

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 22nd Century Technologies, Inc., McLean, VA (“Contractor”), (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0591-P (“RFP”) for Local and National – Temporary 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 herein, 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.

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.

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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, and the insurance coverage(s) required, 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

- A. **Initial Term** - The term of this Agreement shall commence on April 2, 2023 and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The Parties may extend the term of this Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

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.

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- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$2,000,000.00, with an annual expenditure of \$400,000.00 per year, 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.
- 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 their subcontractor(s) 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) they 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 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 for 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

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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 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.
3. **Termination for Cause by the 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

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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.

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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

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.

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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

Contractor 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, Contractor 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, Contractor 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 Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- 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 Contractor 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.
- 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

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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 Resources 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 22nd Century Technologies, 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.

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.

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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:

Attn: Ms. Anne Marie Eaton, Administrator

Suite 208, 6415 Lake Worth Road

8251 Greensboro Drive, Suite 900

McLean, VA 22102Melbourne, FL 32940

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.
- 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.

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24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reporting 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.

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,

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the Nonperforming Party is excused from the performance and thereby prevented 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. Order of Precedence

All Exhibits referenced and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed.

- A. Pinellas County Agreement which includes Exhibits B,C,D, and E
- B. Request for Proposal – Section E – Scope of Work
- C. Exhibit A Statement of Work

33. 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)

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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**

By: _____	By: 22nd Century Technologies, Inc.
Signature _____	Signature <u>Isha Sharma</u>
_____	Isha Sharma
Print Name _____	Print Name _____
_____	Contracts
Title _____	Manager _____
_____	Title _____
Date _____	02/17/2023
	Date _____

APPROVED AS TO FORM

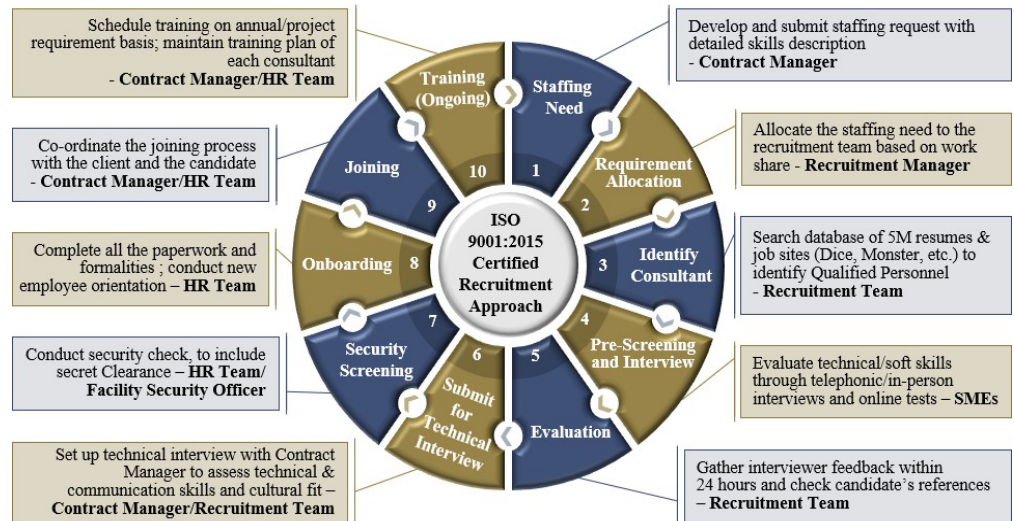
By: Keiah Townsend
Office of the County Attorney

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EXHIBIT A - STATEMENT OF WORK

With 25-years into the staffing industry, 22nd Century Technologies, Inc. (TSCTI) has invested significantly in developing tools, techniques, methodologies and industry alliances enabling its staffing specialists to locate and place top talents and pull them directly into its proprietary applicant tracking system called, JobDiva. JobDiva's candidate database is TSCTI's foremost candidate source for all new job openings and contains active as well as passive pre-screened applicant pools. JobDiva's search capabilities match the right people to the right jobs, rapidly and reliably. To ensure that the qualified temporary employees are available as per our client's requirements, TSCTI will implement its proven and methodology, processes and tools practiced for over decades, to provide the right staff with required skills.

Proactive Approach: We work proactively on constructing our database which matches our client needs before the contract is awarded to TSCTI. TSCTI maintains a huge database of pre-vetted candidates. The national database is constantly updated and currently, has 5.1M resumes, out of which 600,000+ are the local candidates in the State of FL. When working proactively, the recruiters spent more time on scrupulously vetting the candidates, instead of spending more time searching for the candidates, when a requirement is received. Consequently, funneling candidates matching the Scope of Work.



Understanding the Client: After securing a contract, TSCTI identifies team and defines responsibilities for each member for a contract. The very first step in this process is the Account Manager who drafts a report about the understanding of the client. This report provides input to the Recruitment Manager about the nature of work. It also details out client's future needs and explains about the location parameters.

Building the Network: Based on the input received from the Account Manager, the recruiting team starts to identify the resources internally and externally to build a database for the client. This work includes making calls to candidates introducing our new client and establishing a relationship with them. The following figure demonstrate our **Work plan** that we will perform to provide the services.

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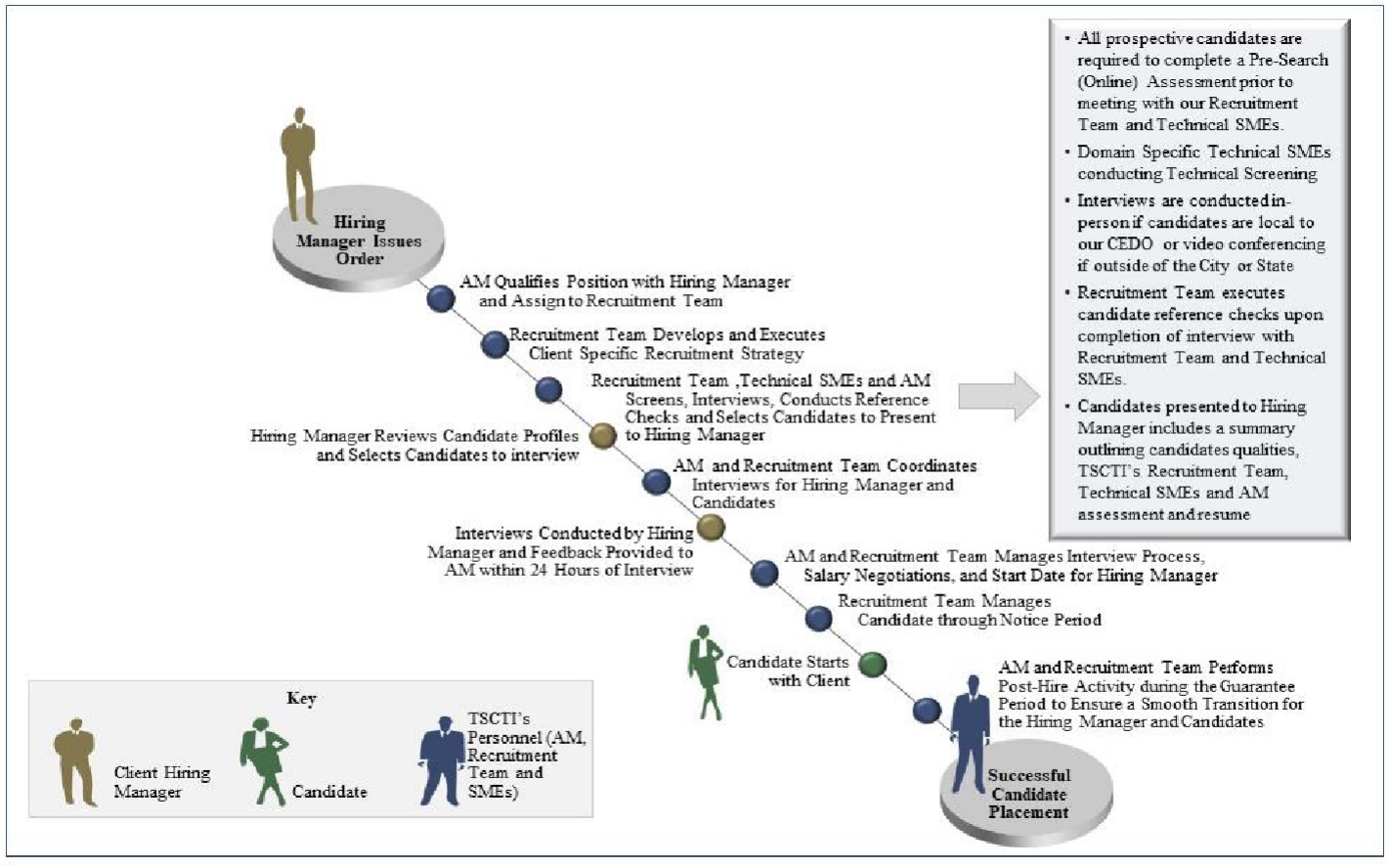
TSCTI employs various measures to recruit qualified consultants. We employ an industry-superior recruiting force of nearly 270+ Professional Recruiters nationally that search for technically qualified candidates in multiple ways, including the internet, local and national advertising, consultant referral and current TSCTI contractors who are completing their assignments. TSCTI also utilize the network of referral relationships it has built within the industry and searches among other qualified consultants who have completed their assignments. A key factor in this process is that County's Hiring Manager will have the full access of the activities of our Recruitment team through our CEDO throughout the process- a great flow of information develops as the Recruitment team work on behalf of Hiring Manager in finding the right person. We make Hiring managers' job easier, the Recruitment team is responsible for scheduling interviews, getting follow-up, and dealing with any question along the way. The Account Manager continues to be involved- make sure process moves along smoothly and is always ready to step in and assist in anyway necessary.

The TSCTI's process uses many common steps along the way. That include:

- Requirement Qualification call or meeting with County's Hiring Manager to review/confirm job requirements, skills, number of personnel require, work environment, culture and other information.
- Candidate Sourcing and Initial candidate selection.
- Initial screening Interview (by phone).
- Technical Screening (Through Face-to-Face or web-based channels by Technical SMEs).
- Detailed face to face or Video Interview (By Account Manager and Recruitment Manager)
- Reference Checks (Minimum Three).
- Presentation of Top-3 shortlisted candidates to County.
- Candidate Interview and selection by County.
- Background Checks.
- Drug Test.
- Candidate Onboarding (Through centralized HRMS).
- Candidate Job related Orientation.
- Candidate starts and regular follow-up by assigned Account Manager from local branch.

We understand whenever County identifies the need to acquire Temporary Staff under a category referenced within the Agreement, an authorized County's representative will complete the Task Order/Work Order Form. This form will detail the specific position requirements that includes following but not limited to "Classification level/Working Title; Summary of specific duties; required and/or desired skills; experience; certifications & licenses needed; Assignment start date; Estimated assignment end date; Daily work schedule hours; and County's Department Manager point of contact and may include additional information based upon the needs of the County. Upon completion, the Task Order Form will be shared with TSCTI through either email, fax, or calls. And, in responding to a Task Order request, TSCTI will provide the resumes of qualified consultants for the consideration of County. Upon request of the County, we will provide upon request, in writing, the full name, social security number, recent performance appraisal, and clear FL State Police Criminal Record Check of potential candidates for each assignment. Below in image page we have depicted our standard Recruitment Process.

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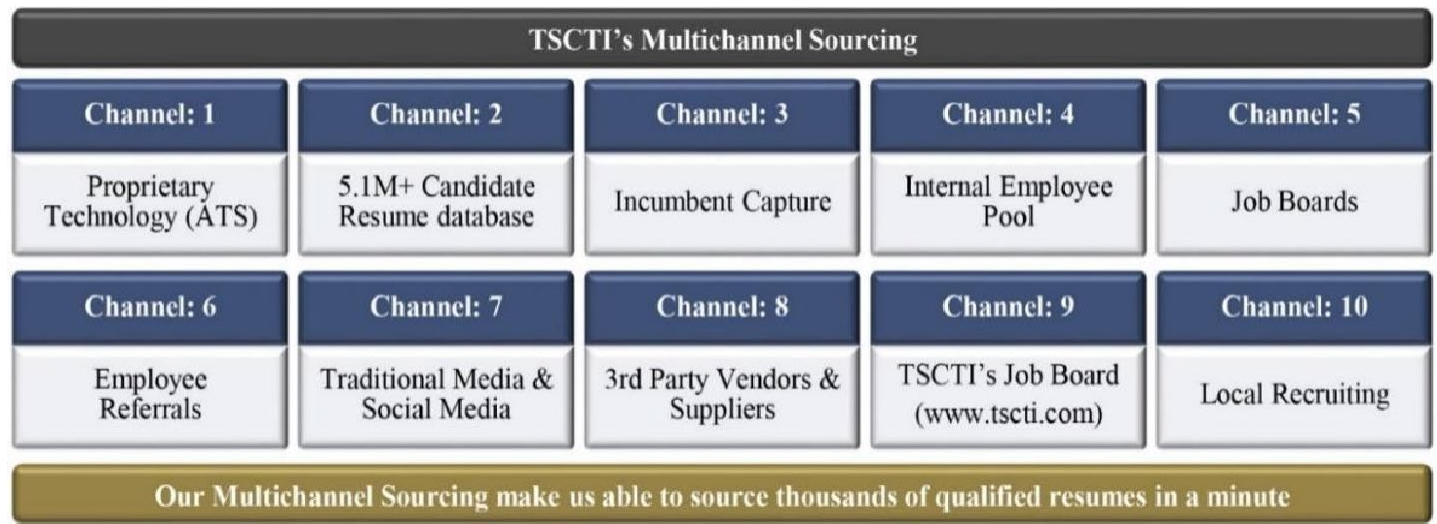
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Contract Initiation: CEDO will begin the contract with a kickoff session with County to introduce team members and set the stage for our partnership. During this meeting, we will discuss County’s objectives for the program to determine the services required to best meet the objectives. Also, we determine the nature and scope of the work, lines of authority, and issue escalation procedures. As our management approach is proactive, we conduct needs assessments to assess the business environment to ensure that all necessary controls are incorporated into the scope. TSCTI analyzes the business needs/ requirements in measurable goals; reviews the current operations; and analyzes the costs and benefits, which includes creating a detail overall budget.



Multichannel Sourcing Strategy:

We will employ a comprehensive, County’s specific sourcing strategy. From our past experience serving various SLED agencies in State of FL, our sourcing team has already examined the State of FL local market(s), that allow 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 County’s 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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- Proprietary Technology - Locating Qualified Candidates through Automation:** Along with our vast recruitment networks and streamlined methodology, one of our most compelling mechanisms for staffing positions is our prescreened resume database of Temporary Employees inclusive of 600,000+ pre-qualified candidates local to FL, and consultants who we have deployed on other client engagements. Our proprietary technology compares thousands of resumes in accordance with specified job attributes – all in a

Our proprietary technology scans thousands of resumes in seconds for the required knowledge, skills, and abilities for the vacant position

matter of seconds. This functionality allows us to contact candidates simultaneously through calls, emails, and texts to gauge interest in the County's open positions.

- Internal Resume Database:** We leverage a proprietary talent database of more than 5.1M+ qualified staff for various categories of Information Technology. Our Applicant Tracking and Talent Management System (TMS) are structured to allow for the vertical sourcing of talent appealing to our target markets and may be queried based on any number of criteria, including skill set, experience, certifications and location. This allows for on-demand recruitment tailored to the unique needs of the County (e.g., experience, technical certifications, etc.).

Sr. No	Position Categories	Database in US	Database in FL
1	Professionals,	35000+	2000+
2	Technicians	32000+	2500+
3	Administrative Support	31000+	2200+
4	Skilled Craft Workers	38000+	2700+
5	Service And Maintenance Workers	42000+	2800+

Resume Database in US and FL

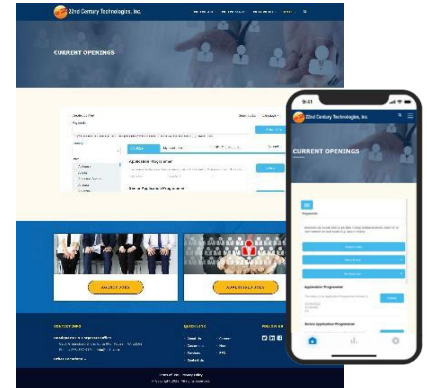
- Incumbent Capture:** We have the approach and process at place to capture the incumbents. Upon award we will request the County to share the list of people that the County wants to retain, our recruitment team will contact that personnel and offer them the best in industry rates, benefits and perks. We also have proactive approach to capture the incumbents. We already have source each profile that is currently working with County and their information is saved in our Talent Management System. Upon Award we will contact each of the candidate and share the current status of contract and hire them on our payroll and will also retain the most talented personnel that can add value in all technical initiatives of County.
- Online Job Boards:** 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 major websites that we utilize regularly includes: Dice, Monster, CareerBuilder, Indeed, ZipRecruiter, Twitter, LinkedIn, Facebook etc. every job that we have got posted on 69 online websites.
- Internal Employee Pool:** We have employee pool of over 10,000 employees out of it over 1500+ temporary employees are actively working in State of FL on various technical and functional roles. Each month there are many projects that got successfully completed so these resources are available to support the objective of County immediately. Below in table we have provided the tile and number of active employees for each category.

Sr. No	Position Categories	Employees Placed in US	Employees in FL
1	Professionals,	987+	28+
2	Technicians	352+	30+
3	Administrative Support	268+	22+
4	Skilled Craft Workers	154+	35+
5	Service And Maintenance Workers	140+	30+

Active Employee Pool in US and FL

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- **Employee Referrals:** There are currently over 10,000+ contract employees working throughout the US and out of it there are 1500+ employees working and serving various SLED agencies, citizens and communities in state of FL. We have designed Employee referral programs and we pay our employees (\$5000.00) on each successful referral. Candidate referrals from our talent, our clients, and other divisions that make up TSCTI's most successful means of sourcing the quality candidates.
- **TSCTI's Job Board (tscti.com):** We maintain a proprietary job board (tscti.com) that drives talent to our organization. We are focused on continually enhancing our dynamic website to attract web traffic. We currently receive over 510,000 hits per month to our website. This means that when a position is given to TSCTI, we are utilizing our extensive web strength to ensure that each position is visible to the market. tscti.com is our 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. This is a web-based tool and also have mobile applications (Android, iOS), that give the flexibility to Applicants to access and apply for the jobs 24X7 from any Internet connection or Mobile Phone.
- **Traditional Media:** We also do a significant amount of media advertising on radio, newspapers and jobs directories. As an added advantage to the County, we are able to provide micro campaigns for specific staffing engagements. We are able to research the predictive trends of desired candidates so that we can run highly customized and targeted advertisement campaigns to attract new talent. These ads are published and distributed at every door- every day.
- **Social & Web Media:** According to recent research conducted by "American Staffing Association" (ASA), 54% of candidates are using social media to apply and to research a company's brand, culture, and reputation. Accordingly, TSCTI 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.
- **3rd Party Vendors:** We also have enrolled over 800+ staffing companies in our Vendor Pool, whenever there is an opening posted on ATS and our recruiters select the option share with 3rd Party" upon one click that opening got shared with all 800+ vendors and they provide best candidates available in their employee pool or Bench.
- **Local Recruiting Mediums:** TSCTI's local presence in State of FL and the surrounding region is an important component of our sourcing initiatives. 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, Open houses, Job fairs and trade shows, State employment services, Community and professional organizations, Volunteer organizations.



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• **Candidate Pipeline:** A true TSCTI’s differentiator is our database of talent and current employees. TSCTI’s maintains a database of **5.1M qualified** and fingerprinted candidates throughout the US and out of it there are **600,000+** candidates are local to FL. TSCTI maintains the employment of active 10,000+ contract staff and the TSCTI’s FL branch office manages an additional 1500+ active Temporary employees in FL. We can utilize our TSCTI’s Broadcast Network (TBN) to quickly dial or text applicants to fill urgent requests to ensure quality candidates within a day notice, TSCTI utilizes a **“Candidate Pipelining Process”** that ensure the right candidates are consistently being sourced, interviewed and kept on our virtual bench.

TSCTI’s Candidate Pipelining			
Sourcing	Candidate Profile	Candidate Interview	Candidate Communication
<ul style="list-style-type: none"> Identify key skill-set, competencies, and experience needed to fill pipeline 	<ul style="list-style-type: none"> Contact information Skills Education Past Employers 	<ul style="list-style-type: none"> Interest Experience Work History 	<ul style="list-style-type: none"> Email blasts about upcoming opportunity Regular “touchbase” emails and calls
TSCTI’s Applicant Tracking System (JobDiva)			
<ul style="list-style-type: none"> Auto postings to major job boards. Boolean searching powered by spidering technology Industry and Publication Searches 	<ul style="list-style-type: none"> Contract record created. 	<ul style="list-style-type: none"> Customized interview templates based on Job, competencies and skill set. 	<ul style="list-style-type: none"> Candidate tear sheets Recorded tasks Follow-up notes and next step action item.

This process is powered by TSCTI’s robust applicant tracking system that enables our Recruiters, within a few key strokes, to post to job boards, search multiple locations on the web, proactively recruit passive candidates, customize interviews and capture candidate information, and schedule follow-up conversations with candidates to ensure they remain engaged and up-to-date on the most recent opportunities.

Candidate Screening: Making the match Making the match is what we do and TSCTI aims for a superior match each and every time we place talent on assignment. We will work closely with the County to gain an in-depth understanding of your technical personnel requirements. Rather than simply collect a “laundry list” of requirements and skills, Service Delivery Team on TSCTI 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. Finding a candidate who has the appropriate technical skills and experience and is good cultural fit can be time consuming and challenging. TSCTI has experience in finding these candidates for our clients. TSCTI’s recruiting and Technical screening, and placement process are focused on ensuring that our consultants have the **technical skills, qualifications, experience, organizational skills and they pass behavioral, psychometric and aptitude test**, that our clients need. We use Four phases of Screening process that includes

- Resume evaluation & Initial Screening (by phone),
- Online assessment through web-based systems (SHL, Prove It, e-Skill),
- Technical screening by Technical SMEs
- Detailed face-to-face and video interview with Account Manager and Recruitment Manager.

Our Screening process incorporate a client specific “Pre-qualifying” skill sent questionnaire. This questionnaire is used exclusively for qualifying candidates and is designed to ask specific questions relevant to job and project requirements. It has proven to be very valuable in assisting our recruitment team in matching the candidates with requirements. TSCTI also integrates performance, behavioral and technical questions throughout the screening process in order to obtain a viable assessment of the technical, cultural, and environmental fit.

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Phases of Candidate Screening			
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Phase 1: Resume Review and Initial Screening (Conducted by Technical Recruiters)	Phase 2: Online Test (SHL, Prove It and e-Skills partnership)	Phase 3: Technical Screening (Conducted by Technical SMEs)	Phase 4: Face to Face and Video interview (Conducted by AM and RM)
<ul style="list-style-type: none"> Technical Recruiters source the resumes from various channels. Evaluate the resumes based on the information given in candidate resumes Technical Recruiters Call the candidates to communicate the job in detail and validate the candidates information Technical Recruiters share the complete job information with candidates and candidates share all updated information with Recruiters through email Candidates shortlisted at phase 1 move to phase 2 	<ul style="list-style-type: none"> Recruiters share the (Aptitude, Behavioral, Psychometric and Technical) online test with the candidates Candidates give the test Test results are shared with Clients, AM, RM and Technical SME and Candidates Candidates passing the online test move to Phase 3 	<ul style="list-style-type: none"> Technical SME given real time scenarios to candidates to solve Technical SME conduct Experience, Case and Problem solving tests Candidates qualifying from technical assessment are moved to Phase 4 	<ul style="list-style-type: none"> Face to face interview with Account Manager and Recruitment Manager A detailed assessment of communication skills, Interpersonal skills, team work spirit, Adaptability and work ethics Candidates qualifying at Phase 4 are presented to the Client Hiring Manager
TSCTI presents Top 3 candidates to the Hiring Manager			

TSCTI implements a robust screening and selection process of personnel before assigning them to any County's project or position and this process starts from resume qualification. TSCTI utilizes its candidate screening method to identify the background, education, skills levels, and experience of proposed temporary staff. With the ISO 9001:2015 compliant quality process, we successfully provide consistent assessment testing on County's requirement. TSCTI personnel undergoes a stringent skill test to ensure quality candidates are placed at County with proper qualification and experience. TSCTI has streamlined screening or testing methods intending to make a successful match for County. The first step in our testing approach is short-listing qualified applicants by recruiters. At this stage, the recruiters conduct first-level screening by juxtaposing a job description with our exhaustive questions bank. The TSCTI proprietary questions bank includes thousands of questions across technologies, skill sets, and domains. A recruiter also has to verify the contents of a resume for authenticity by conducting reference checks. Once a candidate is cleared by the recruiters, TSCTI assesses the candidate's fitment vis-à-vis County's requirement through 4 phases whose description is provided below for County's consideration:

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Whenever any Task Order Request (TOR) received from the County, the Account Manager (AM) discuss the job description with the Recruitment Manager (RM) and prepares the draft for internal recruitment purpose. Purpose of evaluation criteria is to identify whether the applicant has eligibility to work under a particular project or not. For the evaluation purpose, recruitment official set up a framework of certain **“Must Have”** according to the job requirement. Screening at TSCTI initiates with the resume evaluation. Whenever any requirement is open, our RM follows a comprehensive approach to source the best resumes for the positions and evaluate the resumes by following the key elements of resume evaluation is given below.

Resume organization	<ul style="list-style-type: none"> Is the resume presented in professional manners? Is the information organized clearly and logically?
Dates of Employment	<ul style="list-style-type: none"> Is the resume up to date? Do the personnel currently have job or project? What is the length of each job or project held?
Experience	<ul style="list-style-type: none"> What is the nature of an overall length of candidates' projects? Is there any explanation of previous projects and associated responsibilities? Did the candidate have experience in a domain, tool, and platform (if required any)? Did the candidate has use of all skills in previous/recent jobs that are requested by the client? Is there any Considerable career shift to or from the requested job profile?
Education and Certification	<ul style="list-style-type: none"> Is the candidate has requested education or degree? Is the candidate has requested certification? Is the candidate has requested a license?

Once the resume is evaluated, the recruitment team starts conducting initial screening with personally sourced through the resume evaluation process. Initial screening is the process of validating the applicant's information by communicating the information provided by a candidate on their resumes. During this phase, the recruitment team tries to identify the qualified candidates through **“Must Have”** framework. The must-have framework is focused on validating the information that is Required, Desired and Essentials for a successful placement. Standard **“Must Have”** framework table is provided below:

Past, current and preferred location.	Y	N
Recent experience	Y	N
Functional area & responsibilities	Y	N
Level/ Role	Y	N
Availability	Y	N
Total Experience	Y	N
Industry	Y	N
Similar projects	Y	N
Education	Y	N
Pay Rate	Y	N

“Must have” Framework is set up after a deep analysis of the requirement and it covers each part of a project for a successful placement. Job applicants who meet the **“Must Have”** framework only considered for the further testing process; the candidate does not meet any requirement given in **“Must Have”** framework we never move forward with that candidate. Recruitment Team prepare the list of top-rated candidates from Initial screening and share the report with **“Technical Testing Panel” (Technical SME(s))** for further testing of the candidate. Our Screening process is further divided into 4- steps

- Pre-screening**
- Testing**
- Interview**
- Background Check**

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Pre-Screening: At this stage, recruiters view the candidate profile on publicly available social media network sites like LinkedIn, Facebook, etc. This allows us to get a better understanding of the candidate's values, personality, and professional background. Recruiter will:

- Execute a comprehensive prescreen that confirms motivation, salary, skill level, clearance, and potential team fit for client culture.
- Provide a TSCTI overview and explain the benefits.
- Evaluate general aptitude.

Testing: TSCTI has prepared a variety of aptitude, personality, and skills tests and questionnaires based on our experience of decades of providing temporary staffing services that assess a wide variety of traits and abilities. Some of the most important tests to evaluate the candidate's job skills are described below.

- **Behavioral and Aptitude Tests:** Behavioral and aptitude tests help to gather a candidate's prior work experience, so clients know that they have the necessary skills and experience. A behavioral test investigates propensities towards certain kinds of behavior and styles of interaction with clients. In behavioral tests, we can provide constructive feedback which directly informs the way a candidate behaves in the workplace.
- **Skill Check:** Conduct detailed interviews, check effective communication, leadership, creativity, analytical thinking, and problem-solving capability over a multitude of performance areas to see if they fit.
- **Evaluate command on software programs such as Word, Excel, PowerPoint, etc.:** General computer knowledge test by our trained recruiters along with online typing test involving word processing, database, and spreadsheet software (checking speed and accuracy).
- **Evaluate General Clerical Aptitude and accounting knowledge:** General intelligence and clerical aptitude tests involving multiple-choice questions include basics of general clerical duties, accounting, numerical aptitude, general English, and general knowledge questions.

Testing Panel also focuses on the following testing as given below.

- **Experience Test:** In this testing phase, the testing panel discusses candidates' past experiences —accomplishments and *challenges* alike — to discover skills that will enable them to thrive on the client project. In this phase, the testing panel identifies the most important past experiences in a detailed way, focusing on a candidate's specific role and key actions that can be critical to success.
- **Case Test:** TSCTI believes that the best way to assess candidate problem-solving skills is to discuss a real client's business problem with the candidate to help us understand that how a candidate can:
 - Structure a tough, often ambiguous, business problem
 - Decide which issues are important to focus on
 - Deal with facts and data and their implications (numerical and otherwise)
 - Formulate conclusions and recommendations to solve the problem.
 - Articulate thoughts during a fast-moving discussion
- **Problem-solving Test:** As a complement to our case interview, we ask the candidate to take a multiple-choice test to demonstrate their analytical skills. It consists of questions, based on real client cases, with no business **background**.

TSCTI conducts the following screening tests not for selection, but for the elimination of ineligible candidates so that we provide the best of the best candidates.

- **Ability to Operate Office Equipment:** TSCTI ask various questions to the candidate to know what all types of equipment the candidate has operated or has the technical know-how of. During the screening, we conduct a standard 20 question round which comprehensively covers common office equipment's knowledge with knowledge of their operationality.
- **General Clerical Aptitude:** TSCTI's clerical aptitude tests the ability to comprehend and process written information. The tests comb through the candidate's different sets of information to find errors and assess the correct data under

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a time restriction. This helps to show candidates proficiency at working under pressure while still maintaining a high level of attention to the details.

- **Physical Aptitude:** For positions that require physical/ manual work, TSCTI conducts tests that include muscular tension and power, endurance, cardiovascular health, flexibility, balance, and mental fortitude under physical strain. TSCTI ensures that the candidates are well-matched in terms of physical capabilities to the everyday demands of the jobs into which they will be placed. The testing adds the element of accuracy to the hiring process, reducing bad hires and employee turnover. PAT (Physical Ability Test) also increases workplace safety, lowering injury rates among the employees and reducing the steep costs associated with those injuries. TSCTI ensures no issues of “adverse impact” occur i.e. during the testing no candidate is disproportionately screened out, thus ardently adhering to physical standards required for the job.

Interview: The interview comprises an in-depth assessment of each candidate’s skills and abilities, proven past performance, attitude, career goals, motivations, and aspirations. Our Subject Matter Expert (“SME”) creates a checklist of qualifications questions on each skill set required to quickly ask the consultant over the phone. By obtaining an immediate quick answer we can determine the candidate’s proficiency on the subject. This helps determine the level of the consultant’s knowledge as well as the extent of understanding. TSCTI’s priority is to conduct an in-person interview with our team of SMEs. If it isn’t possible for a consultant to be present at an in-person interview, we conduct a Skype interview.

- **Telephone Interview:** After a thorough resume review, our SME performs a telephone interview to determine how their current and previous work experiences are relevant to our client’s primary needs. Our SMS asks about employment history, training and education, expected wages, travel preferences, and if they’re willing to submit to a drug screen and background check.
- **In-person Interview:** In order to go more in depth into their resume, selected candidate will go through in-person phase. Previous work experience, primary skillsets, salary history, and future goals are all covered in these interviews. During our interaction with the candidate we ask comprehensive questions so that we place the candidate in the job best suited to his or her background.
 - **Technical interview** – Subject Matter Experts rate technical skill proficiency
 - **Soft skills interview** – Interpersonal skills, communication skills, location, environment and business sector preferences, and personality profiling
 - **Behavioral event interview** – Designed to elicit open-ended responses based on prior employment history

Background and Drug screening: An independent third-party certified agency will perform background checks on the selected candidates. The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in our Background Check Policy. We notify the Client in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the Client’s project.

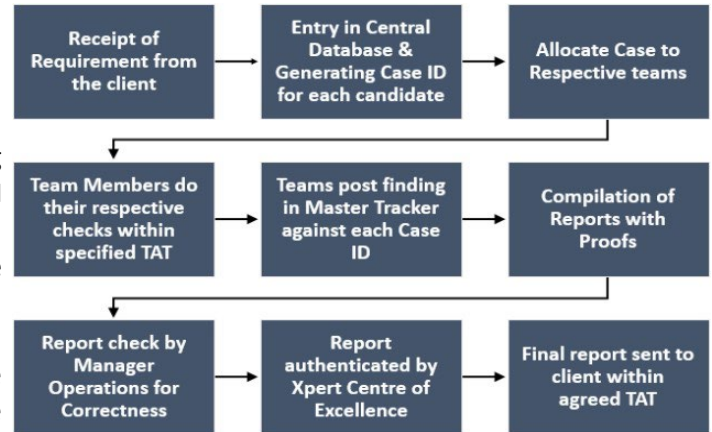
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TSCTI's partnered agency have the resources to perform a variety of background checks at a local, county, and state level, including 2-panel, 5-panel, and 7-panel drug Test or any level test requested by the County.

Academic Record check	Credentials Check	Database Check
Civil Litigation Check	Criminal Record Check	Emerging Background
Employment Eligibility Check	Reference Check	Residence Check
Social Security verification	Social Media Check	Identity Check

The BGV form also contains the self-declaration, binding the candidate's employment in that organization subject to clearance of all the checks positively.

- The candidate signs the Letter of Authority empowering the TSCTI to carry all the relevant checks. In turn, TSCTI carries out the verification process.
- What are the Criteria for Background Checks? The coverage of every check depends on the criteria's decided at the time of signing the contractual obligation.
- Also, all the checks don't need to be done to the candidates. It varies from the client's requirement, the industry it pertains to, the candidate's profile, nature of work, etc. Below are the types of background checks performed by TSCTI depending on client requirement.



TSCTI Background Check Process Flow

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I-9/E-Verify Procedures: All new employees including but not limited to permanent, time-limited, part-time, seasonal, temporary, will be required to comply with the I-9/E-Verify as mandated by the Immigration Reform and Control Act (IRCA) and State Statute. Accordingly, Section 1 of the Form I-9 must be completed on an employee's first working day and all employees will be required to fully complete the I-9 verification process and produce the appropriate documentation within three business days of starting work. All offers of employment are contingent upon the candidate's fulfillment of this requirement and a failure to do so will result in termination.

Onboarding: Once a candidate has been interviewed and selected by County, the candidate begins the onboarding and orientation process. TSCTI can offer County options for onboarding and orientation, including a standard version as well as programs adapted to your specific industry, location, or business environment. TSCTI's standard orientation for new employees includes an overview of our Employee Handbook, which is received and acknowledged by every temporary employee to indicate their review and understanding of our policies and procedures. Examples of content include information on TSCTI's Commitment to *Safety and Quality, Equal Employment Opportunity, Drug Free Workplace and policies on Harassment, Weapons, and Workplace Violence.*

County focused Orientation: TSCTI will develop a customized assignment guide to distribute and discuss with each temporary employee assigned to County. The assignment guide can include items such as directions to your facility, work hours, dress code, safety rules, absence notification procedures, as well as information on your organization such as your values and ethics policies, business objectives, and strategy. The orientation process might also include:

- CONREP Timekeeping practices
- Drug testing and background checks
- Safety expectations and testing
- Attendance rules
- County policy acknowledgement
- Equipment management, from badges to distribution of personal protective equipment

In addition, TSCTI will ensure that the temporary staff has read and understood the orientation material provided by County, if any. Upon completion of the orientation, all of our consultants will be "ready" (according to County's standards) to start their assignments. Below are the stages of our onboarding process:

1. Preparation: Pre-arrival, first day thru first month activities that acclimate the new employee to the culture, team, work environment, and introduce to policies and procedures and online modules.

2. Orientation: HR New Employee Orientation online, classroom, Benefits training and department specific orientation.**Integration:** Employee development planning by supervisor and employee's attendance in HR staff development training.

3. Engagement: Developing company awareness, building relationships, meeting performance expectations and contributing to the company's success.

4. Follow-up: Monitoring and measuring the effectiveness of the onboarding process.



Once the onboarding is complete, they have access to our dedicated employee care (e-care) center. We also provide each employee the company handbook that explains the HR policies

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Invoicing & Billing: At TSCTI, our goal is to provide our clients with the highest level of billing accuracy and timeliness. Our billing department works in conjunction with our front and back office teams to ensure billing processes and procedures are clearly communicated and supported. As a standard, TSCTI submits separate and distinct invoices per temporary employee. However, TSCTI agrees to County requirements and agrees to provide the electronic invoices.

Billing/Invoicing quality assurance procedures: TSCTI aims for 100% accuracy in all our invoice transactions. Our process for achieving this metric includes:

- Dedicated TSCTI Billing Specialist to manage all County's billing processes
- Extensive quality control performed before released (i.e., adherence to unique requirements, etc.)
- Time and hours match performed to ensure invoicing accuracy
- Review of overtime authorization
- Daily audit of invoices to check for rejects and re-issuance of a corrected version, if necessary (within 15 days for TSCTI errors)
- Review to ensure all applicable discounts are applied at the appropriate times

Our accounting system is DCAA approved and we use standardized processes built on latest technology, our invoice issue rate is less than 0.01%. We understand that there may be overpayment or underpayments due to incorrect invoice or any other reason, such as County is not in agreement with the invoice submitted by TSCTI. For realized overpayments, we credit the difference amount to client account within 15 days.

Reporting: TSCTI provides a multitude of reporting mechanisms to report to our internal management teams and client stakeholders to maintain critical core business functions. Any reports needed by our clients for analysis can be directly executable within standard timeframe of 1 -2 business days. TSCTI reporting database serves as a repository for all contract data, available for extended analysis, and updated in real-time. All contract data is available i.e. Active Requisitions Report, Usage Reports, Engaged Candidate Report, Engagement Budgeted Hours, Engagement End Dates Based on Hours Remaining. Along with engagements by candidate with spend, candidate, engagement, and timesheet history are stored within the tool and is available for reporting.

Also, at TSCTI, we keep reports for tracking and statistical purposes for each consultant we submit to our client through ATS - JobDiva. ATS helps us to keep track each consultant's status on particular project. The reports are tracked till the candidate completes his/her tenure. After placement, any candidate is removed from an assignment, TSCTI's recruitment manager alerts the management and the recruitment team to either blacklist the applicant or to remove the resume from the database and from the ATS - JobDiva, to ensure the same candidate is not submitted as a potential candidate for another department within the County. Types of reports generated from JobDiva:

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • User reports • Productivity Reports • Job Activity reports • EEO Report | <ul style="list-style-type: none"> • Termination (end of project) Report • Technical reports • Employee Report • On-Boarding Documents Report | <ul style="list-style-type: none"> • HR Reports • Hires Report • Applicant Report • Employees on Bench |
|--|---|--|

Quality Assurance: To maintain and enforce quality assurance of processes and services, TSCTI prepares a quality program and tailor these processes as needed to each specific task and management activities. We apply ISO, PMBoK, and CMMI quality processes to contract administration activities including accounting, invoicing, human resources, recruiting and

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management. To maintain and enforce Quality Assurance processes and services, TSCTI will tailor its processes to program and management activities. At program initiation, our Account Manager will develop our program Quality Control Plan (QCP), tailored to the requirements of the program.

TSCTI will manage quality services through proactive monitoring, negotiating, and maintaining performance standards, recording, analyzing and recommending solutions before performance is adversely affected. TSCTI's quality assurance objectives for this project are to:

- Plan QA activities that fit within the overall operations of the County contract.
- Provide a repeatable and verifiable Quality Assurance process through the use of automated tools and resources
- Provide venues for problem prevention and continuous process improvement
- Regularly perform service quality checks through the use of monitoring and audits
- Inform affected groups and individuals of QA activities and results

TSCTI implements and enforces quality at all levels and includes allocation of resources, schedules, and all deliverables. Each employee is charged with the responsibility for performing work in accordance with contractual and requirements and established quality control policies and procedures. Reviews include a record of performing work on-time without recorded deficiencies. Our client specific approach is highlighted below:

Quality Control Principle	Staffing Services Support QCP Approach	
Technical Processes	<ul style="list-style-type: none"> • Methods of service must be well-conceived and reliably and efficiently meet or exceed applicable standards. • Schedules and priorities must be consistent with quality performance. 	<ul style="list-style-type: none"> • TSCTI Account Manager ensures services follow Client directives and instructions. • All levels of management ensure the workforce is aware of the client's priorities and scheduled events required for performance including travel.
Adherence to Standards	<ul style="list-style-type: none"> • Specific standards must be followed in performance and providing deliverables. • Copies of all standards must be available for reference. 	<ul style="list-style-type: none"> • TSCTI Account Manager ensures deliverables meet established standards prior to submittal. • Standard templates for deliverable requirements are made available to all.
Staffing/Supervision	<ul style="list-style-type: none"> • Personnel must be selected based on competence, experience, and qualifications. • Must foster good work habits, reward quality, and identify poor performers for counselling, training, or replacement. 	<ul style="list-style-type: none"> • TSCTI's Account Manager ensure deliverables meet established standards prior to submittal. • TSCTI's Account Manager continuously monitors personnel performance to identify problems early.
Performance Standards	<ul style="list-style-type: none"> • Performance incentives must be clearly defined, equitable, and timely awarded. • Standards of service quality must establish goals that are challenging but achievable, measurable, and demonstrable. 	<ul style="list-style-type: none"> • Staff performance evaluations are conducted annually and become the basis for compensation increases. • Service quality is determined by the client and we engage QAEs regularly to determine the level of satisfaction received. TSCTI Team's performance objective is to always receive "Exceptional" ratings.
Training	<ul style="list-style-type: none"> • Personnel must be thoroughly trained prior to assignment. • Personnel must periodically receive updated training to reinforce established techniques and to take advantage of improved methods and technology. • Personnel not meeting standards must complete specialized training focused on weak performance areas. 	<ul style="list-style-type: none"> • TSCTI's Account Manager ensures all required training is complete prior to employment. • TSCTI's Account Manager ensures all required periodic training is accomplished. Personnel training requirements are monitored by the appropriate support staff functional area (security, HR, contracts, etc.). • TSCTI's Account Manager ensures personnel requiring specialized training for sub-standard performance will receive the training or be replaced.

Key Performance Indicators: At project onset, we work with the clients to define performance objectives and develop meaningful ways for clients to track our results. We keep an open line of communication with the clients to verify we are meeting the expectations, address any issues proactively, and discuss continuous improvement options to increase

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efficiency. Our key performance indicators are provided at no additional cost in an easy-to-use, flexible, and understandable format:

KPI	Measures
Delivery %	Ability to deliver the number of employees requested
Unfilled Order %	Orders TSCTI was unable to fill
Canceled Order %	Orders canceled by the client
First Day Punctuality %	Employees who arrived on time on the 1st day
No Call/No Show %	Employees that did not report to work on the 1st day
Replacement %	Orders that required a replacement employee
On-Time Delivery %	Placements filled by the agreed-upon start date
Satisfactory Performance %	Customer satisfaction with an employee's performance
Turnover %	Ability to manage turnover and drive performance
Turnover & Satisfactory Performance Detail	Reasons why orders closed and client feedback on employee performance

Candidate replacement due to non-performance: In case the TSCTI's contracted staff unable to perform and County wants an immediate replacement, TSCTI will replace the contracted staff within 2 hours of the requested time. The contracted staff is communicated by the Human Resource department. And the Account Management team immediately escalate the same to the senior management for corrective action. Parallel, the request will be forwarded to the recruiting team along with complete skill-set, qualification and experience requirement and other preferred areas like domain experience. As part of this process, consultant's documents their daily tasks are submitted to the Client and/ or TSCTI Account Manager. Throughout the lifecycle of the project, the status of key milestones is regularly and formally documented. Changes to project scope, timing, or direction are frequently communicated to ensure the project schedule is monitored and clearly understood at all levels. Under normal scenarios, TSCTI's employee has to give a notice of a minimum of 10 days before leaving the contract. The newly hired employee works along with the employee during this period for complete knowledge transfer - understand the project, current status, and pending tasks/ issues to minimize the project impact

Customer Issue Resolution: TSCTI always gives top priority to meeting customers' needs and resolving their issues. County's management staff will have access to TSCTI's local staff and key management to facilitate direct contact and communication with the County's management staff. Once an issue is raised or a requirement is received, an acknowledgment mail is sent back to the customer by the Account Manager/Customer Support Team within an hour. If the acknowledgment is not received within an hour, the customer can escalate it to the next higher level. We check the status of an issue every hour till the issue is resolved. TSCTI Key Management Executives work diligently with its clients to identify client's needs and to provide the best resources for those needs using continuous effective communication channels. We vigorously follow up on all projects to ensure client/ consultant compatibility and satisfaction and monitor progress to ensure successful completion of each assignment. Continual detailed feedback from both employees and clients ensures that TSCTI is meeting its goals. The feedback gathered helps us to improve its consultant benefits, service offerings, and placement procedures.

Whenever the Account Manager (AM) or any other personnel designated by the client sends a communication via e-mail, telephone, or other Client-directed methods to resolve a problem or make a change, the Account Manager is responsible for resolving the trouble and directly interfacing with Client personnel. The issue is logged in to TSCTI's Issue resolution system, and a ticket is generated. All correspondence is logged against this ticket to provide an accurate audit trail. The ticket is closed only when the issue is resolved.

Steps	Description of Activity	Responsibility
1.	Issues Identification <ul style="list-style-type: none"> • Identify Issue 	Customer Support Team

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2.	Issue Tracking/ Resolution-level3 <ul style="list-style-type: none"> Interact with the concerned consultant/stakeholder whom the issue is impacting. Resolve the issue and convey the status to the client and stakeholder Escalate any unresolved issue to Level 2 Update the Audit log 	Customer Support Team/Account Manager
3.	Issue Tracking/ Resolution-level2 <ul style="list-style-type: none"> Understand the issue, the affected groups, and the position of stakeholders. Determine a resolution. Determine an appropriate plan of action Escalate any unresolved issue to Level 1 Inform affected groups and convey to the Account Manager. 	Concerned Department/Account Manager
4.	Issue Tracking/ Problem resolution-level1 <ul style="list-style-type: none"> Reach an understanding of the issue, the affected groups, and the position of the existing parties. Determine a resolution. Determine an appropriate plan of action, convince the stakeholders Inform affected groups and convey to the Account Manager. 	Account Director/ CEO

TSCTI involves all levels of management to resolve customer issues

Completion Schedule

Tasks	Responsibilities	Recruitment Timeline (Number of Hours)					
		30 MIN	75 MIN	45 MIN	45 MIN	30 MIN	15 MIN
A. Client Requisition							
Analyzing client staff requisition and write synopsis of the requisition	Account Manager and team						
Submitting position description and client requirements in JobDiva tool							
Identify any necessary qualifications							
Assigning to TSCTI team lead through JobDiva tool	Recruitment Manager						
B. Identify Consultant (3 – 5 consultants)							
Check if there is matching skilled consultant available “on bench”	Technical Recruiting Team						
Identifying existing skill sets and candidates within TSCTI JobDiva database							
Posting job to external job sites (TSCTI website, Dice.com, Monster.com, CareerBuilder.com and shared with approved subcontractors).							
Sourcing candidates from various job sites by conducting Boolean search and detailed communication with prospect consultants.							
Sourcing candidates from our internal employee pool.							
Sharing the requirements with our consultants by posting them on our internal web site for internal referrals.							
C. Pre-Screening & Interview (TSCTI Level)							
Executing a comprehensive prescreening that confirms motivation, previous experience, salary, skill level, required education/ certification/ license, clearance and potential team-fit.	Technical Recruiting Team						
Prescreening includes online test (using Prove-It, Brainbench & internal tools) and general knowledge test.							
Discussing salary requirements and relocation needs with candidates							
Providing TSCTI overview and explain benefits							
Evaluating attitude and aptitude by discussing team scenarios							
Technical Skill Evaluation							
Conducting initial assessment of the candidate’s technical qualifications							
Conducting detailed technical interviews based on job requirement							

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Soft Skills Evaluation Evaluating candidate's communication, creativity, analytical thinking, diplomacy, flexibility, change-readiness, problem solving, leadership, team building, and listening skills	SME's								
D. Evaluation + Formatting (TSCTI Level)									
Preparing the feedback form to summarize the results of the interview and update JobDiva with qualified consultants	Recruitment Manager								
Relaying interview results to the consultants									
Checking consultant's references	Account Manager								
E. Submission to Client									
Creating skilled matrix matching required skills with experience of consultants to present consistent skill summary to client	Recruitment Manager Account Manager								
Submitting resumes with a Skill summary of the selected consultants and references to the County.									

1) Conversion hours/weeks




TSCTI provides the benefit of hiring a temporary employee to its clients. The process which allows temporary staff to be hired. The policy for a temp to be hired by the County if required depends on the length of time the temporary staff is working on the contract. The fee for the duration for which a candidate works on the contract varies from 15% to 0% of the annual salary that is offered to the employee.

Time Completed on Assignment	One Time Hiring Fee
0 - 30 Days	15% of Annual Salary
31 Days - 60 Days	12% of Annual Salary
61 Days - 90 Days	8% of the Annual Salary
91 Days	No Fee



After receiving the hiring request from the County, the Account Manager forwards the request to HR Manager. The notification is sent by HR Team for the consultant's hiring for a permanent position. Post the agreement with the consultant, Human Resource further notifies Account Management team of mutual agreement between the client and the consultant. The human resource also calculates temporary staff invoice details and forward it the client. On the basis of the tenure, the final invoices are sent for approval to our client. On receiving the approval, the HR Manager initiates the necessary paperwork required for payroll transfer from TSCTI to the County. Our usual time period for completing the payroll transfer from our company's payroll to client's payroll is 4-5 business days unless the client request for a particular joining date. Upon completion of the hiring process, our HR department sends the invoice for the One Time Hiring Fee along with unbilled hours of the temporary staff while on TSCTI's payroll.

2) Technology utilized in course of business

TSCTI over years have inculcated Technology Tools that are instrumental in catering the contract to its client while simultaneously ensuring the timelines are efficiently met. Some of the Technology Tools used by TSCTI are:

- Application Tracking System:** TSCTI uses JobDiva as Applicant Tracking System and a front- to-back Talent Management solution. JobDiva gives us a solution to streamline all our recruitment and staffing needs, by integrating our subscribed job boards (Indeed, Monster, CareerBuilder, ZipRecruiter, Craigslist, Dice, and LinkedIn).
 
- Job Sites:** TSCTI has accounts with popular job websites, such as Monster, Dice, Indeed, CareerBuilder, etc. This provides access to a wide pool of resources across the nation.
- Screening Tools:** TSCTI use premium screening tools such as IBM Kenexa, Skillcheck, and Brainbench to screen the candidate's skill by domain-specific skill Assessment tests. In addition, we also possess a question bank where multiple questions are put forward as per the position.
 


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- **JobDiva for E-onboarding:** TSCTI uses the E-onboarding process through JobDiva. We can customize a standard document library for onboarding from which TSCTI selects processes for the new hire. On JobDiva, we can customize documents with rich features such as Auto-populate Documents, Electronically Sign, Use WebForms.
- **Time Tracking and Management:** TSCTI is engaged in many staffing services programs, each with unique timekeeping and billing requirements. Typically, our standard process  mandates that the candidate submit approved timesheets weekly to their TSCTI Employee care (E-care) resource (assigned to the project) for entry into our online time management systems called CONREP, to ensure accurate timekeeping.
- **Accounting Tool:** TSCTI uses QuickBooks for accounting and maintains billing accuracy. QuickBooks is accounting software that provides TSCTI a secure platform, which can process bills and business payments. 

3) Recruiting strategies and tactics

To ensure that suitable, qualified and experienced personnel are available as per the County's requirements TSCTI will use its proven and proactive approaches, processes and tools practiced for over 25 years, to provide staff with required skills. We employ a meticulous screening process, combining our understanding of the requirement and similar experience in Recruitment for government organizations. Our methodology leverages decades of experience supporting the government to ensure we staff the requirements with personnel who meet County's requirements, bring the right experience, and has the required qualifications.

TSCTI has a proven and established ISO 9001:2015 certified Recruitment Process which helps us to consistently exceed client's regulatory and other quality requirements. We will use this ISO 9001 based 10 step recruitment process to meet County's Temporary Recruitment needs. Our experience is proven through the successful management of over 350+ contracts supporting various state, county and local agencies in 50 states across US. Our technical recruiting team consists of 270+ technical recruiters, data miners and research analysts supporting TSCTI customers. TSCTI proactively recruits and maintains a full pipeline of qualified candidates ready to hire for County's recruitment requirement. Our recruitment team works closely with our Contract Manager to understand County's requirements to provide best match.

4) Time needed to fill positions

TSCTI is capable of providing candidate within 4 hours of the requisition. Our Account Manager, supported by Recruitment Team, is responsible for ensuring the timely fulfillment of County's temporary staffing needs. TSCTI will assign a dedicated Account Manager to handle the Pinellas County's account. On receiving the requirement from Pinellas County, the Account Manager will prepare a skill matrix of the specific job requirement for position(s) from Pinellas County. Most of the time, we present qualified resumes within one business day as our Recruitment Team work over the span of 14 hours and cover early morning and late evening hours of all US time zones to reach the candidates. The steps and timeline to fulfill the job requirements are shown in the table below:

Step	Responsible Team/Person	Estimated Time	Max Time Taken in the Process
Receive and Acknowledge the Replacement request and gather more information from Capital Metro on the request and clear doubts with Capital Metro (If any).	Account Management Team	0 - 30 Minutes	30 Minutes
Assign the requirement to Recruitment team on JobDiva.	Account Management Team	30 - 45 Minutes	15 Minutes
Source the candidates from all sourcing channels.	Recruitment Team	45 minutes – 1Hr 45 min	1 Hour
Conduct Initial screening and online assessment.	Recruitment Team	1hr 45 min – 2 Hr. 30 min	45 Minutes
Conduct Technical Screening.	Technical SME	2 Hr. 30 min – 3 Hr. 30 min	1 Hour
Resume Formatting and Response preparation.	Account Management Team	3 Hr. 30 min - 3 Hr. 45 min	15 Minutes

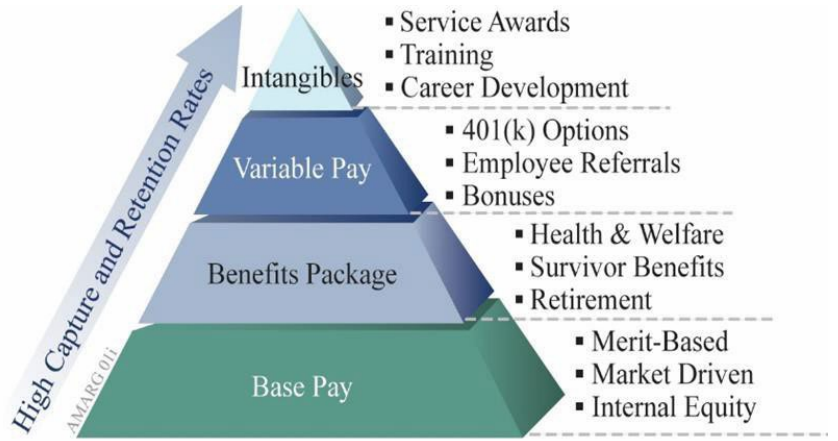
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Submit top 3 profiles to the Pinellas County	Account Management Team	3 Hr. 45 min – 4 Hr.	15 Minutes
Max Time Taken			4 Hours

5) Retention/turnover statistics

TSCTI believes that most important element that ensures a stable and qualified workforce is technical and professional training. Our training programs afford our staff the opportunity to enhance skills and obtain multiple professional certifications. Our turnover rate for both internal and contracted staff is 92% and stable for last 3 years.

These staff development programs, when combined with a level of pay and benefits offered by TSCTI, have contributed to a stable workforce with an employee turnover rate significantly less than the industry average. We will apply these proven methods to the proposed workforce supporting this task thereby reducing any risk of staff turnover.



TSCTI's Staff Retention

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TSCTI's extensive experience with similar projects has solidified the key to effective performance, which is a fully qualified, stable workforce. The method of recruiting and retaining such a workforce is a combination of competitive salaries, benefits, and individual recognition for the contribution to mission success. Our approach to personnel management has resulted in significantly lower voluntary turnover rates than the industry average. The following is a list of the other primary methods employed to retain staff members followed by a brief description of each of these items. Management focuses on these areas to promote overall staff retention:

- Providing supportive management
- Individual career development
- Competitive salaries
- Competitive benefits package
- Flexible work environment

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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

Vendor 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 subcontractor 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.

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.

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- 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.

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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:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

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

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional 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 Professional Liability and other coverage combined.

- 3) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

4) Each Occurrence or Claim	\$ 1,000,000
5) General Aggregate	\$ 1,000,000

For acceptance of Professional 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 Professional Liability and other coverage combined.

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- 4) **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.

- 5) **Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

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

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

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EXHIBIT C - PAYMENT SCHEDULE

PROPOSER shall provide temporary staffing services based upon the following multiplying rate compensation factors

(e.g. a 17% markup to COUNTY specified wages - a multiplier of 1.17)

GROUP	GROUP TYPE	MULTIPLIER
A	PROFESSIONALS	27 %
B	TECHNICIANS	27 %
C	ADMINISTRATIVE SUPPORT	27 %
D	SKILLED CRAFT WORKERS	29 %
E	SERVICE AND MAINTENANCE WORKERS	29 %

NOTE: Proposal rates are inclusive of all costs and overhead including, but not limited to, current and all future governmental mandates.

NOTE: The County will pay for hours actually worked. Temporary employees shall be paid overtime for work performed in excess of forty {40} hours per week (defined as Sunday to Saturday) at a rate of 1.5times the hourly rate. Such overtime must be pre-approved by the County Department Director and verified on the temporary employee's time sheet and signed by the County Department Director. The County will not pay for holidays or holiday pay.

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR 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 Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR 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:

Contractor 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).

AGREEMENT**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.