

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 Abacus Service Corporation, Southfield, MI (“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 \$3,000,000.00, **with an annual expenditure of \$600,000.00 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, 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 Abacus Service Corporation. 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. Caitlin Clark, Operations Manager

Abacus Service Corporation

25925 Telegraph Road, Suite 206

Southfield, MI 48033

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: Abacus Service Corporation |
| _____ |  |
| Signature | Signature |
| _____ | April Szlaga |
| Print Name | Print Name |
| _____ | Vice President |
| Title | Title |
| _____ | 02/14/2023 |
| Date | Date |

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

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EXHIBIT A - STATEMENT OF WORK

Abacus provides services that are customized based on County's needs and requirements. The services are defined between Abacus and the County, and a custom delivery plan is developed based on each opportunity and their specific requirements. From our review of this solicitation, we have identified the following items as key business requirements:

- Establish a contractual agreement that will allow the County to procure the temporary staffing in five service areas.
- To establish a key relationship(s) with a firm(s) that partners with the County to develop sourcing plan, recruit candidates including background investigations, assist in analyzing applications, and assist in the interview and selection process.
- To ensure that vendor partnerships are established with a firm(s) that has substantial experience and delivery methodology to provide successful delivery of County initiatives.

It is our understanding that the County requires staffing partner(s) who possess proven track record in working with local governments, and more specifically with the placement of Professionals, Technicians, Administrative Support, Skilled Craft Workers, and Service and Maintenance Workers. Abacus will utilize its 17 years of experience in providing excellent services to the County. Through our experience supporting large and diverse clients, Abacus has honed our programs and processes to provide superior delivery and performance to our clients. From our mature operating protocol, the Abacus Operating Procedure, to our National Accounts Program, our processes are the cornerstone of our delivery model ensuring consistent delivery and quality across all verticals and geographies.

The team will be led by an Account Manager who will serve as the County's main contact and will provide guidance, updates and insight into the candidate pool and the staffing process; and manage the day-to-day aspects of the contract.

Our solution for the County includes the following deliverables and processes that make up the overall operation of this program. We have provided a point-by-point response to *III. Statement of Needs*: in the following pages.

AGREEMENT

Recruiting at Abacus starts with learning our client’s business, aims, goals, corporate culture, and specific personnel/skill requirements. Upon acquiring this knowledge, a customized recruitment plan and the brand statement is designed to address each one of the client company's unique needs. A kick-off meeting is set with the client and a submission plan is built according to the client project timeline, resource requirements, pricing requirements, and hiring process is then agreed upon.

We employ domain-centric recruitment to help our clients identify appropriately skilled personnel. Our recruiting team has expert knowledge of the local job markets. Abacus domain-specific recruiters conduct a hard target search and put forth the effort required to leverage the demanding combination of Client requirement and Labor Market Information (LMI). These elements, when executed with our pipeline recruiting model, empower Abacus recruiters to consistently deliver the best results to its clients.

Proactive Recruiting

Along with implementing a domain-centric recruitment strategy, we combine the art of strategic and proactive recruitment with a

detailed, qualifying process to help provide our clients with efficient, professional service. Through our proactive recruitment approach, we are continuously seeking out the best talent within the industry to bring forth to our clients. Abacus' proactive pipeline streamlines sourcing efforts and enables us to pinpoint the most requested, in-demand skill sets in each of our markets. We have found that recruiters who become industry experts in specific skills are better able to tailor their sourcing efforts into a more concentrated pool of qualified candidates. Our recruiters then pipeline the top 20% of candidates into a database separated into three levels of experience: junior, intermediate, and senior. Having multiple levels of experience in our candidate pool allows us to present a robust database of prescreened candidates who are ready to connect with client opportunities. On average, Abacus has experienced a 40% increase in productivity using this model, and we are pleased to pass this efficiency along to our clients.

Other sourcing channels will include:

Technology utilized

Our Applicant Tracking System

{ATS), JobDiva is critical to our proactive recruitment and allows us to connect and qualify top talent in a timely manner for our customers. Our "live" proprietary database of over 1M qualified candidates is critical to Abacus' success.

JobDiva allows our recruiting team to be better positioned to identify currently active candidates on a timely basis for our Clients.

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- **Electronic Job Boards:** Leveraging our long-standing, strong relationships with major online job boards including LinkedIn, Monster, CareerBuilder, and other Social Media tools, e.g., Twitter, Facebook, Google+, etc.
- **Local Employment Agencies:** Specializing in an array of recruiting and staffing services, our team understands the value of associations with industry-specific organizations. Meeting many of our client's needs means that we understand the industry-related education and designations indicating the proficiencies.
- **Proprietary Resume Database:** Comprising of more than 1M resumes on different skills with 10000+ resumes local in the State.
- **Abacus Website:** Abacus posts positions on our website to ensure visibility for new and returning candidates.
- **Referrals:** Soliciting referrals from current candidates and other sources
- **Job Fairs/Networking Events:** Actively participating in trade associations, networking events, civic and professional groups/clubs as well as participating in and hosting job fairs.
- **Digital Advertising:** Leveraging targeted digital advertising platforms to reach hard-to-find candidates with unique experience and skillsets.

Screening

As part of the Standard Operating Procedure (SOP), our recruiters conduct pre-screen interviews with all candidates. These pre-screen interviews consist of both technical and professional inquiries and discussion that is relative to the candidate's previous work experience, academic credentials, and professional certifications, in addition to details related to client opportunities that may be aligned to their skills and professional expectations, preferences, and aspirations. To move forward with an applicant's candidacy, in addition to skillset alignment, the candidate must also demonstrate a commitment to accept the engagement if it is offered, and a commitment to stay on the engagement for the duration of the contract.

Successful resource placements begin with targeted talent acquisition based on a well-rounded understanding of who our clients are in addition to their resource needs. Abacus considers the culture of each client organization when assessing and evaluating candidates for the best fit. From relaxed, collaborative work environments to autonomous, employee empowered departments, Abacus clients receive qualified candidates who integrate quickly into their work cultures.

The Abacus account management team will work with County stakeholders, hiring managers, and procurement teams to thoroughly understand the resource needs, special requirements, and performance expectations.

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Testing and Assessment

Through an online assessment tool, eSkill, Abacus performs several different job-related testing and assessments for all new hires. Abacus performs hard skill assessments to validate each candidate's competence for the positions at County. Our account teams have access to more than 450 skill assessments selected based on specific job profiles.

Reference Checks

Abacus talent sources complete a minimum of three (3) professional reference checks for each candidate prior to resume presentment to our clients. The references must be current or former managers, supervisors, or team leaders to whom the candidate reported organizationally in the performance of their job duties. The results of the reference checks are recorded in the candidate's JobDiva applicant record.

BGV screening

Abacus conducts standard, minimum background checks on all associates prior to hire. In addition, we conduct customized background checks in compliance with specific client requirements, based upon industry and individual client needs. The following standard background checks are conducted by our third-party partnered agency, and/or a client designated service provider:

- Social Security Number trace
- A criminal background check (Local, State, and National) for the past seven (7) years
- Terrorist database
- Sex offender database
- Credit check, if required for the position
- Employment history verification for previous 3 employers or past 7-year period
- Validation of highest academic credential achieved
- Any other client-designated background check parameter

Abacus also validates professional certifications required for the position directly with the certifying authority using the name of the associate and the certification ID number.

Drug Testing

When requested, Abacus orders from a 5 to 10-panel urine drug screen as specified by the client. Individuals who test positive are terminated from Abacus employment and not considered for future employment for a period of six (6) months. Abacus requires a signed statement verifying that all areas of the application, including education, are true and correct as part of our standard procedures. In addition, Abacus can manage educational and credential/ professional license verification upon client request at an additional fee.

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Employee Onboarding

All Abacus employees undergo a thorough onboarding process prior to the start of any assignment. Our on-boarding process will outline the County's policies and procedures and further iterate your expectations. Our focus is on seamlessly integrating our employees into the County's culture and equipping them with the information, guidance, and support to become independently productive as soon as possible.

The following is an overview of a typical orientation process which will be customized to meet County needs:

- Summary information about County
- Overview of key County workplace policies
- Name of department and supervisor
- Appropriate attire
- Hourly pay rate
- Code of conduct information
- Security requirements
- Explanation of benefits
- Lunch and breaks
- Parking
- Performance goals
- Quality expectations
- Assignment of work schedule
- Assignment information
- Security policies and processes
- Criminal/credit check policies
- Instructions for emergencies
- Timesheet completion and payroll
- Electronic communications policy
- Abacus office location and hours
- Review of EEO and ADA guidelines
- Workplace policies
- Safety policies and procedures
- Any applicable County literature

The County can hire the placed employee without any additional fee after completion of 90 days. Following is the temp-to-perm process in case the County wishes to hire the temporary employee.

- 0-30 days -15% of annual salary
- 31 days-60 days - 12% of annual salary
- 61 days - 90 days - 8% of annual salary
- Greater than 91 days-no fee

Performance Management/ Reporting

Abacus will provide performance monitoring both at the individual level as well as at the contract level. At the individual level, each Abacus employee is evaluated semi-annually against Abacus-defined goals and criteria in order to foster the growth of our people. At a contract level, the team is evaluated consistently to drive the accomplishments of goals in an effective and efficient manner. This is closely related to financial management in which we track and monitor progress against plan. By providing real-time tracking of actual effort on project work plans, Abacus and the County are in a position to continually monitor the performance of the team in delivering quality releases using industry wide standards such as Earned Value Management (EVM). On a periodic basis, we analyze our progress using EVM, which is a project management technique for measuring project progress and can be utilized to continually monitor the performance of projects.

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It can provide early warning indicators when schedule or cost performance varies too widely from agreed upon timelines. We monitor several industry standard indicators to determine the progress of a project.

This includes monitoring the Schedule Performance Index (SPI) to understand schedule variance, the cost performance index (CPI) to understand budget variance, and the estimate at completion (EAC) to understand total cost variance. In particular, Abacus does the following:

- Provides on-going spot checks for work in progress. This serves to provide an opportunity for building employee relations through management visibility and serves to remind teammates of contract compliance.
- Oversee work processes to verify compliance with requirements - to ensure contract standards in all areas are followed.
- Establish and maintain a relationship with the POC to discuss customer satisfaction. This provides the opportunity to further recognize high performing teammates and to promptly correct noted deficiencies before levels of service becomes unacceptable to the Client.
- Correspond with the POC and via scheduled visits, calls, Emails, and speak with our employees through open channels of communication.
- Utilizing quality control metrics based on the following statistics and measurements:
 - o Customer satisfaction with temporary employees
 - o Customer satisfaction with Abacus service
 - o Employee satisfaction at customer site
 - o Usage patterns in all types of breakdowns
 - o Turnover rates, quarterly and annually
 - o Reasons for turnover
 - o Average monthly tenure, hires, promotions, retention
 - o Number of open orders
 - o Average days to fill an order or response time
 - o Cost savings via productivity enhancements, hiring activity, comparison of current rate and usage over previous rate
 - o Order fill rate

Retention/ Turnover Statistics

Abacus maintains a very low turnover, i.e., 94%. Our philosophy is to invest up front in finding the "right" people, supporting them and, and maintaining low turnover rates. Retaining professionally satisfied experienced and loyal employees enhances our ability to maintain efficient and relatively low staffing ratios.

We always take great pride in how we treat our employees by doing things such as frequent communication with our Program Managers, sending gift cards on birthdays, anniversaries, Christmas, sending awards and gift cards when positive feedback is received from the client, etc.

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We also send a welcome to Abacus packet within the first week of starting along with a gift card of their choice from a selection of retailers.

In addition, part of our employee care program invoices for our Charitable Giving Program. The mission of this program is to support a different cause every six months through monetary donations, volunteering, and community outreach. What makes our program different is that we are giving our employees the power to vote on the charity each term. This is just another way we are trying to not only help various charities but are working on having our employees more involved at invested in the programs we offer so they feel like they are truly a part of our company.

We offer a variety of options to our employees, including:

- **Health, Prescription, Vision, Dental, Life, And Short-Term Disability Insurances** - Abacus offers our employees the opportunity to purchase benefits from a designated third-party provider.

Multiple benefits options are available including 401k life insurance and short/long-term disability plans.

- **Weekly Electronic Payroll Options** -Abacus offers direct deposit for our employees' convenience with a toll-free hotline available for payroll questions.
- **An exclusive online employee community-We** provide a dedicated employee portal for all things Abacus, including online timekeeping, pay stub retrieval, job opportunities, and employee discounts, to name a few.

Customer Satisfaction

Abacus has kept our commitment to "service with quality". Over the past decade, multiple independent evaluations were conducted by our various clients where individual agencies provided feedback on the quality of service provided by Abacus. Our legacy of customer satisfaction has remained at the forefront of our customer contracts. Quality service has been consistently delivered by our nationwide network of offices.

Below are the steps involved that determine customer satisfaction:

- **Measuring Quality Performance** -Abacus monitors the performance of every candidate assigned. Follow-up calls to the appropriate supervisor begin the first day of an assignment and continue periodically throughout the course of the assignment.
- **Performance Guarantee** - Every Abacus candidate is carefully selected, tested, and bonded. Each candidate is also guaranteed to meet the skill specifications established by the client. With our 24-hour guarantee, if any Abacus employee fails to achieve the required level of performance, Abacus will replace the employee promptly.
- **Continuous Improvement Program** - In conjunction with our Quality Management Process,

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our Continuous Improvement Program (CIP) fully measures and rates the value of our implementation, associates, subcontractors, services, and management program and ensures service delivery that continually exceeds expectations. Abacus' CIP is comprised of Service Level Agreements (SLA's) and Key Performance Indicators (KPI's) which are discussed and agreed upon at the point of implementation. Abacus' service is measured against the client-specific SLA's and KPI's, and results are presented at business review meetings. Adjustments and action plans are made accordingly.

- **First Day Follow-Up** - On the first day of a Candidate's assignment, Abacus performs an arrival check-in to ensure the Candidate was prompt in reporting for assignment and ready and able to work. Other calls are placed to assess performance and to check on the need for further services of the candidate. Should an employee prove unsatisfactory, the individual is replaced immediately.

Following are some steps to measure and report the customer satisfaction:

- **Customized Performance Tracking and Reports** - Abacus utilizes our internal tool to track employee and client activities and assure quality. This program which is supported by a team of in-house technical experts gives Abacus the ability to create a wide variety of customized reports. Reports measure placements by area and agency, usage, turnover, and other quality performance indicators.
- **Service Performance Survey** - To monitor levels of service on an on-going basis, Abacus also conducts a monthly Service Performance Survey. This survey is distributed monthly and asks client managers to rate Abacus' performance on the following:
 - Responsiveness
 - Quality of placements
 - Accessibility
 - Accuracy and timeliness of billing
 - Reporting
 - Follow-up/Communication
 - Effective problem resolution
 - Achievement of business objectives
- **Account Management Review Survey** - As part of our commitment to continuous improvement throughout the life of our partnership, during the implementation process Abacus will work with our client to establish and agree upon KPIs. We recommend that a customized Account Management Review Survey be sent on a quarterly basis to end users. This survey enables Abacus to gather valuable feedback on program performance and customer support and provides us with a tool not only to gauge our performance, but also adjust our program periodically to meet the changing needs of your business.

Time needed to fill positions

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Generally, Abacus can fill clerical and light industrial positions within a 24-48-hour period and deliver the resume of a prescreened candidate to the County within that same time frame. We can also fulfill same- day orders. Turnaround times vary depending on the specific skills requested, availability of candidates based on local market conditions, screening requirements, the County's responsiveness, and the assignment start date, among other factors. The table below represents our typical turnaround times for County's skill areas:

| Service Area | Turnaround Time |
|---------------------------------|------------------------|
| Professionals | 24 hours |
| Technicians | 16 hours |
| Administrative | 16 hours |
| Support Skilled Craft | 12 hours |
| Workers | 16 hours |
| Service and Maintenance Workers | 24 hours |

The turnaround times above represent typical scenarios. Rest assured, however, that our primary objective is to meet your needs for temporary services on a timely basis-and our sourcing processes are designed to deliver on that commitment.

Assignment End

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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

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InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - 3) Provide that County will be an additional indemnified party of the subcontract;
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
 - 6) Assign all warranties directly to the County; and
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

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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.

| |
|------------------|
| AGREEMENT |
|------------------|

- 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 | 1.32 % |
| B | TECHNIICIANS | 1.32 % |
| C | ADMINISTRATIVESUPPORT | 1.30 % |
| D | SKILLED CRAFT WORKERS | 1.30 % |
| E | SERVICEAND MAINTENANCE WORKERS | 1.34% |

1

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.