% - 38.5% SEE ATTACHED	22.9% - 33.9%

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>	<p>23.8% - 37.6%</p> <p>SEE ATTACHED</p>	<p>22.0% - 33.0%</p>
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>	<p>27.6% - 41.4%</p>	<p>25.8% - 36.9%</p>
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>	<p>UNABLE TO</p>	<p>PROVIDE</p>
7720	<p>POLICE OFFICERS & DRIVERS</p>	<p>UNABLE TO</p>	<p>PROVIDE</p>

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 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>	<p>26.2% - 40.0%</p> <p>SEE ATTACHED</p>	<p>24.0% - 35.4%</p>
8380	AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS		

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>	<p>23.5% - 37.3%</p> <p>SEE ATTACHED</p>	<p>21.7% - 32.8%</p>
8393	<p>AUTOMOBILE BODY REPAIR 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>	<p>21.8% - 35.6%</p> <p>SEE ATTACHED</p>	<p>20.0% - 31.0%</p>

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>	<p>19.9% - 33.3%</p> <p>SEE ATTACHED</p>	<p>18.1% - 28.7%</p>
8602	<p>SURVEYORS, TIMBER CRUISERS, OIL OR GAS GEOLOGISTS OR SCOUTS, & DRIVERS 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>	<p>20.5% - 34.3%</p> <p>SEE ATTACHED</p>	<p>18.7% - 29.7%</p>

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	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.		
8742	SALESPERSONS OR COLLECTORS-OUTSIDE Applied to outside salespersons or collectors. Since these employees are common to many businesses, they are considered to be Standard Exceptions.	19.2% - 33.0% SEE AT	17.4% - 28.5% TACHED
8810	CLERICAL OFFICE EMPLOYEES NOC 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.	18.9% - 32.7% SEE ATTACHED	17.1% - 28.2%
8820	ATTORNEY-ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS 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	18.9% - 32.7% SEE ATTACHED	17.1% - 28.1%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	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.		
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>	<p>19.2% - 33.0%</p> <p>SEE ATTACHED</p>	<p>17.4% - 28.4%</p>
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>	<p>19.4% - 33.2%</p> <p>SEE ATTACHED</p>	<p>17.6% - 28.6%</p>

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	<p>CLERICAL TELECOMMUTER EMPLOYEES</p> <p>Performs clerical duties in a residence. A residence office is a clerical work area located within the home of the clerical employee. Additional requirements are that the residence office must be separate and distinct from the location of the employer. Clerical duties of an employee classified to this Code include but are not limited to creation or maintenance of financial or other employer records, handling correspondence, computer composition, technical drafting, and telephone duties, including sales by phone. Telecommuter employees who also engage in duties away from the residence such as depositing funds at banks, the purchase of office supplies, and/or the pickup or delivery of mail are assigned to this Code provided these duties are incidental and directly related to that employee's duties in the residential office. This Code is not applicable to telecommuting employees who engage in outside sales; any work which exposes the telecommuting employee to the operative hazards of the business; and any work, such as a stock or tally clerk, which is necessary, incidental or related to any operations of the business and takes place in an area other than a residential clerical office.</p>	<p>18.9% - 32.7%</p> <p>SEE ATTACHED</p>	<p>17.1% - 28.2%</p>
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>	<p>25.2% - 39.0%</p> <p>SEE ATTACHED</p>	<p>23.4% - 34.4%</p>
9015	BUILDING OR PROPERTY MANAGEMENT-ALL OTHER EMPLOYEES		

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	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.	25.3% - 39.1%	23.5% - 34.5%
9102	PARK NOC-ALL EMPLOYEES & DRIVERS Applied to all employees engaged in the operation of public parks, which may be owned or operated by administrative agencies of federal, state, county, or municipal governments or civic organizations such as Rotary Clubs, Kiwanis Clubs, Chambers of Commerce, and Police Benevolent Associations. Operations in this Code include the care, custody, and maintenance of all buildings within the parks such as administrative buildings, rest houses, pavilions, stables, and equipment storage buildings; maintenance of park grounds, trees, shrubs, and flowers; and maintenance of baseball diamonds, tennis courts, swimming pools, and zoos.	25.3% - 39.1%	23.5% - 34.6%
9154	THEATER NOC: ALL OTHER EMPLOYEES. 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.	19.5% - 33.3%	17.7% - 28.7%

SEE ATTACHED

SEE ATTACHED

SEE ATTACHED

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
9402	<p>STREET CLEANING & DRIVERS 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 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</p>	<p>30.9% - 44.7%</p> <p>SEE ATTACHED</p>	<p>29.1% - 40.2%</p>

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	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.		
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC 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.	21.8% - 35.6%	20.0% - 31.0% SEE ATTACHED

Supplement to RFP 07-17

Below are additional rates as requested for workers' compensation code 8385. Landrum is unable to provide candidates for workers' compensation code 7382.

Workers' Compensation Classification	Pay Ranges with applicable percentage markups -- Recruited by Landrum					
	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
8385	36.9%	33.0%	30.3%	27.9%	24.6%	23.1%

Workers' Compensation Classification	Pay Ranges with applicable percentage markups -- Payroll					
	\$10.00 - \$12.00	\$12.01 - \$14.50	\$14.51 - \$16.50	\$16.51 - \$20.00	\$20.01 - \$28.00	\$28.01 and above
8385	32.3%	29.2%	27.1%	25.1%	22.5%	21.3%



The Addendum Acknowledgment Form and Addendums 1-4 are included in this section.

PROPOSAL REQUIREMENTS

Purpose:

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

Background:

Temporary employment agencies are used primarily to fill temporary vacancies due to turnover and extended absences, and sometimes to augment current staffing during times of heavy workload. Outsourcing staffing allows for quick assistance, and helps to reduce costs compared to regular budgeted positions with benefits. Over the past three fiscal years, our expenses for temporary employment services has grown from \$539,808 in FY13 to \$895,664 in FY16. Since these services are obtained on an as-needed basis and there may be multiple contracts awarded, there is no guarantee of work.

Scope of Work:

- A. **Job Descriptions:** Job description(s) are based on established Florida workers' compensation codes based on types of work performed (included as **Exhibit A**).
1. Should the County require temporary labor for a job description outside of those listed herein, the County will contact the selected agencies to negotiate a competitive price.
- B. **Wages/Benefits/Insurance:** The Agency will be responsible for all employer requirements (including, but not limited to, paying wages and withholding/reporting payroll and other taxes) for temporary employees placed by the Agency. In addition, the Agency will be responsible for all benefit obligations, reports and deductions (including, but not limited to, Workers' Compensation, Fair Labor Standards Act, Family & Medical Leave Act and the Affordable Care Act) for temporary employees placed by the Agency. The County's sole monetary responsibility will be to pay the Agency the agreed hourly rate and agreed to fees.
- C. **Certification(s) of Compliance:** The Agency shall be responsible for full compliance with any and all federal, state and local laws relating to the employment of persons including, but not limited to, the Fair Labor Standards Act, the Family & Medical Leave Act, the Affordable Care Act, Workers' Compensation, the Civil Rights Act (1964/91), Americans with Disabilities Act, Age Discrimination in Employment Act, and pertinent guidelines of the Federal Equal Employment Opportunity Commission. All proposals submitted pursuant to this RFP must include signed copies of the certifications, clauses, and acknowledgement forms required by the Federal Transit Administration attached hereto as **Exhibit B**.
- D. The Agency must certify by providing documentation to the County that all temporary employees furnished have satisfactorily met and complied with the following criteria:
1. Acceptable Fingerprints/Criminal History Background Check by the Florida Department of Law Enforcement (FDLE). If not a Florida resident for at least three (3) years, acceptable

criminal history background from additional state(s) of residency for the previous three (3) years.

2. 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. Drug Screening Test – Negative for controlled or illegal substances.
4. Completed I-9 Form and E-Verify Check.

C. **Work Environment:** The County will provide safety/personal protective equipment. Work clothing will be the responsibility of the temporary employee.

D. **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.

E. **Selection:** Selection among the various Agencies with which the County has a contract with will be based on cost to the County for temporary employee services, the types of jobs that can be covered/offered, previous experience of placing quality temporary employees and other articulable criteria as defined by the County.

Technical Specifications:

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

A. Provide a mark-up rate for recruitment and payroll service for each applicable workers' compensation code listed in Exhibit A that is inclusive of charges for criminal history checks, motor vehicle checks, drug screen testing, I-9/E-Verify checks and Affordable Care Act compliance.

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 criminal history checks, motor vehicle checks, drug screen testing, I-9/E-Verify checks and Affordable Care Act compliance cost(s) in the mark-up rate, provide an itemized cost for each item separately.

B. Provide a list of office(s) and contact information of Agency representative(s) who will supervise our accounts and will be available, upon request, to support our temporary employment needs and resolve billing and/or delivery problems.

1. Proposals received from agencies that maintain an office within a 75 mile radius of Okaloosa County will be given preference. This preference has been established since an agency within that radius of 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 personnel.
- 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 as a customer.

Evaluation Criteria:

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

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

Length of Contract, Renewals and Price Escalation:

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

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

After the initial contract term the County may consider pricing increases if the following conditions occur: a) There is a verifiable price increase to the Agency (e.g., changes in federal employment laws); b) The Agency submits to the 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.

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

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: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Reference #2

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Reference #3

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

GENERAL INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by County as Additional Insured. 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. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent 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 Respondent 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. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability
5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the project.

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. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The Respondent 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 Respondent'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 Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & 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 wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, Okaloosa County, 5479A Old Bethel Road, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR

above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and 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@co.okaloosa.fl.us
(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 bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site. To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

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 by printing in ink or by typewriter 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 be in blue ink. 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. 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.
4. **SUBMITTAL OF PROPOSAL** - A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **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.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for sixty (60) 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.

7. **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.

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

8. **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.

9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.

10. **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.

11. **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.

12. **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.

13. **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 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.

14. **AWARD OF CONTRACT -**

Okaloosa County Review - Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent 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.

- 15. **WARRANTY** – (The warranty will be in the name of Okaloosa County) Warranty work specified herein is for a minimum of two (2) years from delivery against defects in materials and in labor and workmanship. State the manufacturer's warranty with your proposal.
- 16. **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 #.

17. **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.
18. **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.
19. **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.

20. **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.

21. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** - Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
22. **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.
23. **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.

24. **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.

25. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed proposals, 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, proposals, or final replies, whichever is earlier.
26. **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.
27. **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.

28. **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.

29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

34. 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. No Contact Clause Form
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Certification Regarding Lobbying
- I. Government-wide Debarment, Suspension (Nonprocurement) – FTA
- J. Debarment and Suspension Certification
- K. Proposal Sheet

Okaloosa County Documents



The documents listed below follow this page:


- Respondent Acknowledgment Form
- Drug-Free Workplace Certification
- Conflict of Interest Disclosure Form
- Federal E-Verify Compliance Certification
- No Contact Clause Form
- Indemnification and Hold Harmless
- Company Data
- Certification Regarding Lobbying
- Government-wide Debarment, Suspension (Nonprocurement) - FTA
- Debarment and Suspension Certification
- Proposal Sheet

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: January 6, 2017 SIGNATURE: 

COMPANY: Landrum Staffing Services NAME: Denise T. McLeod
(Typed or Printed)

ADDRESS: 6723 Plantation Rd
Pensacola, FL 32504 TITLE: Vice President of Human Resources & Staffing

PHONE NO. 850-476-5100 x120 E-MAIL: dmcleod@landrumhr.com

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: X _____

NAME(S)	POSITION(S)

FIRM NAME: Landrum Staffing Services, Inc.

BY (PRINTED): Denise T. McLeod

BY (SIGNATURE): 

TITLE: Vice President of Human Resources & Staffing

ADDRESS: 6723 Plantation Rd, Pensacola, FL 32504

PHONE NO.: 850-476-5100 x120

E-MAIL : dmcleod@landrumhr.com

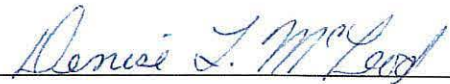
DATE: January 6, 2017

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: January 6, 2017

SIGNATURE: 

COMPANY: Landrum Staffing Services, Inc.

NAME: Denise T. McLeod

ADDRESS: 6723 Plantation Rd
Pensacola, FL 32504

TITLE: Vice President of Human Resources & Staffing

E-MAIL: dmcLeod@landrumhr.com

PHONE NO.: 850-476-5100 x120

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, 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 Board and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, County Administrator, or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

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 Denise T. McLeod representing Landrum Staffing Services, Inc.
Signature **Company Name**
Denise T. McLeod

On this 6th day of January 2017 2016 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

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 Staffing Services, Inc.
Respondent's Company Name


Authorized Signature – Manual

6723 Plantation Rd, Pensacola, FL 32504
Physical Address

Denise T. McLeod
Authorized Signature – Typed

6723 Plantation Rd, Pensacola, FL 32504
Mailing Address

Vice-President of Human Resources and Staffing
Title

850-476-5100
Phone Number

850-478-4559
FAX Number

850-503-3070
Cellular Number

850-476-5100
After-Hours Number(s)

January 6, 2017
Date

COMPANY DATA

Respondent's Company Name: Landrum Staffing Services, Inc.

Physical Address & Phone #: 6723 Plantation Rd.
Pensacola, FL 32504
850-476-5100

Contact Person (Typed-Printed): Mandy Resmondo, Regional Director of Staffing

Phone #: 850-266-6217

Cell #: 850-503-3070

Email: mresmondo@landrumhr.com

Federal ID or SS #: 59-1508876

DUNS¹ #: 03-561-9741

Respondent's License #: 3600100747487

Fax #: 850-478-4559

Emergency #'s After Hours,
Weekends & Holidays: 850-503-3070

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

¹ Data Universal Numbering System regulated by Dun & Bradstreet

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.

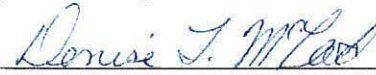
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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, Landrum Staffing Services, 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
Denise T. McLeod

Vice-President of Human Resources & Staffing Name and Title of Contractor's Authorized Official

January 6, 2017 Date

ADDENDUM ACKNOWLEDGEMENT

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
1	12/19/16
2	12/28/16
3	12/28/16
4	1/3/17

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.

ADDENDUM 1

RFP HR 07-17

This addendum is to provide the following questions and answers.

- 1) Can you please provide anticipated or historical annual spend by skill set and location?
 - a. We do not collect data by skill set and/or location. Over the past three fiscal years, our expenses for temporary employment services has grown from \$539,808 in FY13 to \$895,664 in FY 16. Since these services are obtained on an as-needed basis and there may be multiple contracts awarded, there is no guarantee of work.
- 2) How many suppliers do you use today? How long have these suppliers been working with you?
 - a. We currently have five contracts for temporary employment services. It is unknown how long the vendors have been providing these services; however, our current contracts have been in place since 2000, 2007, 2008 and 2014 (2).
- 3) How many suppliers do you anticipate choosing as a result of this RFP?
 - a. As many as it takes to obtain temporary employment services for the various positions we need to fill.
- 4) How will orders be distributed among awarded suppliers?
 - a. 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.
- 5) The RFP states "A proposal will not be accepted unless all conditions have been met." Does this mean the County will not negotiate any terms and conditions included in the RFP?
 - a. All proposals shall include responses and documents as requested to all areas of the RFP. If an agency is unable to provide a position/service (i.e. value added services), then the agency shall enter "Unable to Provide" in the rate column for the workers' compensation code listed or proposal response.
- 6) What are your top business reasons for releasing this RFP at this time?
 - a. We utilize grant funding to pay for some of the temporary employment services. In order to obtain reimbursement through the granting agencies, the temporary employment services contracts have to be competitively bid.
- 7) Will suppliers who bid on all roles listed be seen more favorably than those who do not?
 - a. No. See response to #4 above. In addition, we understand there are different types of temporary employment service agencies who provide different types of positions.
- 8) Do you have any challenges with your current suppliers or program?
 - a. No.
- 9) The job descriptions provided are very broad and some include no job titles while others include multiple job titles. For example, for College/professional employees & clerical, it states "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.” We can provide some job titles here, but not others, and the mark up for nurses would be different than a clerk. Can you provide more insight into actual jobs that might be requested vs. the workers comp code for more accurate pricing?

- a. Unfortunately, sometimes we use temporary agencies to fill positions that we do not currently have making the list of job titles difficult to define. For example, we may have a need through disaster recovery to be able to obtain a nurse. However, the County does not currently have a nurse classification. We may also need someone to work from home (telecommuting) or ride a bus to collect rider data – we have neither of those classifications within our normal job titles.

10) The County does not require fingerprinting today. Is this requirement for all roles requested by the county?

- a. The RFP was intended to be either fingerprints or a criminal history background check by the Florida Department of Law Enforcement (or other state if residence in Florida is less than 3 years) to obtain the required criminal history.

11) The RFP states the County will provide all safety/PPE. What jobs require PPE and what type of PPE will be provided?

- a. Again, it is difficult to define what job titles we would need – making it difficult to specifically identify all PPE. However, if the position was a groundskeeper these items may include gloves, protective eye wear, hearing protection, etc.

12) Will existing temporary workers be transitioned to awarded suppliers if the incumbent is not chosen? If so, how many temporary workers are currently on assignment?

- a. If a current vendor is not chosen and we have an existing temporary worker, we will have to look at each of the positions on a case by case basis (type of funding/length of person on assignment/difficulty filling the position/etc.). There are approximately 40 temporary workers currently on assignment.

13) What are suppliers supposed to include on the Proposal Sheet grid on GSC-20?

- a. Nothing. This will be the sheet the committee will use when reviewing the proposals submitted.

14) What roles are subject to Grant Funding Conditions in Exhibit B or Federal Transit Administration?

- a. Any and all positions requested could be subjected to these Grant Funding Conditions or Federal Transit Administration. We would be able to identify if the position is subject to these requirements when the order is filled. However, it is still possible the position could be subjected to the Grant Funding Conditions during the duration of the assignment. For example, if a temporary employee was used during a FEMA designated time.

15) What is the County's preference for drug/background screening---to be included in the mark up or passed through at cost? The RFP provides for both options, but suppliers who include in the markup will be priced higher than those who do not.

- a. It would be our preference to have it included in the mark-up rate so there is less additional billing that has to occur. However, agencies who cannot provide the cost in the mark-up rate will not be rejected.

**Addendum 2
Okaloosa County
Temporary Staffing Services
RFP HR 07-17**

This addendum is to answer the following questions and provide a copy of the loss-run report for vendors.

- 1) What is the expected date of award selection?
 - a. All proposals are due no later than January 9, 2017. It is anticipated that this matter will be presented to the Board of County Commissioners for approval in February.

- 2) Will a presentation be requested?
 - a. We do not anticipate a presentation at this time. However, the Selection Committee and/or the Board of County Commissioners may request presentations if deemed necessary.

- 3) What is the start date for services?
 - a. Upon full execution of the contract.

- 4) Is the full RFP document to be included with our proposal?
 - a. Not necessarily. However, you must include all pages requiring signatures and submit all information as required by the RFP

- 5) May we provide additional information that will be helpful to you in explaining our expertise and value or will you only be considering what has been specifically requested?
 - a. You can, but not required.

- 6) What is the County's goal – to select one vendor to fill all positions – or multiple vendors to provide services for various positions – do you intend to select a primary vendor, secondary, etc?
 - a. This is a non-exclusive contract that will allow multiple vendors to provide these services. The selection of an agency/agencies with whom the County has a contract 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.

- 7) Can you provide a listing of current vendors and the positions they staff?
 - a. The County currently has contracts with ExpressPros, Kelly Services, Labor Ready, Landrum and Pacesetter. These vendors staff everything from administrative to construction inspector to day labor personnel.

- 8) Can you provide a listing of the current pay rates for each of these positions?
 - a. We do not track this information.

- 9) May we provide a range of rates for the positions based on the pay rate? Or, are you requiring one markup rate for position regardless of the pay rate?
- a. You may provide a range of rates if necessary.
- 10) Can you provide a loss run history for the past 3-5 years?
- a. Attached.
- 11) The references form provides space for 3 references, would you want more than 3?
- a. You can certainly provide more than 3, but you must provide at least 3.
- 12) Does the provision for rate increases in the Specifications potentially allow for an increase based on inflation if the contract is extended additional years? Or, is this only for specific cost increases out of the vendor's control?
- a. The provision is added so that as your costs increase and/or employment regulations are passed/appealed, you can adjust your costs as necessary.
- 13) Will COI's need to be included in the proposal? - if yes, our carrier will need the following information: For the Waiver of Subrogation the carrier will require: Date of Project Start and length of Project: Class Code and wages estimate for project.
- a. A COI will only be required if awarded the contract.
- 14.) What was the Okaloosa site you referred us to for job pricing and comparisons?
- a. The pay rates will be different depending on the candidate, the difficulty placing someone in the position, and the budgets of the departments requesting the positions. We are asking that the companies provide a mark-up rate regardless of the pay rate to the employee. If a company can provide a discount based on the pay rate (i.e., \$10-\$12 is a 30% markup but \$12.01 to \$15 is a 25% markup) then they need to provide that structure.
- 15.) What is the RFP number for the current contracts and how may we obtain a copy of the Mark-Up submitted by each vendor awarded a contract?
- C00-0404-HR Kelly Services
 - C09-1692-HR Pacesetter Personnel Service
 - C11-1881-HR Landrum Staffing Services, Inc.
 - C15-2230-HR Express Employment
 - C08-1560-TDC Labor Ready
- 16.) RFP HR 07-17 asks the vendor to respond with Mark-Up Only and at the Pre-Proposal Meeting our representative was told to use the Counties Pay Scale. How do we find the Counties Pay Scale? Is it possible to obtain Specific Positions for each of the Job Descriptions on Pages GSC -- 22 thru GSC -- 33?

a. The positions cannot be defined as there are times when we need to fill a position that is not currently in the County's structure (e.g., nurse, a bus rider to collect ridership data, etc.). Therefore, we used workers' compensation codes to make the jobs more general. The pay rates will be different depending on the candidate, the difficulty placing someone in the position, and the budgets of the departments requesting the positions. We are asking that the companies provide a mark-up rate regardless of the pay rate to the employee. If a company can provide a discount based on the pay rate (i.e., \$10-\$12 is a 30% markup but \$12.01 to \$15 is a 25% markup) then they need to provide that structure.

17.) Will the selected be ask to sign a contract, is yes can you provide a copy to review?

a. Yes, they will be asked to sign a contract. However, due to the customized services that will be provided we will not be able to provide one prior to it being awarded. However, the vendor/vendors that are awarded the contract will be able to review the contract prior to signing.

Loss Run Summary
09/01/2016 - 09/30/2016

Valuation: 09/30/2016
Run Date: 10/02/2016 6:00:36PM

Report Criteria: Filter: Tier 2 Name = 'Okaloosa County Board of County Comms. (W) - 000185' and Client = 'Okaloosa County Board of County Comms.' and
Financials As Of: '09/30/2016' and Policy Set = 'Y'
Claim Year is Claim Year is 2013

Lantrum Staffing Services, Inc.
January 6, 2017

Name: Okaloosa County Board of County Com	Co. Code: 702310
Liability Period: 13 10/1/2013 - 9/30/2014	As of: 09/30/2016
Specific Retention or Loss Limitation	500,000.00
Minimum aggregate Retention	2,200,000.00
1) Payments made this Month	2,188.63
2) Previously Paid this Liability Period	666,869.88
3) Paid to Date Adjustments (Subro, SDTF, ect.)	807.40
4) Total Paid to Date	668,251.11
5) Reserves for Open Claims	183,090.00
6) Total Incurred Losses to Date	851,341.11
7) Specific Excess (Recoveries)	0.00
8) Total Experience Chargable to Aggregate SIR	851,341.11
9) Incurred But Not Reported (IBNR)	18,309.00
10) Incurred Total with IBNR	869,650.11
11) Standard Premium this Month	0.00
12) Previously Reported Standard Premium	2,200,000.00
13) Standard Premium to Date	2,200,000.00
14) Aggregate Retention at 0.00%	0.00
15) Balance in Aggregate Retention	1,531,748.89
16) Loss Ratio with IBNR Factor	0.40
17) Loss Ratio without IBNR Factor	0.39
18) Claims Reported to Date	67
19) Total Number of Open Claims	6

Loss Run Summary
09/01/2016 - 09/30/2016

Valuation: 09/30/2016
Run Date: 10/02/2016 6:00:36PM

Report Criteria: Filter: Tier 2 Name = 'Okaloosa County Board of County Comms. (W) - 000185' and Client = 'Okaloosa County Board of County Comms.' and Financials As Of: '09/30/2016' and Policy Set = 'Y'
Claim Year is Claim Year is 2014

Landrum Staffing Services, Inc.
January 6, 2017

Name: Okaloosa County Board of County Com	Co. Code: 702310
Liability Period: 14 10/1/2014 - 9/30/2015	As of: 09/30/2016
Specific Retention or Loss Limitation	500,000.00
Minimum aggregate Retention	2,200,000.00
1) Payments made this Month	24,645.41
2) Previously Paid this Liability Period	672,579.51
3) Paid to Date Adjustments (Subro, SDTF, ect.)	0.00
4) Total Paid to Date	697,224.92
5) Reserves for Open Claims	92,976.03
6) Total Incurred Losses to Date	790,200.95
7) Specific Excess (Recoveries)	0.00
8) Total Experience Chargable to Aggregate SIR	790,200.95
9) Incurred But Not Reported (IBNR)	9,297.60
10) Incurred Total with IBNR	799,498.55
11) Standard Premium this Month	0.00
12) Previously Reported Standard Premium	2,200,000.00
13) Standard Premium to Date	2,200,000.00
14) Aggregate Retention at 0.00%	0.00
15) Balance in Aggregate Retention	1,502,775.08
16) Loss Ratio with IBNR Factor	0.36
17) Loss Ratio without IBNR Factor	0.36
18) Claims Reported to Date	52
19) Total Number of Open Claims	8

Loss Run Summary
09/01/2016 - 09/30/2016

Valuation: 09/30/2016
Run Date: 10/02/2016 6:00:36PM

Report Criteria: Filter: Tier 2 Name = 'Okaloosa County Board of County Comms. (W) - 000185' and Client = 'Okaloosa County Board of County Comms.' and
Financials As Of: '09/30/2016' and Policy Set = 'Y'
Claim Year is Claim Year is 2015

Landrum Staffing Services, Inc.
January 6, 2017

Name: Okaloosa County Board of County Com	Co. Code: 702310
Liability Period: 15 10/1/2015 - 9/30/2016	As of: 09/30/2016
Specific Retention or Loss Limitation	500,000.00
Minimum aggregate Retention	2,200,000.00
1) Payments made this Month	55,645.21
2) Previously Paid this Liability Period	213,529.67
3) Paid to Date Adjustments (Subro, SDTF, ect.)	0.00
4) Total Paid to Date	269,174.88
5) Reserves for Open Claims	143,755.05
6) Total Incurred Losses to Date	412,929.93
7) Specific Excess (Recoveries)	0.00
8) Total Experience Chargable to Aggregate SIR	412,929.93
9) Incurred But Not Reported (IBNR)	14,375.51
10) Incurred Total with IBNR	427,305.44
11) Standard Premium this Month	183,333.33
12) Previously Reported Standard Premium	2,200,000.00
13) Standard Premium to Date	2,383,333.33
14) Aggregate Retention at 0.00%	0.00
15) Balance in Aggregate Retention	2,114,158.45
16) Loss Ratio with IBNR Factor	0.18
17) Loss Ratio without IBNR Factor	0.17
18) Claims Reported to Date	67
19) Total Number of Open Claims	36

ADDENDUM 3

Okaloosa County Temporary Staffing Services RFP HR 07-17

This addendum is to modify the following insurance requirements contained in the above-referenced RFP:

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) **Completed Operations and Products Liability-The RFP will not require this coverage**

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:

LIMIT

1. Worker's Compensation
 - 1.) State Statutory
 - 2.) Employer's Liability \$100,000 each accident
2. Business Automobile & Commercial \$1,000,000 each occurrence General Liability Insurance (A combined single limit)
3. Personal and Advertising Injury \$250,000
4. Professional Liability \$1,000,000 each occurrence-**The RFP will not require this coverage.**

15. **WARRANTY** – (The warranty will be in the name of Okaloosa County) Warranty work specified herein is for a minimum of two (2) years from delivery against defects in materials and in labor and workmanship. State the manufacturer's warranty with your proposal. - **No warranty is required under this RFP.**

ADDENDUM 4

RFP HR 07-17

This addendum is to provide the following questions and answers.

- Is the vendor to fill out anything on the document "Proposal Sheet"?
 - No. That is the document the committee members will be completing to compare the proposers.
- Some positions seem out of context in regards to providing temporary labor to a county such as taxi cab drivers, police officers, auto body repair people, physicians, entertainers, etc. Can you provide a listing of temporary positions actually filled for the county this year?
 - Unfortunately, sometimes we use temporary agencies to fill positions that we do not currently have making the list of job titles difficult to define. For example, we may have a need through disaster recovery to be able to obtain a nurse. However, the County does not currently have a nurse classification. We may also need someone to work from home (telecommuting) or ride a bus to collect rider data -- we have neither of those classifications within our normal job titles. The County' does employ police officers and auto body repair employees.
- It is difficult to add a recruited mark-up by WC code. For example, Physician & Clerical -- the cost to recruit a physician is much higher than a clerical employee. So normally the mark-up on the physician would be higher than the clerical position to reflect the higher recruiting costs.
- What is your payment method i.e. check, ACH, credit card?
 - ETF or check. It is up to the vendor.
- What are your payment terms?
 - Negotiated with contract award.
- How many temporary employees do you utilize on average?
 - There are approximately 40 temporary workers currently on assignment.
- How many vendors are engaged in your program today? Who is your current vendor(s)?
 - We currently have five contracts for temporary employment services. C00-0404-HR Kelly Services, C09-1692-HR Pacesetter Personnel Service, C11-1881-HR Landrum Staffing Services, Inc., C15-2230-HR Express Employment, C08-1560-TDC Labor Ready
- What are your current pay rates and mark-ups
 - All current contracts and rates can be found on the County's website at www.co.okaloosa.fl.us, "Purchasing", "Current Contracts".
- Will you be transitioning current temporary employees if new vendors are chosen?
 - If a current vendor is not chosen and we have an existing temporary worker, we will have to look at each of the positions on a case by case basis (type of funding/length of person on assignment/difficulty filling the position/etc.). There are approximately 40 temporary workers currently on assignment.
- What are your challenges today?
 - Unknown.
- Why are you going out to bid at this time?

- We utilize grant funding to pay for some of the temporary employment services. In order to obtain reimbursement through the granting agencies, the temporary employment services contracts have to be competitively bid.
- Can you break-out your temporary expenditures by position?
 - We do not collect data by position. Over the past three fiscal years, our expenses for temporary employment services has grown from \$539,808 in FY13 to \$895,664 in FY 16. Since these services are obtained on an as-needed basis and there may be multiple contracts awarded, there is no guarantee of work.

GOVERNMENT-WIDE DEBARMENT, SUSPENSION (NONPROCUREMENT) - FTA

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a -- 2.d above, it will promptly provide that information to FTA,


f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - (3). It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
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Certification

Contractor Name Landrum Staffing Services, Inc.

Signature of Authorized Official  Date 1 / 6 / 17
Denise T. McLeod

Name and Title of Contractor's Authorized Official Vice-President of Human Resources and Staffing

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

Landrum Staffing Services, Inc.

Company Name:

Denise T. McLeod, Vice-President of Human Resources and Staffing

Printed Name and Title of Authorized Representative:



Signature:

January 6, 2017

Date:

PROPOSAL SHEET

Date Submitted: January 6, 2017

PROPOSAL#: RFP HR 07-17

Project: TEMPORARY STAFFING SERVICES

Price-Mark-up & Direct Placement/Conversion Fee (20 pts. Max)				
Discounts Offered (15 pts. Max)				
Positions Provided (30 pts. Max)				
Location of Office Within-75 mile radius (10 pts. Max)				
Training Services (5 pts. Max)				
References (5 pts. Max)				
Value Added Services (15 pts. Max)				
Total (100 pts. Max)				

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 5323(d) and (r) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” regulations, or applicable federal guidance. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, and requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or

settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)
Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

All contracts over \$100,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or

any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor,

the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

a. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin,

sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,

(b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but

(b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b)

U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the

administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within

ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by FAST Act, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by FAST Act, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal

year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by FAST Act, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d),

note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master

Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve

other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Federal Certifications

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CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder /Company Name)

- 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall equate that the language of this certification be included in the awarded documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder /Company Name _____

Type of print name _____

Signature of authorized representative _____ Date ___/___/___

Signature of notary and SEAL _____

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

Subject: ACCEPTANCE OF FEDERAL CLAUSES

Reference: Temporary Staffing Services

This purchase/contract shall conform in all respects to the attached Federal Transit Administration's (FTA) Federally required clauses, Model Clauses other Contract requirements and Certifications listed below.

Please acknowledge receipt of a copy of the below clauses and certifications by checking each notification received, sign, date and return to Okaloosa County Purchasing. All Certifications are required to be signed, dated and submitted before purchase or with the bid/proposal submission.

Federal Clauses

- Fly America Requirements
- Charter Bus
- School Bus
- Energy Conservation
- Clean Water
- Lobbying
- Access to Records and Reports
- Federal Changes
- Clean Air
- Recycled Products
- Contract Work Hours & Safety Standards Act
- No Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements or Related Acts
- Termination
- Government Wide Debarment and Suspension (Non Procurement)
- Contracts Involving Federal Privacy Act Requirements
- Civil Rights Requirements
- Breaches and Dispute Resolution
- Transit Employee Protective Provisions
- Disadvantaged Business Enterprise
- Prompt Payment
- Incorporation of Federal Transit Administration (FTA) Terms
- Drug and Alcohol Abuse and Testing

Other Federal Requirements

- Full and Open Competition
- Prohibition against Exclusionary or Discriminatory Specifications
- Conformance with ITS National Architecture
- Access Requirements for Persons with Disabilities
- Notification of Federal Participation
- Interest of Members or Delegates to Congress
- Ineligible Contractors and Subcontractors

Other Contract Requirements

- Compliance with Federal Regulations
- Real Property
- Access to Services for Persons with Limited English Proficiency
- Environmental Justice
- Environmental Protections
- Geographic Information and Related Spatial Data
- Geographic Restrictions
- Organizational Conflicts of Interest
- Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only
- Catalog of Federal Domestic Assistance (CFDA) Identification Number
- CFDA number for the Federal Transportation Administration
- Veterans Preference

Federal Certifications

- Government-Wide Debarment and Suspension Certification Form
- Certification and Restrictions on Lobbying

I acknowledge receipt of the required Federal clauses, other Model Clauses and Certifications (if applicable) and **WILL** conform to the requirements.

I acknowledge receipt of the required Federal clauses, other Model Clauses and Certifications (if applicable) and **WILL NOT** conform to the requirements.

Name (printed): Denise T. McLeod
 Name (signed): Denise T. McLeod
 Company Name: Landrum Staffing Services, Inc.
 Title: Vice President, Human Resources & Staffing
 Date: 3-21-2017

EXHIBIT B

GENERAL GRANT FUNDING CONDITIONS

This solicitation is either fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

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 Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
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:** If applicable to this contract, the 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 to laborers and mechanics 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. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

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

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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
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 a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
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):**
Contracts in excess of \$10,000 – 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.

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