

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and LanceSoft, Inc, Herndon, VA ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0193-P(LN) ("RFP") for Direct Hire Staffing services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in HIPAA, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

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2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Human Resources Director.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

Initial Term - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

A. **Term Extension** -

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

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6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the not-to-exceed sum of \$1,137,500.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

The County will compensate the firm based on a contingency structure and will not pay a retainer for services. Commission % to be inclusive of all sourcing, recruiting, and related services for the selected candidates and only paid in the event that the candidate is hired. Pinellas County may offer 'reimbursement for travel for in-person interviews' in accordance with our company policy, but this is at the discretion of the hiring authority.

C. **Travel Expenses** -

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

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

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violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

- 1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement.
 - ii. Contractor breaches Confidential Information Section of this Agreement.
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
- 2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
- 3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

- 1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or
 - iii. the County fails to perform any of the other material provisions of this Agreement.
- 2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

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3. **Termination for Cause by Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

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

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.
- D. **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 Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.**

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11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

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

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

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- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

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

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Human Resource Director or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to LanceSoft, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

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20. Subcontracting/Assignment

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Ms. Kimberly Crum
Human Resources Director
400 South Fort Harrison Avenue
Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,
Purchasing and Risk Management Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

Att: Prashant Arni,
Sr. V.P. Delivery and Operations
13454 Sunrise Valley Drive, Suite 120
Herndon, VA 20171

23. Conflict of Interest

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

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- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

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

25. Amendment

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

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

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

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30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

RFP #22-0193-P(LN)
RFP Title: Direct Hire Staffing Services

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the
Board of County Commissioners

LanceSoft, Inc,

By: _____	By: _____
Signature	<i>Pavan Kumar</i> Signature
_____	Pavan Kumar
Print Name	Print Name
_____	Contracts Manager
Title	Title
_____	06/28/2022
Date	Date

APPROVED AS TO FORM

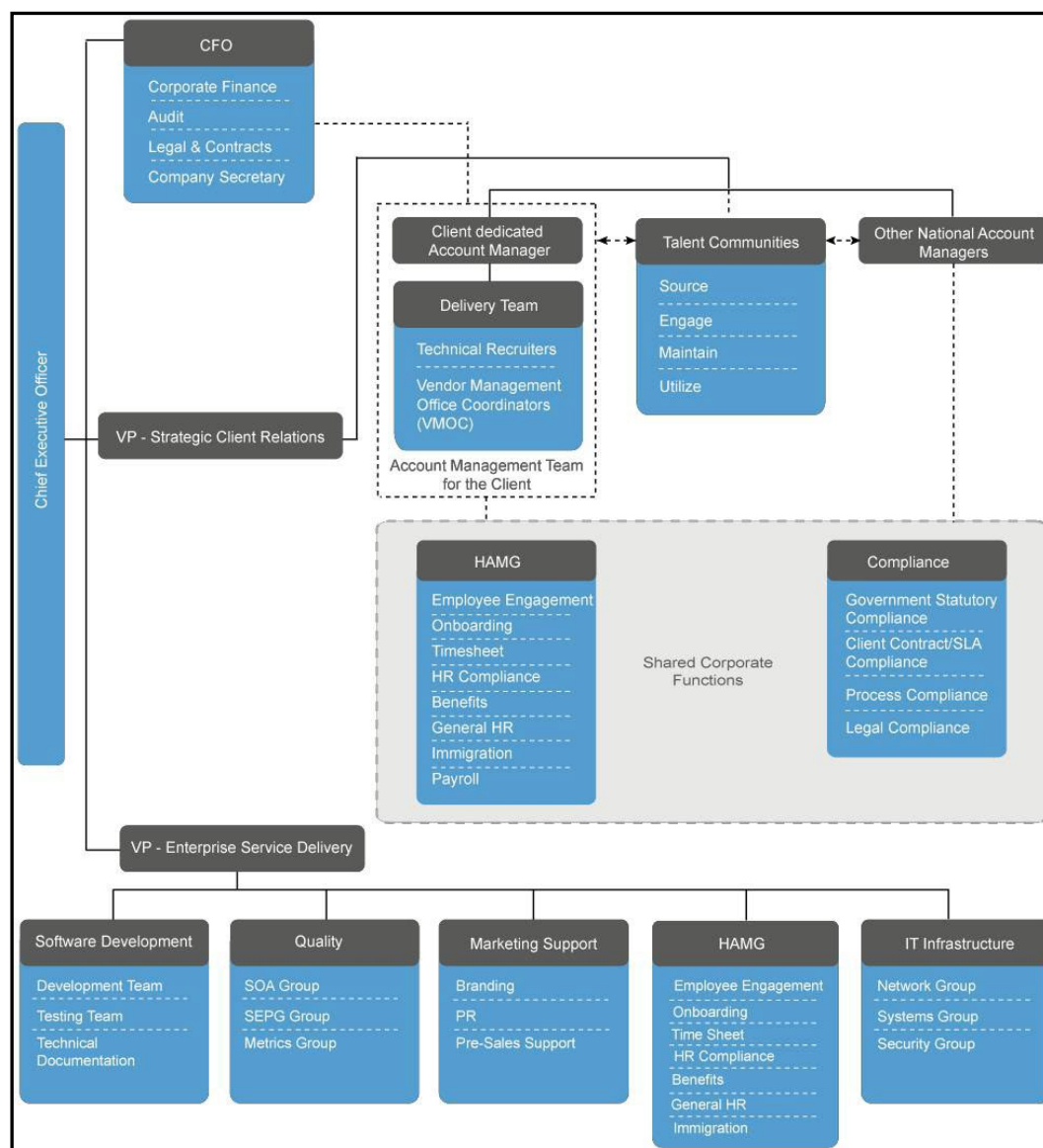
By: Keiah Townsend
Office of the County Attorney

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EXHIBIT A - STATEMENT OF WORK

SERVICES THAT WILL BE PROVIDED

LanceSoft is a privately-owned S corporation with no parent company. LanceSoft's ownership structure comprises of sagacious industry experts bringing in their extensive experience accentuating our performance and operations. LanceSoft is run by its Chairman & CEO; with the Chief Financial Officer (CFO), Vice President (VP)-Strategic Client Relations and VP-Enterprise Service Delivery reporting directly to the CEO.



AM: With an average **12 years** of staffing experience, the AM will serve as the Primary Point of Contact (PPOC) for managing day-to-day activities of the engagement across all locations of customer. He/she will serve as the liaison between LanceSoft and Pinellas County Department of Administrative Services
PINELLAS COUNTY **STANDARD SERVICES AGREEMENT** **Revised 04/2022**

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and will be responsible for successful service delivery and client satisfaction. The AM will also be responsible for the business and operational strategies of the AMT to effectively meet the specific needs of Pinellas County Department of Administrative Services and members.

Delivery Manager: With an average of **7 years** of industry experience in the staffing services, the Delivery Manager will be responsible for overseeing the day-to-day activities of the team of recruiters. He/she will also be responsible for assigning the requirements to the recruiters and ensuring that Pinellas County Department of Administrative Services and LanceSoft's staffing delivery SLAs are met and exceeded at all times.

Recruiting Lead/Recruiters: Under the supervision of the Recruiting Lead, depending on the Program Volume, geographical coverage, Skill Requirements and Complexity of County requirements, LanceSoft will allocate anywhere between 2 to 20 recruiters that will be familiar with and have extensive experience working on similar account conditions and environment. The team assigned to Pinellas County Department of Administrative Services will comprise of a mix of senior and junior recruiters who have an average of **3-8 years** of combined technical and business experience and have the specific domain knowledge to cater Pinellas County Department of Administrative Services requirements.

Legal and Contracts Management: This team will be predominantly responsible for ensuring compliance with all Pinellas County Department of Administrative Services specific legal and other contract documents ensuring that all paperwork at the organizational level is complete prior to joining at client location.

On-Boarding Team: This team will be responsible for all onboarding activities including drug and background check, I-9 verification, Non-Disclosure Agreements, Client Orientation and Walk-through Programs for the new hires etc. They will ensure adherence to all Pinellas County Department of Administrative Services SLAs and that all the relevant paperwork is completed prior to the employee's start date.

Employee Engagement Team: They will work closely with the Pinellas County Department of Administrative Services Hiring Managers and Candidates during the term of assignment to monitor the consultant's performance and any other issues that may arise. They will communicate regularly with the Candidates deployed at Pinellas County Department of Administrative Services locations to gather and resolve their feedback/satisfaction/dissatisfaction/issues.

LanceSoft has a dedicated **Human Asset Management Group (HAMG)** that acts as an interface between the onsite employees and the LanceSoft management and has a proven track record of resolving employees' queries/issues in less than 24 hours. This commitment to employees results in greater employee satisfaction.

We will assign the Pinellas County Department of Administrative Services a dedicated Account Management team to ensure the right delivery of services and needs are fulfilled with huge Pinellas County Department of Administrative Services Direct hire staffing services satisfaction. Our Account Manager & Account Executives will work very closely with the Pinellas County Department of Administrative Services and LanceSoft's on-site staff. The following table identifies all the resources assigned to these services and their dedication to Pinellas County Department of Administrative Services.

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#	Name	Title	Experience
1	Prashant Arni	V.P. -Strategic Client Relations	22+ years of Account, Contract & Project Management
2	Khanh To	Account Executive	12+ years of account management
	Ruchi Jain	Sr. V.P. - Compliance & HR	15+ years of experience in Human Resource Management & Candidate Management

OUR ABILITY AND SUCCESS RATE

Our strong industry experience and attributing a major share of staffing revenue to the IT/NON-IT industry makes LanceSoft fully equipped to Pinellas County Department of Administrative Services Requirements. We have Specialized Recruiting Teams for Our Clients with IT/NON-IT requirements that have the combined creative, technical, business and domain experience in the domain and hence are highly capable of screening the best-fit candidates for any **Generic/Hard to Find Skillset-Specific** positions. LanceSoft has a dedicated proactive recruiting team that maintains our ever-growing contractor network of qualified, highly skilled profiles with specific domain knowledge and at the same time being in line with the current market trend. Our significant staffing methodology, sourcing strategies and past performance in providing IT/NON-IT staffing services demonstrates our strong experience that can be tailored to meet Pinellas County Department of Administrative Services requirements.

Our home-grown product CPX, helps in maintaining a huge database of prequalified candidates and pipelining 20-30 candidates daily. This process accentuates our performance and helps in a quick turnaround time. The database has over **15 million profiles** segregated as per the location, skill set, domain, and experience level.

With a high client retention rate, we create lasting relationships with our clients by providing quality services and consistently delivering value by using a multi-faceted approach based on a Global delivery capability, deep domain expertise allied to a vast technology base, all harnessed by our adaptive quality processes and strong methodologies.

Having profound experience in servicing clients with IT/NON-IT Staffing needs that are highly comparable to the size and scope of Pinellas County Department of Administrative Services Staffing program, LanceSoft clearly understands the dynamics of account, its environment and any associated potential issues and risks. This makes us fully equipped to handle any kind of operational needs in the most efficient manner ensuring a long-standing relationship.

With in-depth domain knowledge, expertise, and mature processes we possess, LanceSoft is fully equipped to understand its client needs and makes a constant effort at providing innovative and cost-effective solutions to its clients.

Having a well-crafted recruitment process built on years of profound global recruitment experience, gives LanceSoft the competitive edge in providing top class resources to its clients in the shortest possible turn-around times. A perfect blend of unique recruiting methods and technologies, coupled

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with advanced recruitment techniques, has enabled LanceSoft to grow as one of the most sophisticated Contingent Workforce (CW) Providers.

Our staffing methodology, sourcing strategies and performance in as recent past in providing staffing services demonstrates our strong experience that can be tailored to meet Pinellas County Department of Administrative Services requirements.

We have worked for various customers from IT/NON-IT Industry in the past. Our services to these esteemed organizations have been a great experience and also achieved outstanding feedback with respect our delivery.

APPROACH/ STATEMENT OF WORK

LanceSoft Understands Pinellas County Department of Administrative Services IT/NON-IT Direct hire staffing needs, we will continue to employ our current solution and service delivery model to support Pinellas County Department of Administrative Services staffing needs. From recruiting top talent to ensuring the Pinellas County Department of Administrative Services satisfaction through ongoing communication, our solution is designed to ensure the Pinellas County Department of Administrative Services doesn't experience any gaps in productivity. We have a well etched recruitment program in place to respond and deliver quality candidates with agreed timelines. Below is the detailed description of our capability.

MAKING THE MATCH

Making the match is what we do and LanceSoft aims for a superior match each time we place talent on assignment. We will work closely with the Pinellas County Department of Administrative Services to gain an in-depth understanding of your staffing and partnership requirements. Rather than simply collect a "laundry list" of requirements and skills, LanceSoft asks questions that allow us to build a functional job profile, including key success milestones and attributes that allow us to match not only skills and experience, but also subtle elements such as fit with managerial style, corporate culture, etc. With this knowledge, we develop a thorough candidate profile that forms the basis of our recruitment strategy.

Our engagement process is focused on our clients and their business needs. This consultative approach, known as our Match Fit Program, details from start to finish how our staffing firm selects the perfect candidate for client's organization. The Match Fit Program includes five phases, which are customized to service your account most effectively.

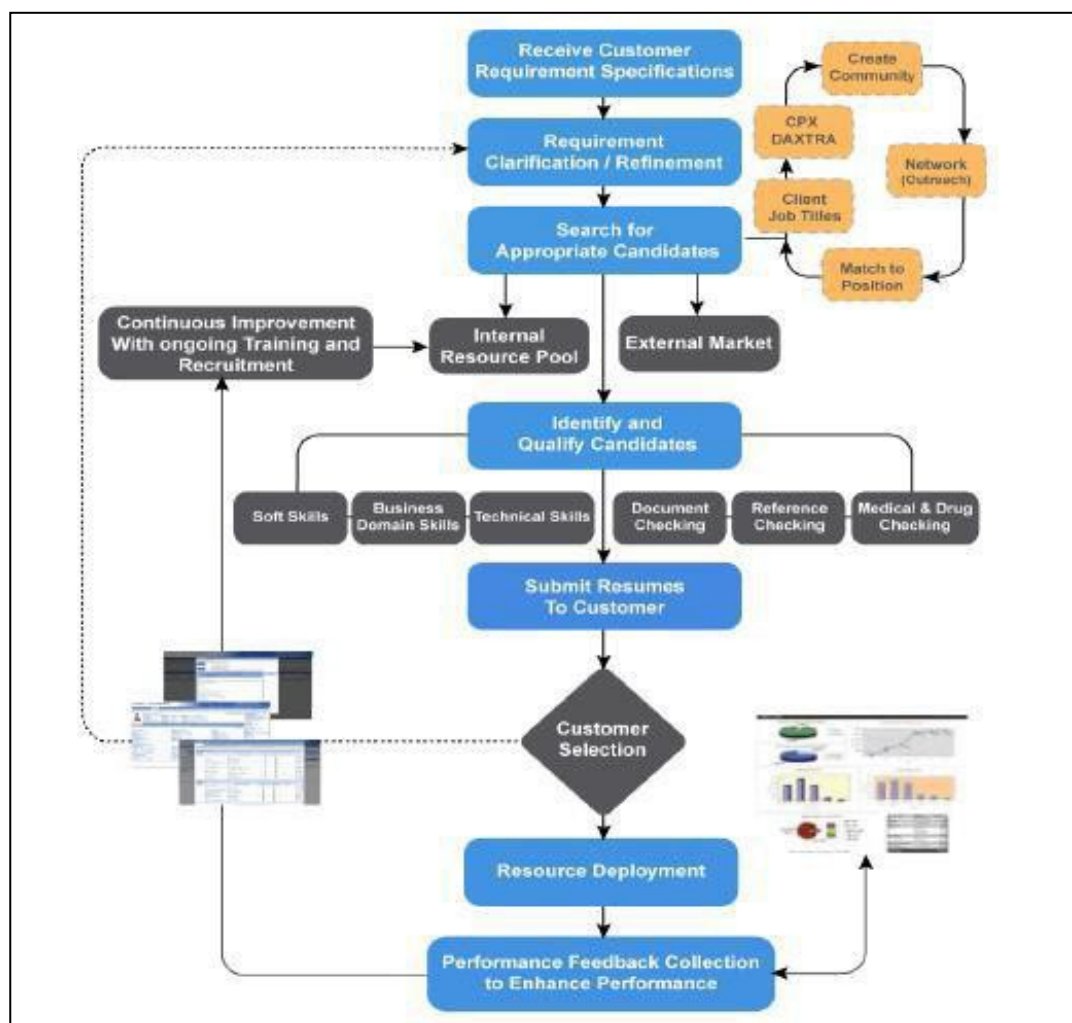
- Customer Analysis - We document & understand our client's business needs and determine the services that will make staffing process more efficient and effective.
- Sourcing - Our professional recruiters quickly identify the most qualified candidates using their industry knowledge and the extensive networks of our staffing firm.
- Screening - At LanceSoft, we get to know each candidate beyond just their resume. We find out the skills and qualities that will achieve the perfect fit for your position.
- Selection - To complete the hiring process, we ensure all forms, screening and certifications are verified before the employee starts.

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- Performance Monitoring - We continually monitor our performance and the performance of our employees to make sure you are continually satisfied with our service.

RECRUITING STRATEGY

We will employ a comprehensive, Pinellas County Department of Administrative Services - specific recruitment strategy that examines the state of the local market(s), allowing us to understand its dynamics, including demographics, labor conditions, unemployment rate, and statistical workforce projections. Based upon labor market conditions and the types of skills the Pinellas County Department of Administrative Services requires, we identify the highest-yield target groups from which to recruit and determine an appropriate strategy to attract talent from those areas. This includes selecting appropriate sources for talent, isolating the most effective tactics to penetrate these sources, and creating an overall market approach.



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PROPOSED MOBILIZATION PLAN/ IMPLEMENTATION STRATEGY

LanceSoft has clearly defined the tasks to work closely with the Pinellas County Department of Administrative Services and dedicate an Account Management Team (AMT) to provide undivided attention and care to Pinellas County Department of Administrative Services relationship. LanceSoft follows the below mentioned implementation plan for all its client engagement:

STEP 1: On contract sign-off, LanceSoft will immediately assign a dedicated Account Management Team (AMT) to identify the anticipated volume of requirements and to be able to respond to 100% of the entire Pinellas County Department of Administrative Services staffing requirements.

STEP 2: Within one (1) week of contract sign-off, LanceSoft will initiate a kick-off and a team introduction session between the client's program/hiring managers and point of contacts along with LanceSoft delivery team members. Program goals and initiatives will be discussed in detail to help better understand the Pinellas County Department of Administrative Services staffing services program and needs. LanceSoft's AMT will try to understand various elements, key drivers and success factors for this relationship. Some of the key Pinellas County Department of Administrative Services elements that would be studied include:

- H.R. policy regarding direct labor
- Travel policy for direct labor
- Region-wise Rate structure that has been agreed & signed off during the contract
- Concentration of requirements and type of requirements
- Typical hard to find skills for the client
- Typical Time taken for manager feedback
- Internal Benchmarks for hiring of Direct labor
- Accounting & Billing contacts
- Accounting & Billing policies
- Rules (Do's and Don'ts) for all aspects - H.R., Finance, Sales, Admin etc.
- Points of contact for various issues
- Escalation structure
 - Addresses Contact names and Phone numbers of regional offices and respective relevant managers
- List of client Holidays
- Service level agreements to be followed
 - Response time for acknowledgement, Response time for resumes and time to fill parameters decided mutually

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- Email ids, usernames, passwords and Website addresses for process requirements
 - Escalation procedure and contacts for various issues including H.R., Legal, Administrative, Accounting & Finance and Marketing
- General culture & work environment
- Dress code

STEP3: A document called the "Client Delivery Process Framework" is prepared which captures all details pertaining to the client.

STEP 4: The client dedicated National Account Manager will also initiate the mapping of all the client's on-boarding requirements. This will create the entire backbone of the client specific process in compliance with their needs. At a minimum, the onboarding requirements will include:

- The Pinellas County Department of Administrative Services related specific policies
- Relevant contractual terms & conditions
- Rules & Regulations - site specific & client specific
- General culture & work environment
- Dress code
 - The Pinellas County Department of Administrative Services employee - LanceSoft consultant issues
- Escalation procedures
- Work site familiarity (at most times a site visit on the day of start of the project is arranged).

STEP 5: LanceSoft firmly believes in the importance of training and orientation to its employees. Training activities at LanceSoft constitute a major human resources development effort and forms an integral part of the employee's career development plan. LanceSoft's training program encompass technology skills, soft skills, presentation & communication skills, line of business / domain skills and specific client-related orientation regarding client specific policies, culture, terms & conditions, rules & regulations and work site familiarity.

PROCESS FOR RECRUITING, SELECTING AND ASSIGNING STAFF

LanceSoft is dedicated towards providing quality candidates to its clients in line with their requirements. We pay close attention to the quality of candidates we select to meet the high standards we set for our customers. LanceSoft is known for its robust recruitment process that attracts the very best talent and offers an unconditional guarantee on all the work they provide to our customers. The below figure demonstrates our Screening Process.

Our Candidate Screening Ability: LanceSoft has developed a standard screening process that is followed for all its clients. However, if required, LanceSoft in the past has customized its screening process depending upon the specific requirements of the client. LanceSoft provides a customized screening

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process including a two-level quality review process (Two-step resume qualification) for all shortlisted candidates at both Lead Recruiter and National Account Manager-level to provide the best-fit candidates to our clients.

We follow a well-structured interview process as per Industry Best Practices, where the short-listed candidates are screened at an initial level followed by a detailed assessment of his/her skills by our technical team via a telephonic interview. After clearing these two levels, a final selection round is arranged between the candidate and the National Account Manager. Some of the methods that the recruiters use for evaluating the technical and logical ability of the candidates are as follows:

Written Tests: All candidates are required to take a written test to demonstrate their grasp on the basic knowledge required for a specified role. The test covers the fundamentals. LanceSoft also uses the same set of questions and methodology for all the candidates to be interviewed for a given position, which gives LanceSoft and the client a common objective performance baseline.

Aptitude/Logical Tests: LanceSoft has designed a series of logical and aptitude tests in order to gauge the individual personality traits. These tests enable LanceSoft to assess the aptitude and skills of the short-listed candidates. LanceSoft conducts standardized tests in terms of their reliability and validity in order to provide correct results.

Technical/Software Skills Test:

➤ **By using HackerRank Platform:** LanceSoft is using HackerRank, a platform designed to help to find the best engineering and software candidates using skills-based screening and interviewing tools. We will send these assessments to candidates or embed them on our careers page to build our pipeline through our internal tool CPX for our future use, and this platform automatically scores and ranks each one. It also offers a coding interview tool, allowing us to watch our candidates code in real time while we talking to the candidates.

➤ **By Using TOSA Digital:** We source our candidates based on the online real time assessments, a digital skills certification program. TOSA Digital helps us to test applicants with 20-25 interactive questions and exercises to evaluate things like programming skills and digital communication. Based on the client technology, the technology questions and coding will match the candidate's level, and we will get a detailed report of the candidate's skills, including how they measure up against the target profile. In this way, LanceSoft screens the quality candidates, and it will be sourced to Pinellas County Department of Administrative Services based on the requirements.

Face-To-Face Discussions: Lance Soft conducts a thorough screening process to evaluate the technical and logical know-how of the candidates comprising of a face-to-face/web/video conferencing interview depending on client requirements. All applicants are assessed for competence and personal attributes including inter- personnel skills and communication skills. Our recruiters stringently test the domain knowledge and experience of clients in order to shortlist best candidate for clients.

Non-Directive Interview Process: At times, we also follow a non-directive interview process - generally, a less formal process to assess the candidate's skills and personality attributes.

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Behavioural Interviews: We conduct behavioural and situational based interviews as well, to evaluate candidates on their past behaviour and experience and the candidate's judgment ability and knowledge that may be required for the job. In some cases, we also conduct group discussions to compare the soft skills of the short-listed candidates to make the best selection.

Background Checks: The client-dedicated onboarding team runs a sequence of procedures that help the candidates in fulfilling the formalities and paperwork at the client end. As a prerequisite prior to an offer made by LanceSoft for employment, LanceSoft's onboarding team conduct various checks that include but are not limited to:

- Complete background verification
- Previous employment checks
- Education verification
- Credit Reports
- Driver's Report/DMV Checks
- Social Security Trace/Validation
 - Reference checks - LanceSoft recruiters thoroughly check with at least 2-3 references of the candidates being short-listed to verify their credibility.
 - Drug Screening to test the candidates for the use of illicit/illegal drugs LanceSoft offers a 5 and 10 panel drug screening with additional panels available upon request to our customers
 - Work Permit Checks (Form I-9): To verify the active work permit status (Citizens, Green Card/EAD holders, H1B, etc.) of the candidates to ensure they are legally authorized to work in the US
- Work eligibility verification – Use E-Verify to ensure each candidate is eligible to work
- Criminal background checks.

RESOURCE AVAILABILITY TO SOURCE PASSIVE CANDIDATES

LanceSoft currently offers a large base of IT & Non-IT professionals to a variety of clients across various Industries. LanceSoft offers a unique mix of innovative and cost-effective portfolio of staffing services specifically designed to meet the client requirements. LanceSoft has profound experience in utilizing highly skilled and talented workforce that can provide quality deliverables with a quick turnaround. With the extensive expertise we possess and the experience we have attained over the years, we are able to contribute to the increased productivity and competitiveness with excellent results of our clients. This results in gaining customer satisfaction and repeat business.

We have an unmatched range of industry experience and contacts, LanceSoft has established itself as a pioneer in providing premium US IT & Non-IT contingent workforce services to diverse clients across various industries. With extensive expertise that we possess, we can contribute to the increased productivity and Competitiveness with excellent results for our clients.

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Over the years, through our proactive recruitment initiative and working on several IT & Non-IT requirements, LanceSoft has been able to intelligently build an extensive database of **15 million Qualified Profiles of Candidates** profiles. This pool consists of a comprehensive list Pre- Cleared Candidates in Several Categories but Not Just Limited to IT & Non-IT that have demonstrated working experience in diverse project environments and are highly qualified to best suit your requirements. This database further prepares us to provide prequalified candidates who are ready, willing and lawfully able to perform the services in the shortest possible timeframe.

Having a well-crafted recruitment process built on 22 years of profound global recruitment experience, gives LanceSoft the competitive edge in providing top class resources to its clients in the shortest possible turn-around times. A perfect blend of unique recruiting methods and technologies, coupled with advanced recruitment techniques, has enabled LanceSoft to grow as one of the most sophisticated Contingent Workforce (CW) Providers. Below are some of LanceSoft's unique approach & capabilities that will be valuable to our clients and distinguishes us from our competitors:

Unique differentiator:

- **Specialized Recruiting:** LanceSoft employs specialized recruiting teams that have extensive recruiting experience in specific domains/industries. Specific to Information Technology, LanceSoft has approx. 140 recruiters that are dedicated within this industry segment, supporting various clients. Our recruiters are seasoned with domain experience having either come from their IT/Non-IT client ecosystem and/ or partner/ supplier ecosystem. Over 80% of the 140 or so dedicated recruiters within this industry segment are seasoned and experienced, coupled with the fact that they also bring an ecosystem of known IT/Non-IT candidates they have successfully worked with from the IT & Non-IT industry, is an added benefit for our clients.
- **Specialized Recruiting:** In addition to our vertical industry domain recruiting model, we have also invested in building recruiting teams with specialized knowledge across a broad set of services including SAP, Data Analytics, Cyber Security, Emerging Technologies (eg AI/ ML/ Blockchain), JAVA Development (Fullstack, Node.js, React.js). We have recruiters that are aligned to the different service pillars, based on their requisite knowledge and experience. This "horizontal" knowledge combined with the "vertical" domain knowledge is a very powerful combination that enables us to consistently have a very high submission and closure rate with our clients and also helps weed out potential fake candidates, given the high degree of knowledge our recruiters possess
- **Pro-Active Recruiting:** To stay ahead of competition in our recruiting, we have moved to a pro-active recruiting model. LanceSoft has an internally developed intelligent database of consultants with over 15 million profiles, of which over 1 million candidate profiles would meet Client's requirements. These candidates are part of our dynamic database ecosystem and have already been pre-vetted, pre-qualified and through the use of AI/ ML techniques, allows us to source and submit qualified, experienced candidates very quickly.
- **Quality of Service:** Our internally developed technology platform, CPX, has the ability to backward integrate into our clients' VMS systems, e.g., SAP Fieldglass, Beeline, Coupa etc. This integration allows our Quality and Delivery teams to proactively monitor and track the Scorecard metrics assigned by our clients on **a daily basis**, to ensure that our clients KPIs and metrics are adhered

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to, so there are no “surprises” during scorecard reviews. We monitor and track a comprehensive set of metrics which are set by our clients, including Response Rate of Interviews, Submission to Hire ratio, rejects, quality of candidates submitted, Rate adherence etc.

- **Client Delivery Process Framework:** At the beginning of a new client relationship, LanceSoft's Account Management Team (AMT) spends considerable time with the Client Management team to map and understand the account. Based on the initial discussions, a "CLIENT DELIVERY PROCESS FRAMEWORK" document is prepared, which captures all the details pertaining to the client. Additional information relevant to each region is also added to this document and it is circulated to all LanceSoft-Client team members at all local locations servicing the client with all the special notes, structures and policies defined in this document. This ensures that all locations servicing the client adhere to all contractual obligations and business rules pertaining to each country we support of the client program.
- **Dedicated Mailbox:** Further, to ensure effective client communication, LanceSoft creates a dedicated mailbox for all its clients, which is monitored daily at a minimum of 18 hours a day to ensure immediate response and feedback. An internal SLA is also implemented to respond to all mails within 30 minutes of receipt from the client. This further ensures that any client related information is communicated effectively at all locations servicing the client.
- **Dedicated Account Management Team:** LanceSoft will assign a dedicated Account Management Team headed by a Global Key Account Manager and local country account managers, if required. The Account Managers we position, generally come from a strong delivery background specific to the industry segment we are serving, they will be the escalation point of contact for any issues raised by the Contingent Worker Program Office (CWPO). The Account Manager will ensure to solve any issues raised by the client in the shortest possible time frame.
- **24/7 Support:** LanceSoft has an extensive network of delivery centers that span across the United States and Globally. Additionally, we also have our offshore/nearshore sourcing facilities in India that can be utilized to accommodate any assignment requests from our clients after standard work hours, thus proving a 24/7 support to our clients
- **UPTECH Training** – Given the rapid pace of technology change and adoption, IT/Non-IT talent shortage is a major concern globally. In addition to our extensive database of top talent curated for close to 22 years and the extension of Crowd Sourcing, LanceSoft has made significant investments to further mitigate the opportunity/ skill gap by setting up a customized/ tailored training program, through our subsidiary, UPTECH (www.uptech.tech). This subsidiary provides the opportunity to Upskill/ Reskill technical talent for our clients and promote a diverse talent pool from the communities we support, encouraging more women into technology. This customized training model, that is specific to our client’s project needs, allows for a steady pool of tailored technical talent to be fast tracked into our clients enterprise environment, at cost effective rates and also enhancing the “loyalty” retention factor, that is an indirect result of giving these individuals the opportunity they deserve
- **Talent Community Builder:** The Talent Community Solution reaches into various social networks and identifies potential candidates to become part of our community. We have dedicated IT/Non-IT specialists that build/ maintain and manage each community. LanceSoft has a dedicated team of Talent Intelligence Specialists who focus on expanding the pool of IT/Non-IT professionals and

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categorize them based on Job Categories, Skill sets and Geographic locations. The talent intelligence specialists manage the community activities like sending Job orders, managing forums, IT/Non-IT industry updates and candidate enrollment, keeping the community engaged always. They also screen, vet and keep up to date the available IT/Non-IT talent pool along with their most up to date skills.

- **Crowd Sourcing:** LanceSoft has been working on a proprietary networking initiative, working on harnessing the power of the Crowd to source candidates. Currently LanceSoft's Crowd consists of over 2200 professionals including freelance recruiters, skill specific, domain specific industry SME's who are carefully curated and engaged to ensure we have access to passive and hidden talent that can be delivered in the shortest amount of time with high success of deliverability. Our Crowd RPO / Talent community / referrals are one of the topmost sources of candidate employment followed by our exhaustive internal database where profiles have been harvested for over 22 years, networking events and then job boards such as LinkedIn, Dice, CB, Indeed and Monster. Referral hiring through the power of Crowd Sourcing actually promotes a high degree of candidate loyalty and retention as a result

- **Community Discussions:** LanceSoft believes that one of the best ways to find untapped programming talent is to delve into open-source code repositories like those on Stack Overflow, GitHub, and Reddit. These sites host community discussions between programmers from all over the world, including both professionals and self-taught enthusiasts. Our Technical recruiters will engage with top talent on these sites to tap candidates. This creates a more authentic interaction and helps in finding the right candidate based on our client's requirements

- **Community Curators:** The CPX solution has the capability to build domain specific talent/skill/technology communities. This technology comprehensively sifts through the entire virtual database of working professionals globally; using strategic client specific job market requirements/projections as data points through predictive algorithms to map trends, jobs, locations, career objectives, preferences, to the right cluster of resumes/candidates. The CPX solution allows candidates to engage with these communities through our exclusive group of Community Curators to engage the job market for market intelligence, stay on top of trends, and harness the precise resources / skills required - all of this without going onto a single job board.

Tools & Technologies:

- **LanceSoft's Home-Grown Automated System (CPX):** We have developed a proven, state-of-the-art Cloud enabled workflow automation system which runs on a Microsoft .Net platform, which completes the entire lifecycle of staffing on the web including Requisition Management, Applicant Management, On-boarding, Off-boarding, drug and background checks, timesheet management, payroll, billing, Employee Engagement, etc. The objective of building this system is to increase the internal efficiencies, control costs and provide cost effective speed to market staffing services for our clientele. CPX is a proven platform, in existence for close to 22 years and can backward integrate with any of our client VMS systems like SAP Fieldglass, Beeline, Coupa etc.

CPX is designed at its core to eliminate the need for organizations to have multiple external systems. Client can track activities of their day-to-day operations through one, comprehensive

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application. This software is also user customizable and has various built-in workflows to enable the right controls in the right place.

➤ **Hacker Rank Platform:** LanceSoft is using HackerRank, a platform designed to help to find the best engineering and software candidates using skills-based screening and interviewing tools. It allows us to create custom or templated coding challenges across 6 computer science domains and in 35 programming languages. We will send these assessments to candidates or embed them on our careers page to build our pipeline through our internal CPX tool for our future use and this platform automatically scores and ranks each one. It also offers a coding interview tool, allowing us to watch our candidates code in real time while we talk to the candidates. By using HackerRank, we have created a database of over 10,000 profiles who have strong technical skills, segregated by location, skill set, domain and experience level.

➤ **TOSA Digital:** LanceSoft sources candidates based on the online real time assessments, a digital skills certification program. TOSA Digital helps us to test applicants with 20-25 interactive questions and exercises to evaluate things like programming skills and digital communication. Based on the client technology, the questions and coding will match the candidate's level, and we will get a detailed report of the candidate's skills, including how they measure up against the target profile. In this way, LanceSoft screens quality candidates and we can submit relevant profiles as per Client's requirements. LanceSoft believes and stands by the innovation and our investment in the new age of recruiting thru cutting edge technologies and data-driven approaches.

Our recruiters are trained not only to look at a candidate's technical ability, however, we also conduct behavioral and situational based interviews as well, to evaluate candidates on their past behavior and experience and the candidate's judgment ability and knowledge that may be required for the job. LanceSoft's screening techniques emphasizes scoring candidates on aptitude and soft skill areas, as defined in the KORU7 process such as their grit, ownership abilities, curiosity, polish, teamwork, rigor and impact.

LANCESOFT VALUE ADDS:

LanceSoft follows best-in-class business processes that add value to the client program, thereby setting a benchmark for all other organizations. By implementing these unique approaches in delivering our staffing solutions to our clients, LanceSoft is consistently recognized as a top performer across several client contingent worker programs.

- Our award-winning Artificial Intelligence based workflow and analytics platform, CPX.
- LanceSoft investment into self-training and vocational training schools in HUB zones.
- Our focus on engaging, re-training and deploying our heroes, the veterans.
- Focus on Diversity & Inclusion, hiring & deploying to exceed federally required minimum spends.
- Crowd sourcing
- Virtual Reality Recruiting using VR headsets at trade shows and recruiting drives.
- Branding thru social media for target audiences.

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- National hiring events around Major Metros.
- Mobile Recruitment.
- Match talent pipeline using machine Learning.
- Global staffing model support for clients with operations in multiple countries.
- Competitive Cost
- On-demand capabilities to scale up/ down
- Comprehensive qualitative and quantitative reporting
- Payroll and accounting interfaces that delivers accurate payroll and invoice reconciliation.

ROBUST CANDIDATE PIPELINE AND INDUSTRY RELATED NETWORKING

TALENT POOL: To stay ahead of competition in our recruiting, we have moved to a pro-active recruiting model instead of a reactive one (job boards-based recruiting). LanceSoft has been able to intelligently build an extensive database of **over 15 million qualified profiles of the candidates out of which 1 million candidate profiles that are relevant to Pinellas County department of administrative services requirements** are authorized to work in USA. This vast database has individuals who have worked with us or have been qualified by us in the past. This pool also comprises of a large base of precleared candidates that have demonstrated working experience in a diverse project environment and are highly qualified to best suit the requirements of Pinellas County department of administrative services. We have **SPECIALIZED RECRUITING TEAMS FOR OUR CLIENTS** that have the combined creative, technical, business and domain experience in the domain and hence are highly capable of screening the best-fit candidates for any **GENERIC/HARD TO FIND SKILLSET-SPECIFIC** positions.

SOCIAL NETWORKS: According to CareerBuilder, 54% of candidates are using social media to apply and to research a company's brand, culture, and reputation. Accordingly, LanceSoft continues to develop innovative social media strategies to stay aligned with the ever-changing marketplace. New tools, services, and applications are revolutionizing the way we can market your jobs. Our inbound marketing strategy leverages our social media, search engine optimization, content marketing, and social listening efforts in a unified approach, increasing the effectiveness of each.

For example, our new Facebook job search application allows candidates to search our IT/Non-IT openings directly through Facebook on any device, receive job alerts, and share details across any of their social networks. We have Twitter and Google+ feeds to send optimized job opening details targeting job-search oriented queries and new Twitter initiatives allowing us to target follow users openly inquiring about specific position types or availabilities. To complement this strategy, we are improving the search visibility of our local offices through optimized Google Local pages.

Further, as part of our agreement with CareerBuilder, we have access to their mobile-friendly product called Talent Network. This is a LanceSoft branded microsite that is built to house all our jobs. It allows for search engine optimization and is a great tool to allow us to network with passive candidates. Once passive candidates join our Talent Network they are continually notified when one of our postings matches their profile. This has been very beneficial in keeping us in contact with high performing talent that are not actively on the market.

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EXTENSIVE CONTRACTOR NETWORK

Over the years, through our proactive recruitment initiative and working on several IT/NON-IT requirements, LanceSoft has been able to intelligently build an extensive database of **15 million Qualified Profiles Of Candidates Profiles Out Of Which 1 Million Profiles Match The Requirements Of Pinellas County Department Of Administrative Services**. There Are **Addition Of 25,000 Resumes Each Month** and our dedicated sourcing team keeps reviving the old resumes monthly. This pool consists of a comprehensive list of pre-cleared candidates in several categories but not just limited to IT, Non-IT, General, Healthcare, HR. These profiles have demonstrated working experience in diverse project environments and are highly qualified to best suit Pinellas County Department Of administrative Services requirements. This database further prepares us to provide prequalified candidates who are ready, willing, and lawfully able to perform the services in the shortest possible timeframe.

Effective Networking: Joining professional organizations related to the client industry or niche for a wealth of networking potentials.

Headhunting: Engage with hundreds of passive candidates every week on a headhunting model to further augment the latent resource base for the customer account.

Employee Referral: Tapping our employee networks and spread word-of-mouth information about the position availability, or eventual availability, to each employee so they can constantly look for superior candidates in their networks of friends and associates. LanceSoft follows best-in-class business processes that add value to the client program, thereby setting a benchmark for all other organizations. By implementing these unique approaches in delivering our staffing solutions to our clients, LanceSoft is being recognized consistently as a top performer across several client CW program.

TalentLyft: We use TalentLyft which is a powerful candidate sourcing and recruitment solution which scans millions of online profiles to retrieve passive and active candidate details including email addresses, resumes and more. The profiles that we choose are automatically added to your candidate database. LanceSoft also uses **GitHub** and **Stack overflow** for Professionals. These Platforms always provides the best candidates and allows us to post listings, search candidates, add our company page to showcase our brand, and many more. The Candidate Search feature which gives us the opportunity to access GitHub Stack Overflow community who voluntarily opted in to be contacted by employers.

The reason we opted for Stack Overflow in our recruitment process is because it's an amazing source of information about the candidate which is open to the public. We can browse users and look at their activity. This allows you to not only identify new candidates, but also get an idea of the level of expertise of candidates. Apart from the above tools we are a member of **TechServe Alliance**, a collaboration of IT/NON-IT staffing firms, clients, consultants and suppliers dedicated to advancing excellence and ethics within the staffing industry.

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<u>BREADTH AND DEPTH OF THE FIRM'S SOURCING NETWORK AND RELATIONSHIP BRANDING.</u>

Our recruiting methods fall into several categories, as outlined in the following:

CAREERS WEBSITE: LanceSoft careers website is a central aspect of managing the recruiting processes. Our goal is to attract potential candidates to our company, build long-term relationships, assess candidate fit for open profiles, and finally capture and process candidate information in a structured way.

With careers Website best practices in place, we achieve a competitive edge in recruiting the most-qualified candidates quickly and gain financial benefits from direct and opportunity cost reductions. These practices automate recruiting activities that have a direct impact on the cost, reach, and breadth of candidate sourcing and processing. High quality and fit of hires translate into higher productivity and better work satisfaction, consequently producing higher retention rates.

The following are the **best practices** for careers websites which increases our odds of recruiting the most-qualified candidates and reduces direct as well as opportunity costs.

- **Applicants' anonymity.** Because many potential candidates will be employed while they search our career website for openings, privacy and confidentiality are important. We ensure that the database management, workflow rules, and recruiting processes are aligned to protect the candidates' anonymity.
- **Tailor online applications.** We are using prescreening tools which will quickly separate qualified from unqualified candidates based on answers to questionnaires.
- **Keep track of candidate information.** The candidates will create and maintain a personal profile on our careers website and attach job positions to their profile. The profile is then saved in our company's candidate database and accessed through an appropriate password. Our recruiters will view structured data about a candidate, including access to job-specific screening questions to easily assess fit. By tracking candidate information by job, we gather the necessary data for compliance reporting as well.
- **Job seekers and employees post our open positions on Facebook.** We allow our job seekers to post jobs on their Facebook page, we can increase the exposure of our open positions—and reach a larger pool of candidates at lower sourcing costs. In addition, we believe that the employees are one of our best sources for referrals. We encourage them to post open positions on their Facebook page and refer their friends.
- **Enable job searches.** A job search engine is a core component of our career's website. It helps job seekers find job openings that meet their requirements quickly and efficiently. We make sure that current job openings are in the searchable database also reduces the administrative burden of maintaining a manual list. The three best search criteria are Job Search by Job Category, Job Search by Location, and Job Search by Keyword.

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JOB BOARD PROCESSES. Our Recruiters have access to numerous external, national, and vertical job boards and use them only to supplement our customized recruitment mediums. This is unlike other firms who generally rely on subscription databases. A sampling of websites that we utilize regularly includes:

- Dice
- Monster
- CareerBuilder
- Twitter
- LinkedIn Enterprise
- GitHub
- Stack Overflow
- Technology communities

TALENT POOL. To stay ahead of competition in our recruiting, we have moved to a pro-active recruiting model instead of a reactive one (job boards-based recruiting). LanceSoft has been able to intelligently build an extensive database of over 15 million qualified profiles of the candidates out of which 1 million candidate profiles that are relevant to Pinellas County Department of Administrative Services requirements are authorized to work in USA. This vast database has individuals who have worked with us or have been qualified by us in the past. This pool also comprises of a large base of precleared candidates that have demonstrated working experience in a diverse project environment and are highly qualified to best suit the requirements of Pinellas County Department of Administrative Services. We have **SPECIALIZED RECRUITING TEAMS FOR OUR CLIENTS** that have the combined creative, technical, business and domain experience in the domain and hence are highly capable of screening the best-fit candidates for any Typical roles where Services are engaged include management positions as well as technical professional and non-technical professional positions.

SOCIAL NETWORKS: According to CareerBuilder, 54% of candidates are using social media to apply and to research a company's brand, culture, and reputation. Accordingly, LanceSoft continues to develop innovative social media strategies in order to stay aligned with the ever-changing marketplace. New tools, services, and applications are revolutionizing the way we are able to market your jobs. Our inbound marketing strategy leverages our social media, search engine optimization, content marketing, and social listening efforts in a unified approach, increasing the effectiveness of each.

For example, our new Facebook job search application allows candidates to search our openings directly through Facebook on any device, receive job alerts, and share details across any of their social networks. We have Twitter and Google+ feeds to send optimized job opening details targeting job- search oriented queries and new Twitter initiatives allowing us to target follow users openly inquiring about specific position types or availabilities. To complement this strategy, we are improving the search visibility of our local offices through optimized Google Local pages.

Further, as part of our agreement with CareerBuilder, we have access to their mobile-friendly product called Talent Network. This is a LanceSoft branded microsite that is built to house all of our jobs. It allows for search engine optimization and is a great tool to allow us to network with passive candidates. Once passive candidates join our Talent Network they are continually notified when one of our postings matches their profile. This has been very beneficial in keeping us in contact with high performing talent that are not actively on the market.

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LOCAL RECRUITING MEDIUMS: As a highly visible local employer we are able to significantly augment our recruitment efforts through partnerships with the following local organizations:

- Colleges, universities, and technical schools
- Community and networking events
- Job fairs and trade shows
- Community and professional organizations
- Volunteer organizations (e.g., Year Up)

PATENT RECRUITMENT TECHNOLOGY (CPX) - TALENT COMMUNITY BUILDING:

LanceSoft constantly strives and invests in improving to be the best and stay ahead in this highly competitive process of direct hire staffing services identification. We pride ourselves on our approach such as proactive pipelining, 24/7 sourcing and recruiting; one of our key differentiators is our in house patented CPX technology. CPX empowers our Delivery/Recruitment team to identify passive candidates and build talent communities around them.

We have dedicated specialist that manage each community and build, manage, and maintain these communities. The Innovation Initiative's objective is to keep up with Disruptive Innovations in the recruiting landscape and stay ahead of all our competitors. The direct hire staffing services reaches into various social networks and identifies potential candidates to become part of our community.

Our AI configured in-house patented CPX technology will make hiring process more efficient and simpler. It matches right candidates for the right job, automates candidate sourcing, gives insight into our hiring process, improves quality of hire and streamlines the administrative tasks.

This technology provided the organization with online staff procurement, credentials capture, labor time tracking, and quality management.

These system automated functions help streamline the staffing process:

- Online job procurement from any location with a secure Internet connection, generating job requests only to contracted agencies
- Availability of contract terms and rates and individual staff information, allied, and nonclinical staff
- Invoice and contract employee time tracking, including holiday and overtime pay
- Direct interface with contemporary accounts payable systems

It gives our clients the ability to manage invoices and payments. Additionally, this system assures high levels of compliance with contract terms.

EFFECTIVE NETWORKING: Joining professional organizations related to the client industry or niche for a wealth of networking potentials.

HEADHUNTING: Engage with hundreds of passive candidates every week on a headhunting model to further augment the latent resource base for the customer account.

EMPLOYEE REFERRAL: Tapping our employee networks and spread word-of mouth information about the position availability, or eventual availability, to each employee so they can constantly look for superior candidates in their networks of friends and associates.

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PROACTIVE RECRUITMENT: Over the years, through our proactive recruitment initiative and working on several IT/Non-IT requirements LanceSoft has been able to intelligently build an extensive database of over 15 million qualified profiles of the candidates out of which 1 million candidate profiles that are relevant to Pinellas County Department of Administrative Services requirements are authorized to work in US without any sponsorship. This vast database has individuals who have worked with us or have been qualified by us in the past. This pool also comprises of a large base of pre-cleared candidates that have demonstrated working experience in a diverse project environment and are highly qualified to best suit the requirements of Pinellas County Department of Administrative Services

CROWD SOURING: LanceSoft has been working on a proprietary networking initiative, working on harnessing the power of the Crowd to source candidates. Currently LanceSoft's Crowd consists of over 2200 professionals including free-lance recruiters, skill specific, domain specific industry SME's who are carefully curated and engaged to ensure we have access to passive and hidden talent that can be delivered in the shortest amount of time with high success of deliverability. Our Crowd / Talent community / referrals are one of the topmost sources of candidate employment followed by our exhaustive internal database where profiles have been harvested for over 22 years, networking events and then job boards such as LinkedIn, Dice, CB, Indeed and Monster.

LanceSoft follows best-in-class business processes that add value to the client program, thereby setting a benchmark for all other organizations. By implementing these unique approaches in delivering our staffing solutions to our clients, LanceSoft is being recognized consistently as a top performer across several client CW program.

COMMUNITY CURATORS: The CPX solution has the capability to build domain specific talent/skill/technology Communities. It is the technology that slices and dices through the entire virtual database of working professionals in the USA and offshore; using strategic client specific job market requirements/projections as data points through predictive algorithms to map trends, jobs, locations, career objectives, preferences, to the right cluster of resumes/candidates. The CPX solution allows Community curators to engage with these communities through our exclusive group of Community Curators to engage the job market for market intelligence, stay on top of trends, and harness the precise resources / skills required - all of this without going onto a single job board.

EVERGREEN HARVESTING: LanceSoft have the ability to identify recurring requirements from our clients and set up evergreen harvesters, which work 24 X7 searching for new profiles that match the set criteria and download/ update our sourcing team whenever a matching profile is found.

TalentLyft: We use TalentLyft which is a powerful candidate sourcing and recruitment solution which scans millions of online profiles to retrieve passive and active candidate details including email addresses, resumes and more. The profiles that we choose are automatically added to your candidate database.

LanceSoft also uses **GitHub** and **Stack overflow** for Professionals. These Platforms always provides the best candidates and allows us to post listings, search candidates, add our company page to showcase our brand, and many more. The Candidate Search feature which gives us the opportunity to access GitHub Stack Overflow community who voluntarily opted in to be contacted by employers.

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Apart from the above tools we are a member of **TechServe Alliance**, a collaboration of Typical roles where Services are engaged include management positions as well as technical professional and non- technical professional positions staffing firms, clients, consultants, and suppliers dedicated to advancing excellence and ethics within the IT/Non-IT staffing industry.

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EXHIBIT B - INSURANCE REQUIREMENTS**1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

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

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain, and require any sub-Vendors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

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- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor.
 - 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - 3) Provide that County will be an additional indemnified party of the subcontract.
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability.
 - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below.
 - 6) Assign all warranties directly to the County; and
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

AGREEMENT

- 1) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

- 2) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance:** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- 3) **Property Insurance:** Proposer will be responsible for all damage to its own property, equipment and/or materials.

RFP #22-0193-P(LN)
RFP Title: Direct Hire Staffing Services

AGREEMENT**EXHIBIT C - PAYMENT SCHEDULE**

Proposal Title: Direct Hire Staffing Services

Proposal No. 22-193-P(LN)

Commission (based on candidates first year of salary)	10	%
Other Fees	None	

Commission is an all-inclusive rate for sourcing, recruiting, travel, and related services Payable only in the event the candidate is hired.

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

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EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

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

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

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.