

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2022

Contract/Lease Control #: C22-3166-HR

Procurement#: RFP HR 08-22

Contract/Lease Type: AGREEMENT

Award To/Lessee: BUZZCLAN, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/05/2022

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

Description of: TEMPORARY STAFFING SERVICES

Department: HR

Department Monitor: SISSON

Monitor's Telephone #: 850-689-5870

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: T32 Tracking Number: 4520-22
Procurement/Contractor/Lessee Name: Buzz Clam Grant Funded: YES ___ NO X
Purpose: Temp Staffing Contract
Date/Term: 3 yrs w/ 2 yr renewal 1. GREATER THAN \$100,000
Department #: > varies 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: depends on usage
Department: ITR Dept. Monitor Name: Sisson

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-23-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
NO Federal Aid Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: _____ Date: 2-23-22
see email attached
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: _____ Date: 3-15-2022
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: Kristina LoFria
Sent: Wednesday, February 23, 2022 9:11 AM
To: DeRita Mason
Subject: RE: BuzzClan Contract 08-22

DeRita,

This is approved by Risk for insurance purposes only.

Thank You

Kristy LoFria

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



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

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

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

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

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

Good morning,

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

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, March 15, 2022 10:52 AM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: HR Temp Contracts

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, March 10, 2022 2:25:31 PM
To: Lynn Hoshihara
Cc: Kerry Parsons
Subject: RE: HR Temp Contracts

Lynn,
Please review the attached. Once you review this one, I will get it the others over to you to review. There will be 3 in total.

Thank you,

DeRita Mason



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



Board of County Commissioners Purchasing Department

State of Florida

Date: February 11, 2022

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

Temporary Staffing Services

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

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

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

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

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

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

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

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

Respectfully,

Jeffrey Hyde
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Limited Liability Company
BUZZCLAN, LLC

Filing Information

Document Number	M21000010298
FEI/EIN Number	46-2327694
Date Filed	08/09/2021
State	TX
Status	ACTIVE

Principal Address

5757 ALPHA RD SUITE 340
DALLAS, TX 75240

Mailing Address

5757 ALPHA RD SUITE 340
DALLAS, TX 75240

Registered Agent Name & Address

REGISTERED AGENTS INC.
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MBR

JAIN, SACHIN
5757 ALPHA RD SUITE 340
DALLAS, TX 75240

Title MBR

JAIN, ARCHANA
5757 ALPHA RD SUITE 340
DALLAS, TX 75240

Annual Reports

No Annual Reports Filed

BUZZCLAN, LLC

DUNS Unique Entity ID 012882406	SAM Unique Entity ID MEU7KMF5H9C6	CAGE / NCAGE 79CC6
Purpose of Registration All Awards	Registration Status Active	Expiration Date Jul 19, 2022
Physical Address 5757 Alpha RD STE 340 Dallas, Texas 75240-4921 United States	Mailing Address 5757 Alpha RD STE 340 Dallas, Texas 75240-4921 United States	

Doing Business as BuzzClan	Division Name (blank)	Division Number (blank)
Congressional District Texas 24	State / Country of Incorporation Texas / United States	URL www.BuzzClan.com

Registration Dates

Activation Date Jul 19, 2021	Submission Date Jul 19, 2021	Initial Registration Date Oct 8, 2014
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Entity Dates

Entity Start Date Mar 15, 2013	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

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

Proceedings Questions

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

Active Exclusions Records?

No

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

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
--	--	--

Product and Service Codes

PSC	PSC Name
D300	Information Technology And Telecommunications
DA01	It And Telecom - Business Application/Application Development Support Services (Labor)
DB01	It And Telecom - High Performance Computing (Hpc) Support Services (Labor)
DB02	It And Telecom - Compute Support Services, Non-Hpc (Labor)
DD01	It And Telecom - Service Delivery Support Services: Itsm, Operations Center, It Program/Project Management (Labor)
DE01	It And Telecom - End User Support Services: Conferencing, Av, Helpdesk, Deskside Support, Workspace, Printers, Collaboration And Productivity Tools (Labor)
DE02	It And Telecom - Mobile Device Support Services (Labor)
DG01	It And Telecom - Network Support Services (Labor)
DH01	It And Telecom - Platform Support Services: Database, Mainframe, Middleware (Labor)
DJ01	It And Telecom - Security And Compliance Support Services (Labor)
DK01	It And Telecom - Storage Support Services (Labor)
L001	Technical Representative
L099	Technical Representative- Miscellaneous
Q701	Specialized Medical Support
Q702	Technical Medical Support
Q802	Clerical Medical Support
R425	Support- Professional: Engineering/Technical
R431	Support- Professional: Human Resources
R699	Support- Administrative: Other
R799	Support- Management: Other
U012	Education/Training- Information Technology/Telecommunications Training

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2022

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:																						
INSURED Buzzclan, LLC 5757 Alpha Rd Ste 340 Dallas TX 752404921		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Rated by Multiple Companies</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Rated by Multiple Companies		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES

CERTIFICATE NUMBER: 2368187

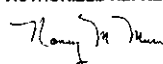
REVISION NUMBER:

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	N/A	N	76WBGAF90K6	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa county Okaloosa County Board of County Commissioners 302 N. Wilson St. Crestview, Florida, 32536 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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 The Zone Insurance Group, Inc. 3901 Dendron Drive Flower Mound TX 75028		CONTACT NAME: Lisa D. Lleras PHONE (A/C, No, Ext): 469-293-5232 FAX (A/C, No): E-MAIL ADDRESS: llsal@zoneinsurancegroup.com	
INSURED BuzzClan, LLC 5757 Alpha Road, Suite 340 Dallas TX 75240		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Limited INSURER B: Hartford Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			46SBA ZJ5555SC	12/09/2021	12/09/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46SBA ZJ5555SC	12/09/2021	12/09/2022	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			46SBA ZJ5555SC	12/09/2021	12/09/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			46 TE 0282636-20	01/07/2022	01/07/2023	\$5,000,000 glitch and aggregate limit with \$10,000 retention; \$1 million Occ/Aggregate for Cyber Security

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
B Crime/Fidelity 46 TP 0291250-20 07/13/2021 07/13/2022 \$1,000,000 Employee Theft at client Premises with \$10,000 deductible

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County Board of County Commissioners 301 N. Wilson St. 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 Lisa D. Lleras
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AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND BUZZCLAN, LLC
CONTRACT ID C22-3166-HR

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 5th, day of April, 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Buzzclan, LLC., a Florida Foreign Limited Liability Company, whose address is 5757 Alpha Rd., Suite 340, Dallas, TX 75240, authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 46-2327694.

RECITALS

WHEREAS, the County is in need of a contractor to provide Temporary Staffing Services (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

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

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County based on Exhibit “A” attached hereto and made a part of this agreement.

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

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

Attachment “A” – Procurement RFP HR 82-22 and Contractor’s Response;
Attachment “B” – Insurance Requirements;
Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment “D” – Minimum Grant Clauses

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

CONTRACT: C22-3166-HR
BUZZCLAN, LLC
TEMPORARY STAFFING SERVICES
EXPIRES: 04/04/2025 W/2 1 YR RENEWALS

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of three (3) years. The Agreement shall be renewed for an additional two (2) one (1) year renewals upon mutual written agreement by all parties.

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

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

b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

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

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

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

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

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

7. Termination and Remedies for Breach.

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County

shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

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

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

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

If to the County:	Edward Sisson, Human Resources Director 302 N. Wilson St., Suite 203 Crestview, FL 32536 850-689-5870 esisson@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Buzzclan, LLC Sachin Jain, Vice President 5757 Alpha Rd., Suite 340 Dallas, TX 75240 469-251-2899 gov@buzzclan.com	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall

require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

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

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

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

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

another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

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

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

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

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

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

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials

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

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

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

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

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

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

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

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or

inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

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

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

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

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

BUZZCLAN, LLC.:

Sachin Jain
Print Name

TITLE: Vice President

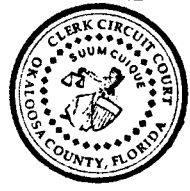
Signature 3/17/22

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: Mel Ponder
Mel Ponder, Chairman



Attachment "A"
Contractor's Proposal

Conversion Table for BuzzClan

For temporary staffing **placed** with the County the following conversion rates apply:

0-100 Hours 15%
101-200 Hours 13%
201-300 Hours 10%
301-400 Hours 7%
401-480 Hours 5%

For temporary staff **referred** by the County to Buzz Clan to be placed at the County the following conversion rates apply:

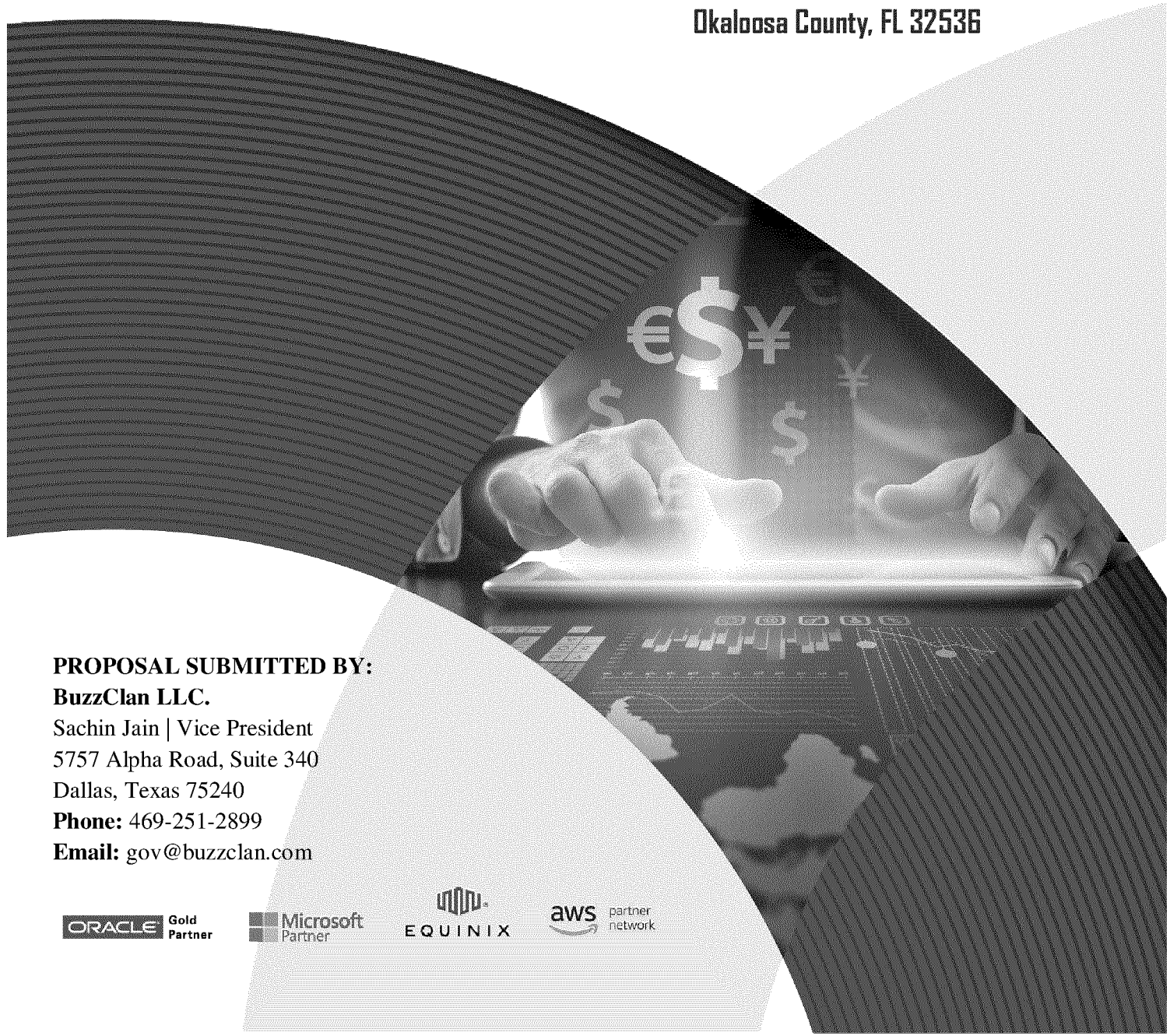
0-100 Hours 15%
101-200 Hours 13%
201-320 Hours 10%

RESPONSE TO REQUEST FOR PROPOSAL - RFP HR 08-22

TEMPORARY STAFFING SERVICES

RFP DUE DATE: JANUARY 26, 2021 BY 03:00 PM CST

Okaloosa County, Florida
Board of County Commissioners
Attn: DeRita Mason,
Sr. Contracts and Lease Coordinator
Okaloosa County, FL 32536



PROPOSAL SUBMITTED BY:

BuzzClan LLC.

Sachin Jain | Vice President
5757 Alpha Road, Suite 340
Dallas, Texas 75240

Phone: 469-251-2899

Email: gov@buzzclan.com



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LETTER OF INTEREST

Date: January 26, 2022.

**Okaloosa County
Board of County Commissioners
Sr. Contracts and Lease Coordinator
Okaloosa County, FL 32536**

Attn: DeRita Mason,

Subject: Response to Request for Proposal# - RFP HR 08-22 -Temporary Staffing Services

In response to the subject procurement, BuzzClan LLC (BuzzClan) submits our offer for your review and consideration. BuzzClan is qualified to bid on the Temporary Staffing Services as a TX certified Total Small Business, Minority Owned Business Enterprise, Women Owned Small Business Enterprise and Hub- Texas Business Enterprise headquartered in the State of Texas. We have clearly read the Section Scope of Services and confirm that BuzzClan has extensive experience with many regional and national staffing programs, and our philosophy is building close alliances with our clients that produce favorable results for both the parties.

Our involvement in the project significantly increase the likelihood of an on-time, high quality, in budget implementation with consistent and dependable outcome with measurable metrics. We focus on our client’s need, cultivate teamwork, then employ innovation and creativity to a solution framework that will achieve your goals and realize your vision. In addition, we have relevant largescale credentials in the commercial and federal space. With the required technical experience, relevant past performance, effective knowledge of business processes with State and Federal organizations, we are fully confident and committed to Temporary Staffing Services to Okaloosa County Board of County Commissioners (County) in order to meet its Services and associated deliverables.

Company Overview

Legal Company Name	BuzzClan LLC
Corporate Address	5757 Alpha Rd. Suite 340, Dallas, TX 75240
CAGE Code	79CC6
DUNS No.	012882406
Federal Tax ID	46-2327694
Authorized Contact Person	Sachin Jain Vice President Phone: 469-251-2899 Email: gov@buzzclan.com
Contact Person For Technical And Contractual Clarifications Throughout The Evaluation Period	Sachin Jain Vice President Phone: 469-251-2899 Email: gov@buzzclan.com

BuzzClan has understood that the County requires qualified vendors to provide the Temporary Staffing Services to state agencies. BuzzClan has capability of providing the Staffing services in the areas of Healthcare, administrative, light industrial, professional and technical industries. As a trusted partner, BuzzClan is committed to providing a

comprehensive staffing service through flexible availability, consistent engagement and tailored services to meet the developing needs of our clients. We are focused on providing our clients with quality personnel and customer service while delivering valuable training and guidance to our applicants and employees. BuzzClan is proficient with placing personnel with different backgrounds and skill sets, while adhering to the policies and procedures set forth in this RFP.

We also have significant experience in working with many government entities including the *University of North Texas System, University of Minnesota, US House of Representatives, NJ Department of Health, City of Phoenix, LCRA, Hennepin City, London Hyrdo, City and City of San Francisco, City of Wentzville, Missouri Department of Transportation, , USDA, United States Census Bureau* and have developed a strong bonding with various organizations throughout the state by complying with all Federal, State and Local rules & regulations. It is our objective to provide cost effective Temporary Staffing Services to the County. BuzzClan acknowledges and confirms that we have read the entire associated Q&A. By submitting this proposal, we confirm our full compliance with the requirements and Terms and Conditions specified under this RFP and that we shall abide by them. All the information provided in this proposal response is correct & we are accepting all solicitation terms without any terms, conditions, or assumptions in our response.

Sincerely,



Sachin Jain (Vice President)

Phone: 469-251-2899

Email: gov@buzzclan.com

TECHNICAL SPECIFICATIONS

- A. Provide a mark-up rate for recruitment and payroll service for each applicable workers' compensation code listed in Exhibit A that is inclusive of charges for all pre-hire screenings, I-9/E-Verify checks and Affordable Care Act compliance.

Please refer to **SECTION "EXHIBIT A"** to review our recruitment and payroll service mark-up rate.

- 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.

Office location responsible for the contract:

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

Agency Representative:

Name: Sachin Jain

Phone: 469-251-2899

Email: gov@buzzclan.com

- 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.

1. Training:

With extensive experience in supporting a variety of personnel training requirements, BuzzClan has more proficiency in providing highly trained, geographically dispersed, qualified, and government-approved personnel's when compared to other Small Business Teams. We integrate a Systems Approach to Training (SAT) model into our personnel training program that is tailored towards every phase of contract/Task Order-specific training and personnel support requirements. BuzzClan also uses this experience in the analysis, development and validation of new training requirements for replacement personnel as well as to improve / reduce personnel replacement training timelines and to integrate new personnel into their positions as rapidly as possible. To date, the company's personnel training instructors have developed and validated numerous changes to existing customer contract requirements that include new lesson plans and entire personnel training support programs throughout our customer base. As with any position, some training is required before a newly-hired individual is fully functional in their position. We have also instituted continuation or refresher training as personnel progress in their positions in order to stay current and relevant to our customers. Some training within the temporary employment may be specific to County regulatory guidance or policies that must be followed and BuzzClan has developed an individual training plan for the functions associated with the established Labor Category. In addition, and to ensure 100% mission coverage for every position, we coordinate with each individual to determine what areas they require training in and then, together with the client, we will establish a timeline to complete any position-specific training throughout the scope of our Temporary Employment.

BuzzClan documents those areas associated with the required position(s) and establishes initial, continuation and refresher training to ensure successful completion of scope of work requirements as required by the Government. We use well-vetted, standardized processes and procedures to ensure all of our services support personnel can function at any of the known tier sites with only site-specific information being needed.

Types of trainings that workers receive:

1. Skills Training.
2. Team Training.
3. Safety Training.
4. Quality Training.
5. Soft Skills Training.
6. Managerial Training.
7. Technical or Technology Training
8. Professional Training and Legal Training.

Determination and Minimum Requirement for Training

We use Training needs analysis to identify training requirements in a cost-efficient way. This process involves evaluating training needs and weighing up training priority areas at all levels within a business. There are three key stages of training needs analysis. These involve identifying the direction of the organization, understanding the skills and knowledge of staff through a task analysis, and analyzing the individual needs of each employee.

Organizational Needs - This step evaluates the overall training needs in the organization. Here we analyze future skills needs due to changes in products, equipment, technology, teams, or in response to economic or political factors. Upcoming changes in law or industry standards may also influence the training needs for your business. Practical ways of identifying organizational needs is by reviewing documents, processes, setting up advisory teams and carrying out a SWOT (strengths, weaknesses, opportunities and strengths) analysis - our SWOT analysis template will help you get started.

Task Analysis - At this level we compare the job requirements of organization with existing employee skills and knowledge. This will help us to identify the potential gaps. Here we establish how often specific tasks are performed, the level of skill and knowledge required to perform these tasks and where and how these skills are best acquired. Practical ways of carrying out this analysis

2. TESTING:

Being a staffing company, BuzzClan has a team of Subject Matter Experts (SMEs/ Technical Panel) experienced in diverse IT & Non-IT Platforms, domains & Standards. The selection of the candidates for this contract will be based on required Skill Screening conducted by BuzzClan's Technical Panel. Technical Panel takes part in technical assessment with the candidates through phone, video conferencing and in-person meeting at BuzzClan's recruitment center. Whenever any request for resource (Candidate) will received from Center, Account management, Recruitment and Technical assessment team will gather as much as information regarding the Center requirement including but not limited to:

- Technical skills required
- Competencies required
- Project considerations
- Expected start/end dates
- Team/individual personality or environmental fit considerations.
- Role responsibility detail.

Based on the information received from Center, BuzzClan will set the assessment criteria and will initiate the assessment. And this assessment has two phases:

- **Phase One (I):** The first round includes a 60-minute multiple-choice problem-solving test that is designed to test basic problem-solving skills. We acknowledge that this is the most impersonal part of our interview process. We use it because it has proved to be very predictive of success during the interview process, and it allows us to invite more people into interview than if we went directly to one-on-one interviews. The first round also includes an interview workshop where candidates practice case interviews with a group of their peers and a BuzzClan consultant.
- **Phase Two (II):** The second round consists of two 45-minute one-on-one interviews. Each interview will include a business case interview to test problem solving, and an experience interview to test other skill areas. Our interviewers are trained to examine candidates' past accomplishments in depth in order to determine if the skills they possess would position them well for a successful career at BuzzClan and can bring values to our closets. In this round of assessment all candidates are required need to be prepared to discuss their most important experiences in a very detailed way, focusing on their specific role and describing their actions that were critical to success. The assessment phases explained above consist all-important discussion that is required to bring t right talent for right project. Few of the example of discussions that involved in Technical assessment is given below:
 - **Experience Test:** In this interview section Technical Panel discuss candidates' past experiences— accomplishments and challenges alike—to discover skills that will enable them to thrive at client project. In this phase Technical Panel identify most important past experiences in a detailed way, focusing on candidate's specific role and key actions that can critical to success.
 - **Case Test:** BuzzClan believes that the best way to assess candidate problem-solving skills is to discuss a real Client's business problem with candidate, this case interview helps us to understand that how a candidate can:
 - Structure a tough, often ambiguous, business problem
 - Decide which issues are important to focus
 - Deal with facts and data—and their implications (numerical and otherwise)
 - Formulate conclusions and recommendations to solve the problem
 - Articulate your thoughts during a fast moving discussion

Problem-solving Test: As a complement to our case interview, we ask candidate to take a multiple-choice test to demonstrate their analytical skills. It consists of 26 questions, based on real BuzzClan's client cases, with no business background required.

Application Qualification Competencies: During this assessment process, recruitment manager assess candidate against the following competencies:

- Analysis and creative problem solving
- Technology acumen
- Product/Project management
- Approach and methodology
- Empathy and emotional intelligence
- Tools and execution

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.

For every project, we at BuzzClan hold two or three additional members as a buffer. If a current working member is on leave or Human Resources find selected person is not fit for the current opening then to avoid delays in the project immediate temporary replacement is carried out from the buffer, should the need arise. We also have access to a high number of talented & skilled resources and are competent to provide immediate replacements.

- **Buffer Policy:** BuzzClan for every project holds two or three additional members as a buffer. If a current working member is on leave then to avoid delays in the project immediate temporary replacement is carried out from the buffer, should the need arise.
- **Bench Policy:** BuzzClan provides a strong reserve of manpower by putting those employees on the required development who have either completed their projects or training and are waiting for some new assignments
- **Pool of Talents:** We have access to a high number of talented & skilled resources and are competent to provide immediate replacement within 24 hour.

BuzzClan will make every effort to supply a suitable replacement at no extra charge if a contract resource is deemed unsuitable for the position. This will not apply in the event of layoff or company relocation. In the event that none of our replacement candidates prove suitable or should you not need a replacement the following will apply: A credit of your original placement will be applied to a future placement should the employee leave or be dismissed during the 90 day.

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).

With access to exceptional, seasoned professionals, our Temp to hire option offers you greater flexibility. You can assess the performance of the employee and determine their suitability for the position and your organization – then make them your own.

Evaluate job performance before making a hiring decision - so you always get the right person. Temp to hire is a powerful staffing option because its budget friendly - no up-front money is required. It includes an extended effective guarantee, lets you evaluate on-the-job performance, and gives you the ability to convert our contract employee to your payroll.

On many occasions the amount of time required to hire a full time resource extends over several weeks. We offer our clients the ability to bring a resource immediately on a contract-to-perm basis to mitigate any slowdown in projects or work load.

You find the employee and we will **put them on your payroll**. When and if you decide to hire them, you can make them an addition to your staff with no waiting period.

Our Conversion fee schedule:

Number of hours Temporary Employee works	Conversion fees
0-100 Hours	15%
100-200 Hours	13%
200-300 Hours	10%
300-400 Hours	7%

400-500 Hours	5%
500-1040 Hours	3%
1040+ Hours	0

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.).

There will not be any impact or effect on current employee with the new awarded contract. BuzzClan has an excellent track record of successfully phasing in contracts and Task from incumbents without mission disruptions. We have a wide **experience** of phasing in contracts and Task Orders as a prime contractor leading multi-company teams. Many of our teammates have performed on large contracts and also have a similarly **strong history** of staffing new programs with fresh, highly qualified, and highly motivated personnel while retaining the best performers among existing staff.

As an Staffing Firm prime contractor for almost 8 years, BuzzClan **understands the requirements of the County**, its people, and its processes. We have structured processes in place to quickly transition contract and TO performance. The process is well-defined and second nature to the staff members that execute it, each of whom has been in that position for more than 5 years. BuzzClan has incorporated best practices and continuous improvements developed during our 8+ years of Staffing & program management **experience** to streamline operations, reduce costs and address County’s unique needs.

BuzzClan Effectively Transfers Work-In-Process and Minimizes Disruption.

Transition Feature	Benefit to County
Provide advanced leadership and management training to our management team before contract award	Improved ability to address evolving challenges and ensure continuous process improvement. Our past performance volume and resumes demonstrate our team is exceptionally well qualified. Nonetheless, we have already initiated an advanced training program to further improve their skills in a performance-based contract environment.
Use automated tools to improve efficiency, provide immediate status on transition progress, and ensure each activity is completed on time	Ready access to information needed to make decisions. Our system, already in use provides staffing, contractual, and financial status of the contract and each TO. <i>BIRT On Performance</i> provides performance metrics used to manage Team BuzzClan performance during transition. Both will be available to the Government for 24/7 status.
Prepare in advance to bid on and execute every Task Order	Maximum competition and best value. Team BuzzClan has already identified companies to be major contributors to each Task Order and has established a standard TO capture process to ensure we have the technical understanding, cleared and qualified staff, facilities, and minimum cost to win and expertly perform every TO. We have already started preparing TO proposals based on available data.
Communicate continuously throughout transition	Minimal disruption of the workplace. Team BuzzClan will use BuzzTAQ to provide team members and the PM, KO, PCOR, CORs, and TRs insight into the status of transition activities, and a secure transition website under BuzzTAQ to publish job

	opportunities and communicate with incumbent staff and other job seekers.
Match or increase compensation of incumbents invited to join Team BuzzClan	Minimal loss of intellectual capital. Cutting salaries or benefits will eventually result in the departure of the affected staff, who will be seeking other more lucrative opportunities.
Ask all departing incumbent staff to complete a Transition Package to transfer work in progress.	Uninterrupted mission accomplishment. The Transition Package will capture information regarding key responsibilities, work description, points of contact, deliverable requirements, and important upcoming events.

BuzzClan will work with the predecessor contractors and County to execute a transition plan focused on a smooth transfer of work and responsibility. As a Staffing management incumbent, BuzzClan holds 30 active TOs. BuzzClan has maintained a turnover rate lower than the industry average and will reduce turnover even further through our in-place incentive program offering monetary and other incentives for retention. Retaining our existing cleared and fully qualified staff ensures rapid transition of those TOs to BuzzClan will be seamless, minimizing risk and uncertainty.

BuzzClan has also worked with company, the other incumbent under the Staffing contract, throughout the term of the contract. BuzzClan embraces the “right of first refusal” for qualified/cleared incumbent contractors, but has learned that we must have multiple contingent offers in place, as a back-up plan, because some individuals will sign such offers but later elect to decline. BuzzClan will interview all qualified incumbent staff prior to staffing TO positions. In the case that incumbent staff are willing to change companies, BuzzClan supporting the incumbent’s TO have hiring priority.

We will provide the required equipments and tools to the employees working remotely also, we will organize a daily routine web or phone meetings to communicate and manage personnel working remotely.

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.

SIMILAR PAST PROJECT EXPERIENCE 1	
Project Title	Temporary Staffing Services
Specific Contact Information:	Organization Name: Georgia State University Person: Kaylee Adair Telephone Number: 404-413-3159 Email: kdoyle@gsu.edu
SUMMARY OF SERVICES	
Under Temporary Staffing contract with Georgia State University we have provided Grounds Keeper, Utility Worker & Custodian to the University.	

SIMILAR PAST PROJECT EXPERIENCE 2	
Project Title	Temporary Staffing Services
Specific Contact Information:	Organization Name: Garland ISD Person: Diane Fields Telephone Number: 972-487-3044

	Email: DFields@garlandisd.net
SUMMARY OF SERVICES	
We are providing payroll services for 209 employees for GISD.	

SIMILAR PAST PROJECT EXPERIENCE 3	
Project Title	Temporary Staffing Services
Specific Contact Information:	Organization Name: My Health My Resources of Tarrant County Person: Michelle J. McCall / HR Manager Telephone Number: 817.569.5628 Email: michelle.mccall@mhmrtc.org / mhmr.purchasing@mhmrtc.org
SUMMARY OF SERVICES	
We are providing Tempoarry Staffing services to support the temporary staffing needs for MHMR for IT, Clerical, Administrative & laborer positions. We have provided multiple labor categories including Nurse, & Administrative Assistant.	

H. Provide added value services offered by the Agency that are provided at no cost to the County.

BuzzClan has intelligent state of the art technologies like Online Ordering Module and Time & Attendance Tracking Module. Our smart technology will help you build a smarter enterprise to avoid disruption and helps automated tracking & transparency.

- 1. Online Ordering Module:** BuzzClan has its own in-house developed applicant tracking system BuzzTAQ for recruitment life cycle management to easily manage, search, and track all job applicants in one place, which enables BuzzClan to have full access of the details at each stage. We have full progress status of our candidates and can present on time progress reports to our clients. We also follow indicators to gain recruitment process speed. We have demonstrated experience in time series analysis – we include moving average exponential smoothing or regression technique and regression analysis – workload indicators such as sales, product levels, and staffing levels. We also have good understanding and knowledge of Town – customer acquisition cost. BuzzClan will provide login credentials to Town for submitting job order online.
- 2. Time & Attendance Tracking Module:** BuzzClan has its own automated time & attendance tracking system BuzzHRMS which helps us to maintain and verify the attendance of all temporary employees placed at client site

Our flexible solutions focus on delivering industry best practices while maximizing value to our clients. BuzzClan prefers VMS tool as it provides full visibility into all vendor/contractor-staffed initiatives by managing, overseeing, and continuously analyzing an organization’s full range of contingent workforce and vendor management issues. When staffing changes are required, the program will adapt to meet the need – from requisition to payment to engagement end – for all types of labor classifications, including contingent, contract, consulting, and outsourced labor. The best practices that BuzzClan prefers are:

- Streamlined requisition approval workflow
- Reduced time-to-fill cycle times

- Simplified vendor management
- Bill rate standardization / management
- Optimization of supplier base
- Consolidated invoicing
- Improved security and asset management
- Availability of vendor performance metrics
- Visibility and cost control over maverick spend

Below attached are major features, functions, value-adds, and areas of support that differentiate our service from others and make us stand out from competition.

<p>Temporary Staffing</p> <p>Temporary and Contract staffing is our specialty - we put people to work better than anyone! We excel at recruiting, screening, testing, and placing quality temporary employees at solid, reputable companies for short and long-term assignments. Benefits of temporary staffing include: real time talent, flexibility, reducing overtime, increasing productivity, improving processes, and "Twenty-Four (24)-hours fill guarantee," and much more.</p> <p>Experience with State clients:</p> <p>Such progressive experience is making us familiar with the operational environment, business terminologies and process that Client follows in temporary labor contracts. Such experience makes us capable to provide temporary Staffing services to the Client.</p> <p>Skills Diversity:</p> <p>Being a staffing company, we are providing the staffing for diverse range of over 800 skills for Professional, IT, Administrative, Skilled Labor, General Services, Utility/Maintenance, Technical and non-technical job classifications. This diversity in skill classifications make us able to full-fill any job classification and skill requirements in short time and make us able to stand ahead from competition.</p> <p>Recruitment Capabilities:</p> <p>BuzzClan Recruitment and Staffing division consist 100+ people well equipped with all latest sourcing, selecting and recruitment tools and technologies. Our recruitment and staffing division are the combination of Recruiters, SME, Data miners, Account Managers, Human resources, E-care Executives, Trainers, support employees. Our Recruitment and Staffing covers all major time zones and serve our 24*7.</p> <p>Internal Pool:</p> <p>BuzzClan has internal pool of 1000+ temporary consultants that are always ready to be deployed at client locations.</p> <p>Resume Database</p> <p>BuzzTAQ is an BuzzClan intranet portal powered by an exhaustive database of screened resumes (2, 000,000) on varied skill sets from classifications from Entry to executive level and experience levels that has continuously evolved over the last 8 years. The portal database is regularly updated and maintained keeping in line with our current and medium to long-range forecast of resource requirements. The portal also contains a database of labor categories that is based on industry standard salary surveys appropriate to the areas in which we do business. The requirements from various clients we have serviced also contribute to the labor category database.</p> <p>Dedicated Customer Focused Organization:</p>
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We have an award-winning customer service team that go extra mile to fulfill client requirements, thus we are committed to resolve any issue quickly and efficiently that our clients are facing. We clearly define customer services process at start of contract along with backup resources for each contract. To ensure 100% satisfactory support, our executives themselves get involved in case resolution and make sure that customers' concerns are taken care immediately. We have well defined processes to ensure customer satisfaction starting from fulfilling client requirements with right resource.

Account Management:

We will provide a fully dedicated Account Management Team to dedicatedly work with Client and assuring the satisfactory performance of the candidates at the Client site.

Customer Communication:

BuzzClan believes in active and effective customer communication. County will have the access of BuzzClan 24*7 through chat, email, and call and in person meetings. Proposed Account Manager and Account Executive will remain in touch with Client assigned Project Manager for any kind of communication regarding project performance and their queries will be entertained within the defined SLA.

Personnel Replacements:

We have well-defined and documented replacement and credit policy for an inadequate performance and mitigation plan. In case, if Client asks for replacement of consultant due to his/ her inability to perform the tasks set out by Client, we have a well-defined process to handle situations.

Issue Resolution and Escalation:

With an aim to give top priority to requirements of our customers and to resolve their issues, our local staff and key management can be accessed directly. Once an issue is reported or a requirement is received, an acknowledgement mail is sent back to the customer by the Account executive within an hour. BuzzClan checks the status of an issue every hour till the issue is resolved. The issue is logged in to BuzzClan issue Resolution System and a ticket is generated. All correspondence is logged against this ticket to provide an accurate audit trail. The ticket is closed only when the issue is resolved.

On the Job Training (OJT) to the Employees:

BuzzClan provides internal and external management and technology training for all our professionals. We recognize the importance of imparting trainings to its employee lead to their personal growth and development, as well as the necessity of a highly skilled workforce in order to improve the success and efficiency of the organization. We provide on the job training (OJT) to the staff based upon every day's job work responsibilities with word processing, database, and spreadsheet software. It is a simple and cost-effective training method. Using such method, proficient as well as semi- proficient staff is well trained. We train the staff in actual working scenario. The motto of such training is "learning by doing".

Candidate Performance Evaluation:

BuzzClan administers a process to evaluate the performance of its employees, Customer Services team at BuzzClan to get in a regular touch with Client's project supervisor to get the status about employee performance during and after the assignments. We regularly send a Customer Satisfaction Assessment Report to our clients on a regular interval of time for getting it signed by them which describes our employees' performance at client site.

Regular Progress Reporting:

BuzzClan will provide all reports to Client that include weekly reports, monthly reports, top level, statistical analysis and we can also generate other reports as per the requirements of Client for no additional cost.

RESPONDENT ACKNOWLEDGEMENT



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

<u>RFP TITLE:</u> Temporary Staffing Services	<u>RFP NUMBER:</u> RFP HR 08-22
<u>ISSUE DATE:</u>	December 27, 2021
<u>LAST DAY FOR QUESTIONS:</u>	January 14, 2022 3:00 P.M. CT
<u>RFP DUE DATE & TIME:</u>	January 26, 2022 3:00 P.M. CT

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

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

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

COMPANY NAME BuzzClan LLC
 MAILING ADDRESS 5757 Alpha Rd. Suite 340
 CITY, STATE, ZIP Dallas, TX 75240
 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 46-2327694
 TELEPHONE NUMBER: 469-251-2899 EXT: _____ FAX: 469-251-2899
 EMAIL: gov@buzzclan.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: *Sachin Jain* TYPED: Sachin Jain
 OR PRINTED NAME

TITLE: Vice President DATE: 01/24/2022

NOTICE TO RESPONDENTS
RFP HR 08-22

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

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

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

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

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

For information regarding this solicitation please contact:

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

Jeff Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Mel Ponder
Chairman

PROPOSAL REQUIREMENTS

Proposal Name: Temporary Staffing Services

RFP #: RFP HR 08-22

Purpose:

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

Background:

Temporary employment agencies are used primarily to fill temporary vacancies due to turnover and extended absences, and sometimes to augment current staffing during times of heavy workload. Outsourcing staffing allows for quick assistance, and helps to reduce costs compared to regular budgeted positions with benefits. These services are obtained on an as needed basis and there may be multiple contracts awarded. There is no guarantee of work. The County currently has three (3) temporary employment contracts. The County reserves the right to award multiple contracts from this solicitation.

Scope of Work:

- A. **Job Descriptions:** Job description(s) are based on established Florida workers’ compensation codes based on types of work performed (included as Exhibit A).
1. Should the County require temporary labor for a job description outside of those listed herein, the County shall reserve the right to negotiate a price for that job description under any contract resulting from this RFP.
- B. **Wages/Benefits/Insurance:** The Agency will be responsible for all employer requirements (including, but not limited to, paying wages and withholding/reporting payroll and other taxes) for temporary employees placed by the Agency. In addition, the Agency will be responsible for all benefit obligations, reports and deductions (including, but not limited to, Workers’ Compensation, Fair Labor Standards Act, Family & Medical Leave Act and the Affordable Care Act) for temporary employees placed by the Agency. The County’s sole monetary responsibility will be to pay the Agency the agreed hourly rate and agreed upon fees.
- C. **Certification(s) of Compliance:** The Agency shall be responsible for full compliance with any and all federal, state and local laws relating to the employment of persons including, but not limited to, the Fair Labor Standards Act, the Family & Medical Leave Act, the Affordable Care Act, Workers’ Compensation, the Civil Rights Act (1964/91), Americans with Disabilities Act, Age Discrimination in Employment Act, and pertinent guidelines of the Federal Equal Employment Opportunity Commission. All proposals submitted pursuant to this RFP must include signed copies of the certifications, clauses, and acknowledgement forms.
- D. The Agency must acknowledge their responsibility in ensuring that all temporary employees furnished have satisfactorily met and complied with the following criteria:
1. Successful completion of the contracting entity’s background check process.

2. For jobs requiring a driver's license, Motor Vehicle Verification (Florida or appropriate state of driver license) – Cannot have: a) three (3) or more moving violations or two (2) or more at-fault accidents within the past three (3) years; b) reckless driving or DUI within the past three (3) years; and c) more than one (1) at-fault accident within the past 12 months.
3. All temporary employees furnished shall be provided a copy of the County's Drug Free Workplace Policy by the Agency and shall complete a County Drug Free Workplace Acknowledgement Form. The County reserves the right to have placed employees' tested post-accident, workplace incident, or if reasonable suspicion exists. Failure of the placed employee to comply will result in immediate removal from their workplace assignment.
4. E-Verify Check.

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

F. **Payment:** Payment of invoices will be made in accordance with the normal County payment schedule and process. Invoices shall contain at a minimum the employee's name, timesheet showing actual hours worked, pay rate for employee and mark-up rate charged by the Agency.

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

Technical Specifications:

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

A. Provide a mark-up rate for recruitment and payroll service for each applicable workers' compensation code listed in Exhibit A that is inclusive of charges for all pre-hire screenings, I-9/E-Verify checks and Affordable Care Act compliance.

1. It is understood that Agencies may not be able to provide all positions listed. If an Agency is unable to provide a position, they should enter "Unable to Provide" in the rate column for the workers' compensation code listed.
2. If mark-up rates can be discounted, provide the criteria and the discounted rates (e.g., multiple temporary employee placements, hourly rate paid to temporary employee, long-term placements, etc.).
3. If unable to provide pre-hire screening cost(s), I-9/E-Verify checks and Affordable Care Act compliance cost(s) in the mark-up rate, provide an itemized cost for each item separately.

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

1. Proposals received from agencies that maintain an office within Okaloosa County is more likely to have a broad database of clients who reside within Okaloosa County or surrounding areas and who would be willing to commute to locations needing temporary staffing.
- C. Provide a list of training and testing services offered to temporary agency employees to improve existing skills of current employees and/or to measure skills of potential new hires which include:
1. Training services teach proficient use of basic functions and current skills brush-up;
 2. Testing services measure, at a minimum, speed, accuracy and proficiency.
- D. Provide a service guarantee on all temporary employees placed with the County if work is deemed unsatisfactory and the timeline needed to find a replacement.
- E. Provide the direct placement/conversion fee and the number of days/weeks the direct placement/conversion fee would be enforced (i.e., when can a temporary employee be hired into a regular position with the County without a direct placement/conversion fee).
- F. Provide a description of how employees already placed with the County under current contract will be affected if a new contract is awarded (e.g., how will the employees' time gained toward benefits be affected with the Agency; will the direct placement/conversion fee timeframe restart, etc.).
- G. Provide a minimum of three (3) private or public clients to which the Agency has provided these services within the past five (5) years for similar work.
- H. Provide added value services offered by the Agency that are provided at no cost to the County.

Length of Contract, Renewals and Price Escalation:

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

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

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

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

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

Proposal Preparation Instructions

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

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

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

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

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

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

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

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

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

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

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

Procurement Scheduled (ANTICIPATED)

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

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

GENERAL PROPOSAL CONDITIONS

1. **PRE-PROPOSAL ACTIVITY -**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBMITTAL OF PROPOSAL –

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

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

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

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

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

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

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

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

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

13. **AWARD OF CONTRACT -**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

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

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

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

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

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

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

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

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

FORMS & CERTIFICATIONS

A. Drug-Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 01/24/2022 SIGNATURE: *Sachin Jain*
 COMPANY: BuzzClan LLC NAME: Sachin Jain
 (Typed or Printed)
 ADDRESS: 5757 Alpha Rd. Suite 340
Dallas, TX 75240 TITLE: Vice President
 PHONE NO. 469-251-2899 E-MAIL: gov@buzzclan.com

B. Conflict of Interest Disclosure Form

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S)	POSITION(S)

FIRM NAME: BuzzClan LLC

BY (PRINTED): Sachin Jain

BY (SIGNATURE): *Sachin Jain*

TITLE: Vice President

ADDRESS: 5757 Alpha Rd. Suite 340, Dallas, TX 75240

PHONE NO.: 469-251-2899

E-MAIL : gov@buzzclan.com

DATE: 01/24/2022

C. Federal E-Verify Compliance Certification

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities 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: 01/24/2022

SIGNATURE: *Sachin Jain*

COMPANY: BuzzClan LLC

NAME: Sachin Jain

ADDRESS: 5757 Alpha Rd. Suite 340
Dallas, TX 75240

TITLE: 469-251-2899

E-MAIL: gov@buzzclan.com

PHONE NO.: 469-251-2899

E. Indemnification and Hold Harmless

INDEMNIFICATION AND HOLD HARMLESS

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

BuzzClan LLC
Respondent's Company Name

Sachin Jain
Authorized Signature – Manual

5757 Alpha Rd. Suite 340, Dallas, TX 75240
Physical Address

Sachin Jain
Authorized Signature – Typed

5757 Alpha Rd. Suite 340, Dallas, TX 75240
Mailing Address

Vice President
Title

469-251-2899
Phone Number

469-251-2899
FAX Number

469-251-2899
Cellular Number

469-251-2899
After-Hours Number(s)

01/22/2022
Date

F. Company Data

COMPANY DATA

Respondent's Company Name:	BuzzClan LLC
Physical Address & Phone #:	5757 Alpha Rd. Suite 340 Dallas, TX 75240 469-251-2899
Contact Person (Typed-Printed):	Sachin Jain
Phone #:	469-251-2899
Cell #:	469-251-2899
Email:	gov@buzzclan.com
Federal ID or SS #:	46-2327694
DUNS' #	012882406
Respondent's License #:	M21000010298
Fax #:	469-251-2899
Emergency #'s After Hours, Weekends & Holidays:	469-251-2899

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

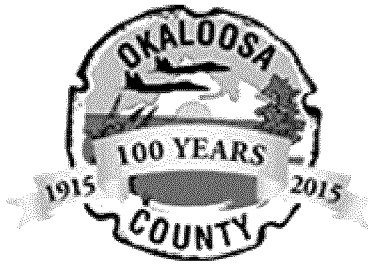
G. Addendum Acknowledgement

ADDENDUM ACKNOWLEDGEMENT
RFP HR 08-22

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
ADDENDUM 1	01/07/2022
ADDENDUM 2	01/18/2022

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

January 7, 2022

RFP HR 08-22-Temporary Staffing Services

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

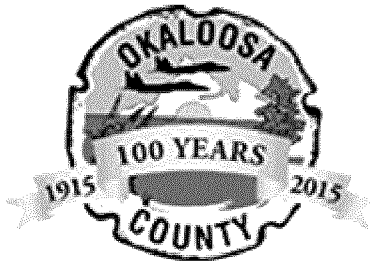
1. What is the estimated budget for this RFP? If unknown, please specify previous spending. The estimated budget is \$800,000. The previous spending is approximately \$575,000.
2. Please provide name of the current vendor providing the services with a copy of their proposal. Landrum, People Ready, Pace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

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

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

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

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



ADDENDUM 2

January 18, 2022

RFP HR 08-22-Temporary Staffing Services

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

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

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

H. Certification Regarding Lobbying

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

CERTIFICATION REGARDING LOBBYING

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [

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

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

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

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

Sachin Jain

Signature of Contractor's Authorized Official

Sachin Jain Vice President Name and Title of Contractor's Authorized Official

01/22/2022

Date

I. Government-wide Debarment, Suspension

Government Debarment & Suspension

Instructions

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

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative Sachin Jain Vice President

Sachin Jain 01/22/2022

Signature Date

J. System of Award

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

Entity Name: **BuzzClan LLC**

Entity Address: **5757 Alpha Rd. Suite 340, Dallas, TX 75240**

Duns Number: **012882406**

CAGE Code: **79CC6**

K. Vendors on Scrutinized List

VENDORS ON SCRUTINIZED COMPANIES LISTS

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

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

DATE: 01/22/2022

SIGNATURE: *Sachin Jain*

COMPANY: BuzzClan LLC

NAME: Sachin Jain
(Typed or Printed)

ADDRESS: 5757 Alpha Rd. Suite 340
Dallas, TX 75240

TITLE: Vice President

E-MAIL: gov@buzzclan.com

PHONE NO.: 469-251-2899

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

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may

direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

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

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

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

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

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

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

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

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

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

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

DATE: 01/24/2022

SIGNATURE: *Sachin Jain*

COMPANY: BuzzClan LLC

NAME: Sachin Jain

ADDRESS: 5757 Alpha Rd. Suite 340
Dallas, TX 75240

TITLE: Vice President

E-MAIL: gov@buzzclan.com

PHONE NO.: 469-251-2899

L. Grant Funded Clauses

GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

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

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

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

16. **Record Retention:**

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

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

18. **Termination for Default (Breach or Cause):**

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

19. **Safeguarding Personal Identifiable Information**

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

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

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

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

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

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

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

DATE: 01/24/2022

SIGNATURE: *Sachin Jain*

COMPANY: BuzzClan LLC

NAME: Sachin Jain

ADDRESS: 5757 Alpha Rd. Suite 340
Dallas, TX 75240

TITLE: Vice President

E-MAIL: gov@buzzclan.com

PHONE NO.: 469-251-2899

M. References

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: State of Idaho Telephone #: 208 - 332-1605 / 208-334-4995

Contact Name: Chelsea Robillard/ Megan Molumby E-mail Address: chelsea.robillard@adm.idaho.gov
Megan.Molumby@dhw.idaho.gov

Scope of Work Provided:

State of Idaho is seeking Statewide Temporary Staffing to include qualified temporary staff to fulfill a variety of Administrative Support (Including Office, Clerical and Sales), Commercial/Industrial Workers, Healthcare Staffing Services, and Professional Services. We have provided program assistant to Idaho Office of Emergency Management under the statewide Temporary staffing services contract. We have also provided Research Analyst, Project Manager, Three Technical Records Specialist 2 to Idaho department of veteran services & req record specialist to Idaho Department of Health and Welfare.

Reference #2

Organization Name: Georgia State University Telephone #: 404-413-3159

Contact Name: Kaylee Adair E-mail Address: kdoyle@gsu.edu

Scope of Work Provided:

Under Temporary Staffing contract with Georgia State University we have provided Grounds Keeper, Utility Worker & Custodian to the University.

Reference #3

Organization Name: My Health My Resources of Tarrant County Telephone #: 817.569.5628

Contact Name: Michelle J. McCall E-mail Address: michelle.mccall@mhmrtc.org /
mhmr.purchasing@mhmrtc.org

Scope of Work Provided:

We are providing Tempooarry Staffing services to support the temporary staffing needs for MHMR for IT, Clerical, Administrative & laborer positions. We have provided multiple labor categories including Nurse, & Administrative Assistant.

N. Certificate of Good Standing State of Florida

M21000010298

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2021 AUG -9 PM 1:22
STATE OF FLORIDA
TALLAHASSEE

AUG 10 2021
M. SOLOMON

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. BuzzClan, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "LLC," or "LLC.")

If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "LLC," or "LLC."

2. Texas 3. 462327694
(Jurisdiction under the law of which foreign limited liability company is organized) (EIN number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration.) (See sections 605.0904 & 605.0905, F.S., to determine penalty liability.)

5. 5757 Alpha Rd Suite 340 6. 5757 Alpha Rd Suite 340
(Street Address of Principal Office) (Mailing Address)
Dallas, TX 75240 Dallas, TX 75240

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Registered Agents Inc.
 Office Address: 7901 4th St N STE 300
St. Petersburg, Florida 33702
(City) (Zip code)

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 CLERK OF STATE
 BUSINESS REGISTRATION

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Bill Name
(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage (up to six (6) total):

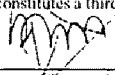
<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input type="checkbox"/> Manager	Name: <u>Sachin Jain</u>	<input type="checkbox"/> Manager	Name: <u>Archana Jain</u>
<input checked="" type="checkbox"/> Member	Address: <u>5757 Alpha Rd Suite 340</u>	<input checked="" type="checkbox"/> Member	Address: <u>5757 Alpha Rd Suite 340</u>
<input type="checkbox"/> Authorized Person	<u>Dallas TX 75240</u>	<input type="checkbox"/> Authorized Person	<u>Dallas TX 75240</u>
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized Person	_____	<input type="checkbox"/> Authorized Person	_____
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized Person	_____	<input type="checkbox"/> Authorized Person	_____
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

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 DEPARTMENT OF STATE
 TALLAHASSEE, FLORIDA

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Sachin Jain 08/04/2021


 Signature of an authorized person
 Sachin Jain

 Typed or printed name of signer

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Deputy Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for BUZZCLAN, LLC (file number 801751259), a Domestic Limited Liability Company (LLC), was filed in this office on March 15, 2013.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 03, 2021.



Jose A. Esparza
Deputy Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <https://www.sos.texas.gov/>

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 1069723840004

EXHIBIT A

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>	28.5%	22%
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>	28.5%	22%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>or cleaning the existing surface and the application of the resurfacing material as well as scraping existing dirt or gravel roads including re-graveling and oiling when undertaken by these repaving or resurfacing contractors. Oil distributors who deliver and spread oil in conjunction with spreading sand or gravel also fall within the scope of this Code as do specialist contractors engaged in asphalt laying on top of already constructed highways and the spraying of roads with liquid asphalt. Applied to street or road construction contractors or specialist contractors engaged in asphalt surfacing, application of the initial adhesive bonding material and the surface spreading and rolling of the crushed aggregate in connection with the installation of artificial turf for baseball and football stadiums. This classification additionally applies to employees of highway toll roads who engage in miscellaneous operations incidental to the maintenance of such roads, i.e., paving or repaving; patching road surfaces; spreading oil, tar or gravel; cleaning ditches and sides of roads; hauling and spreading sand for iced roads; plowing and removing snow; setting out pavement markers; cutting grass; and painting guardrails and posts. Assigned to contractors engaged in painting lines or stripes separating traffic lanes on streets, roads or highways. The paint or other material used for these markings is usually applied to the surface of the street, road or highway using a mechanical device, either self-propelled or towed by a truck or other motor vehicle. An asphalt works operation including grinding, pulverizing, or mixing asphalt that is operated by a road paving contractor at a temporary location is additionally assigned to this Code.</p>	<p>28.5%</p>	<p>22%</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 hydro-mulcher which will chop hay or straw, mix it with grass, seed and water and shoot it out along roadsides and embankments; contractors who will install guardrails along roadways and handrails on pedestrian bridges, place metal signs, metal fencing, metal light poles and attenuators; contractors who will cut joints in concrete runways, streets or roads and reseal the joints, and also paint marking stripes at airports. Applicable to the creation and resealing of pavement joints.</p>	<p>28.5%</p>	<p>22%</p>
6217	<p>EXCAVATION & DRIVERS NOC</p>		

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
7370	<p>Applied to specialist contractors engaged in general excavation including ditch digging, burrowing, filling or backfilling provided such operations are not otherwise classified in the manual. The operations involve the removal of earth, small boulders and rocks by power shovels, trench diggers or bulldozers and piling it at the job site for backfill. The material may also be removed by dump trucks for fill in some other area. Includes excavation in connection with building foundations, swimming pools, landscape gardening and waterproofing operations. This classification also is applied to specialist contractors engaged in grading land and landfilling, provided these operations are not otherwise classified in the manual. The classification includes ditch digging, burrowing, filling or backfilling, and operations such as scraping, cutting, piling or pushing the earth to rearrange the terrain. These operations utilize equipment such as bulldozers, motor graders and carryalls. The classification includes grading involved in airport construction, grading of land preparatory to construction or planting, grading of parking lots, etc.</p> <p>TAXICAB CO.: ALL OTHER EMPLOYEES & DRIVERS</p> <p>Applies to taxicab drivers and all other employees except those employees who qualify for separate classifications such as garage employees, clerical employees and outside salespersons. Applies to noncertified, nonemergency transports.</p>	28.5%	22%
7403	<p>AVIATION-ALL OTHER EMPLOYEES & DRIVERS</p> <p>Applies to ground personnel such as, but not limited to, maintenance and service personnel, cargo and baggage handlers, ticket sellers or information clerks at airports, and security personnel. The personnel may be employed by scheduled air carriers, commuter air carriers, supplemental air carriers, or any other commercial aviation operators, including helicopter services.</p> <p>WATERWORKS OPERATION & DRIVERS</p> <p>Includes store employees, meter readers. Covers the operations of water plants, whether they are operated by a municipal board or commission or a private company. Sources of water for the plant include but are not limited to rivers, streams, deep water wells, underwater springs, dams or reservoirs. The water is pumped and piped to the filtration plant where it is filtered through sand beds. The water is then treated with chlorine or other purifying chemicals. In some cases sodium fluoride is added. Water samples are taken and tested periodically. The water is then pumped to large elevated stand pipes for distribution through the system. When performed by employees of the water plant and specifically related to water plant operations, the installation, repair and</p>	28.5%	22%
7520	<p>WATERWORKS OPERATION & DRIVERS</p> <p>Includes store employees, meter readers. Covers the operations of water plants, whether they are operated by a municipal board or commission or a private company. Sources of water for the plant include but are not limited to rivers, streams, deep water wells, underwater springs, dams or reservoirs. The water is pumped and piped to the filtration plant where it is filtered through sand beds. The water is then treated with chlorine or other purifying chemicals. In some cases sodium fluoride is added. Water samples are taken and tested periodically. The water is then pumped to large elevated stand pipes for distribution through the system. When performed by employees of the water plant and specifically related to water plant operations, the installation, repair and</p>	28.5%	22%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>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.</p>	28.5%	22%
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>	28.5%	22%
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>	28.5%	22%
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>	28.5%	22%
7720	POLICE OFFICERS & DRIVERS		

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>	28.5%	22%
8292	<p>STORAGE WAREHOUSE NOC</p> <p>Applied to insureds engaged in the warehousing or storage of general merchandise for other business concerns provided such operations are not otherwise classified in the Basic Manual. Firms falling within the scope of this classification have no equity in the merchandise they store. This Code's operations involve the care and maintenance of the warehouse and its equipment and the receiving, safekeeping and subsequent release of the merchandise from storage. Such merchandise is usually stored over long periods of time and there is no exposure to constant piling or breaking down of the merchandise. This Code is assigned to the storage of bulk materials such as dry cement and rice, coffee, potatoes, peanuts or other nonperishable food products.</p>	28.5%	22%
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>28.5%</p>	<p>22%</p>
<p>8393</p>	<p>AUTOMOBILE BODY REPAIR Applies to insureds who are engaged in the business of metal, fiberglass and plastic automobile body repair work including incidental upholstering 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>28.5%</p>	<p>22%</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>	28.5%	22%
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>	28.5%	22%
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>	28.5%	22%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>exclusively spot and mark infected trees and designate which trees are to be sprayed or otherwise treated and which are to be destroyed. Geologists or scouts of oil and gas fields and independent specialists are included in this class. They include lease buyers who, as any part of their duty, perform work similar to that undertaken by oil or gas geologists or scouts. Their duties include reviewing court records, interviewing lease holders, securing prospective oil- or gas-producing land data, and observing development and production of leases. The geologists procure core or shale samples at drilling locations, which are taken to the office for study. They do not accompany seismograph or geophysical exploration crews on surveys or take part in any of the field work such as the actual drilling, but they may visit the drilling site. The scout keeps the company informed of all events of interest in his or her territory, attends all meetings of legal importance, obtains information regarding the operation of each well in his or her territory, and reports the findings on oil or gas development work.</p>		
8742	<p>SALESPERSONS OR COLLECTORS-OUTSIDE Applied to outside salespersons or collectors. Since these employees are common to many businesses, they are considered to be Standard Exceptions.</p>	28.5%	22%
8810	<p>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.</p>	28.5%	22%
8820	<p>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</p>		

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
8832	<p>apply to any employees of attorneys or law firms performing cleaning or maintenance service in or about the premises used for professional purposes. In addition, insureds engaged in the business of providing court reporters who take depositions in law offices or other comparable locations and record legal proceedings have been assigned to this Code.</p> <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>	28.5%	22%
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>	28.5%	22%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
8871	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.	28.5%	22%
9014	<p>CLERICAL TELECOMMUTER EMPLOYEES</p> <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>	28.5%	22%
9015	<p>BUILDING OR PROPERTY MANAGEMENT-ALL OTHER EMPLOYEES</p> <p>Applicable to owners, lessee, or real estate management firms that operate office, apartment, tenement, mercantile or industrial buildings. It encompasses all superintendents, custodial and maintenance operations conducted by an owner or lessee of a building except those performed by an insured occupying the entire or a major portion of the building for manufacturing, mercantile or other commercial purposes. Camp operations contemplated by this Code provide overnight accommodations and offer a wide range of activities such as swimming, boating, archery, fishing, hiking, arts and crafts, and sports such as tennis and softball as well as other traditional camping activities. These camps may employ counselors, cooks, grounds and maintenance personnel, nurses, housekeepers, guards, and lifeguards. Due to the varied nature of activities that take place in these camps, no one classification describes their operations.</p>	28.5%	22%
9102	<p>PARK NOC-ALL EMPLOYEES & DRIVERS</p> <p>Applied to all employees engaged in the operation of public parks, which may be owned or operated by administrative agencies of federal, state, county, or municipal governments or civic organizations such as Rotary Clubs, Kiwanis Clubs, Chambers of Commerce, and Police</p>	28.5%	22%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
9154	<p>Benevolent Associations. Operations in this Code include the care, custody, and maintenance of all buildings within the parks such as administrative buildings, rest houses, pavilions, stables, and equipment storage buildings; maintenance of park grounds, trees, shrubs, and flowers; and maintenance of baseball diamonds, tennis courts, swimming pools, and zoos.</p> <p>THEATER NOC: ALL OTHER EMPLOYEES.</p> <p>Assigned to "all other employees" of theaters, that is, those employees other than players, entertainers or musicians and those employees qualifying under the Standard Exception Classifications rule of the Basic Manual. Such employees specifically enumerated to this classification are managers, stagehands, box office employees, ushers and motion picture operators. This classification also applies to stagehands, box office employees and ushers employed by a traveling theater production company and to such employees where the theatrical production company conducts its operations in auditoriums, stadiums, arenas and tents, as well as outdoor productions in parks, etc. This Code is assigned to stagehands and other employees directly connected with the theatrical production activity of a dinner theater when the theater operations predominate, that is, the payroll normally assignable to the theater classifications is more than 50% of the total payroll.</p> <p>STREET CLEANING & DRIVERS</p> <p>Applied to specialist contractors or municipal employees engaged in street cleaning. The cleaning may be performed by either manual or mechanical means such as the use of mechanical sweepers. Some sweepers direct a spray onto the street surfaces and rotary brooms sweep dirt and other debris into storage bins. Filled bins are then disposed of at commercial dumps. Streets may also be cleaned by water sprinkling trucks. The water carries the dirt to the curb and the water and dirt drain into sewers. Spray cleaning of the interior walls of tunnels is considered analogous to street cleaning and is assigned to this Code. The clearing of snow from public or private parking lots, streets or roads is assigned to this Code. This includes employees of toll roads who have been hired specifically to perform snow removal operations. This Code contemplates routine beach or shoreline cleaning as well as beach or shoreline cleaning made necessary due to oil spills. This includes the onshore cleaning of rocks with hot water under pressure alongside banks or shores of waterways where oil spills have reached land. The power sweeping of parking lots is assigned by analogy to this Code. Outdoor spraying operations for mosquito or other insect control that do not</p>	28.5%	22%
9402	<p>STREET CLEANING & DRIVERS</p> <p>Applied to specialist contractors or municipal employees engaged in street cleaning. The cleaning may be performed by either manual or mechanical means such as the use of mechanical sweepers. Some sweepers direct a spray onto the street surfaces and rotary brooms sweep dirt and other debris into storage bins. Filled bins are then disposed of at commercial dumps. Streets may also be cleaned by water sprinkling trucks. The water carries the dirt to the curb and the water and dirt drain into sewers. Spray cleaning of the interior walls of tunnels is considered analogous to street cleaning and is assigned to this Code. The clearing of snow from public or private parking lots, streets or roads is assigned to this Code. This includes employees of toll roads who have been hired specifically to perform snow removal operations. This Code contemplates routine beach or shoreline cleaning as well as beach or shoreline cleaning made necessary due to oil spills. This includes the onshore cleaning of rocks with hot water under pressure alongside banks or shores of waterways where oil spills have reached land. The power sweeping of parking lots is assigned by analogy to this Code. Outdoor spraying operations for mosquito or other insect control that do not</p>	28.5%	22%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>take place at farms or irrigation systems are additionally classified to this Code. The operations involve filling an insecticide into trucks equipped with special spray equipment that dispenses the insecticide. This Code also is applied to specialist contractors or municipal employees engaged in cleaning mainline sewers and storm sewers where material and other refuse from the street is likely to accumulate. Street mains, which are usually large, require the use of heavy non-portable equipment that forces the waste material along the sewer line from manhole to manhole until the line is clear. The waste material is removed by hand using buckets or by using suction devices that pump the waste into a collection tank on a truck. Some sewer cleaning insureds also perform sewer inspection and crack sealing operations using a remote control method by which a grouting unit is fed into a sewer pipe and positioned at the point of seepage after the cracks first have been located by means of a closed circuit television inspection camera. The grouting unit's expandable diaphragm is then inflated to seal off the crack. These inspection and sealing operations properly fall within the scope of this Code. Specialists engaged in cleaning cesspools or septic tanks utilizing vacuum pump trucks as well as specialists who rent, deliver, install and service portable toilets are also assigned to this Code. Risks that are in the business of operating tank trucks equipped with pumps that are used to pick up waste oil and water at sites other than oil well sites are classified to this Code. These risks can be referred to as vacuum truck operators. This Code is applicable to the described risks provided they do not engage in any other activities such as recycling of the waste material but merely transport same to another business entity that will dispose of the waste material.</p>	28.5%	22%
9410	<p>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.</p>	28.5%	22%

**Attachment “B”
Insurance Requirements**

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

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

INSURANCE LIMITS OF LIABILITY

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

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

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

responsibility.

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

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

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

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Attachment "D"
Minimum Federal Clauses

ATTACHMENT “D”

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant no. [insert grant numbers] which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds are the time of a procurement submittal and contract.

impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor's* actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: 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, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts 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

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: 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). *contractor* 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.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: 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.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *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).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. 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.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* 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.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *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.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *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.

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*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: 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.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *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.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):

Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H):

Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175):

Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322):

Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101.

Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):

Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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

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

The Sachin Jain on behalf of BuzzClan, LLC the *contractor* is authorized to sign below and confirm the *contractor* is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 03/16/2022

SIGNATURE: Sachin Jain

COMPANY: BuzzClan, LLC

NAME: Sachin Jain

ADDRESS: 5757 Alpha Rd., Suite 340
Dallas, TX 75240

TITLE: Vice President

E-MAIL: gov@buzzclan.com

PHONE NO.: 469-251-2899

Buy America Certificates

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

Certificate of Compliance with Buy America Requirements

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

DATE: 03/16/2022

SIGNATURE: *Sachin Jain*

COMPANY: BuzzClan, LLC

NAME: Sachin Jain

TITLE: Vice President

Certificate of Non-Compliance with Buy America Requirements

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____