

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 InstantServe LLC, Waco, TX ("Contractor"), (individually, "Party," collectively, "Parties").

### **WITNESSETH:**

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

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

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

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

#### **1. Definitions.**

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

#### **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 in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**4. Services**

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

**5. Term of Agreement**

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

**A. Term Extension -**

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

**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 not-to-exceed sum of \$1,137,500.00, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.]

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

C. **Travel Expenses** -

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

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

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

7. **Personnel**

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

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

**8. Termination**

**A. Contractor Default Provisions and Remedies of County**

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

**B. County Default Provisions and Remedies of Contractor**

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
  - i. the County fails to make timely undisputed payments as described in this Agreement.
  - ii. the County breaches Confidential Information Section of this Agreement; or
  - iii. the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience**

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

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**9. Time is of the Essence**

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

**10. Confidential Information and Public Records**

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

**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**

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

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

Should Supplier:

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

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

**14. Public Entities Crimes**

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

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**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 of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**16. County's Funding**

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

**17. Orders**

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

**18. Name Changes**

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

**19. Acceptance of Services**

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

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**20. Subcontracting/Assignment**

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

**21. Survival**

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

**22. Notices**

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

For County:

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

with a copy to:

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

For Contractor:

Att: Simartpal K. Khela, President  
InstantServe LLC  
PO Box 2011  
Waco, TX 76702

**23. Conflict of Interest**

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

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**31. Force Majeure**

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

**32. Entirety**

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

(Signature Page Follows)

**AGREEMENT**

**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**

**InstantServe LLC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

Name

Simratpal K. Khela

Print

Print Name

President

Title

Title

Date

04-15-2022

Date

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney

## AGREEMENT

### EXHIBIT A - STATEMENT OF WORK

#### 1. Approach/Statement of Work

##### Understanding Scope of Work

InstantServe understands that the county is seeking to get into a contract with a professional vendor for its Direct Hire Staffing Services on an as-needed basis. InstantServe understands County's goal and objective is to provide Direct-Hire Staffing Services for vacant hard-to-fill and executive-level positions on an as-needed basis. As mentioned in RFP. County wants direct hire services for non-civil service, leadership, and hard-to-fill civil service positions, by sourcing and recruiting qualified candidates based on the knowledge, skills, and abilities defined by the specific job description. Primary positions may include but are not limited to, Engineers, Information Technology, and executive leaders. InstantServe is capable of providing such positions on an as-needed basis.

InstantServe assists our clients in identifying the best talent for your organization and begins with us hiring and developing the best internal talent. We employ an expert hiring model to drive our success. Professionals at our branch offices have the expertise in building, leading, and delivering I.T.-specific project teams, best practices, and staffing programming. Our dedicated recruiters possess an average of over 6+ years of recruiting experience, bringing skills essential to collaborating and understanding your requirements—and delivering the best candidates to County. Our recruiters take a data-driven approach to talent sourcing, leveraging supply and demand data to analyze market dynamics and identify the most effective strategies for attracting the best candidates. Our internal recruiter communities keep our team abreast of current trends, provide access to resources, and enable immediate problem solving as well as creative innovation.

#### InstantServe, LLC recruitment team follows Quality oriented approach (ISO- 9001, 2015).

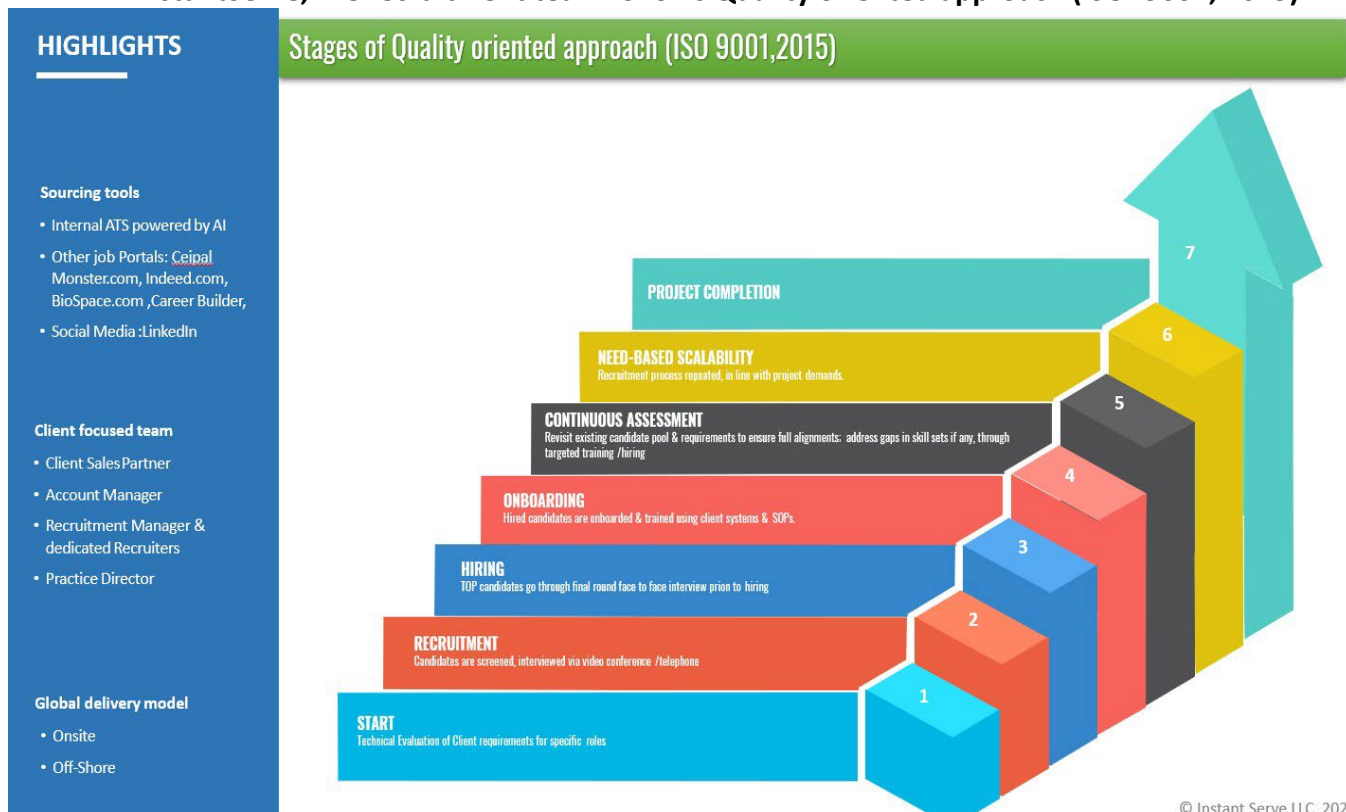


Figure 1: Stages of Quality oriented approach

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**Recruitment Process:** At InstantServe, we provide 360° staffing solutions to our clients, under the skilled guidance of experts with vast experience as Accountants, Finance Analyst, Program assistants, Administrative Support Coordinator, Executive Assistants, Management Analyst, Information Technology Technician, Information Technology Analyst, Facility Maintenance Worker categories as mentioned in RFP.

InstantServe is bidding for all the categories and has the required resources ready to hit the ground up and running. Our recruiters will work throughout the County effort to find qualified candidates and further develop our deep pool of qualified applicants, particularly those with system administration and database management skill sets. We have a collection of candidates ready for the State of Colorado, which we plan to utilize for the County requirements to meet the immediate requisitions. Our Recruitment Team, staffed with Alliance of Information and Referral Systems (AIRS) certified recruiters and Professional in Human Resources (PHR) and Society for Human Resource Management Certified (SHRM-CP) professionals, focuses their attention on all aspects of staffing and follows a defined recruiting process to meet clients' needs. Our typical lead time in locating resources is five days, and the lead time for onboarding is ten business days. InstantServe's resource support activities/features are mentioned in the table below.

Our unique Key Features and support services.	
<b>Applicant Tracking System</b>	Ceipal tool used to expedite and execute our overall hiring and onboarding process. CEIPAL enables us to shortlist candidates with the help of artificial intelligence with an accuracy rate of at least 95% out of the database of over 8 million pre-vetted candidates for different categories, industries, and sectors.
<b>Technology Usage</b>	Effective usage of technology to reduce error and increase productivity. Use of Robotic process automation for sourcing and recruiting candidates.
<b>Robotic Interviewer</b>	We add value by interviewing candidates as per the availability and recorded videos shared with hiring managers.
<b>Resource Forecasting</b>	InstantServe's PM will maintain a 3-month rolling forecast of staffing requirements that enables us to respond quickly to needs minimizing lead-time for onboarding staff.
<b>Resource Database</b>	Ceipal used to maintain a recruitment repository of over 250,000 qualified candidates.
<b>Visibility</b>	Our PM uses our Ceipal Tool to display progress status dashboards that reflect resource qualifications, skill sets, labor categories, and availability dates.
<b>External Recruiting Partners</b>	Used to facilitate niche and hard-to-fill requirements.
<b>Recruiting Scorecard</b>	PM has visibility to our recruiting timeline, and our recruiters are held accountable for the number of days it takes to fill a position.
<b>InstantServe Process</b>	Recruiting Process includes a database, dashboard, and scorecard tools that effectively minimize the lead-time to place resources supporting requisitions. The onboarding process includes orientations, Benefits Portal, quality service focus, standards for behavior, project tailored SDLC training, mentoring, and program documentation.

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We leverage established tools, repositories, and relationships aligned with the County requirements to execute and expedite this process. InstantServe's PM will work closely with the County leadership to forecast future needs and refine requirements to understand needs further and accelerate response times. This way, we can place the right talent on the right team at the right time. Finally, we bring visibility to the acquisition of talent. Using our Ceipal tool, our PM reviews Business Intelligence (B.I.) dashboards that provide insight into critical candidate pipelines and recruiting processes. This tool provides a real-time understanding of the talent marketplace against the County's emerging needs—such as the average time-to-hire in specific locations and I.T. categories.

As reflected below, InstantServe follows a detailed selection process to ensure that candidates possess the right qualifications, skills, and optimum interest and become successful resources for the County. We actively engage in every work to bring the right blend of experts and young innovative graduates. This approach allows us to locate the right staff quickly and efficiently, enhances specific recruiting reach for needed positions, and enables us to put forward the best possible personnel in support of the County. We integrate these partners into our recruiting and onboarding process. For example, when a partner supplies the candidate, the onboarding process is uniform with InstantServe to ensure that the individual receives an orientation on the County's mission, corporate culture, and role on the program.

Once our team confirms the County staffing needs (requisition and vacancy requirements), we follow our streamlined recruiting Process to present you with the right-fit candidate. We offer a well-defined, mature, and repeatable process for candidate recruitment. The description of each phase is explained below.

Phase	Team Assignments	Timeline	Description of Activities
<b>Understand the County Staffing Needs</b>	PM	Within 3 hours	InstantServe is continuously communicating with the County to ensure we are responsive to the County's needs. The InstantServe PM is closely monitoring any emails, texts, or phone calls where a Hiring Manager may have an urgent or upcoming need to initiate the fulfillment process immediately. As we build a trusted relationship, we will work with the County to proactively identify their needs ahead of time to be better prepared to respond to the requisitions when they are released. The goal is to initiate the requirement posting process instantly and no longer than one hour after notification.
<b>Develop Easy to Understand Position Descriptions (P.D.s)</b>	Account Manager	0 -4 hours	We work with our recruiters to develop P.D.s that attract the right talent. We find that well-developed P.D.s bring in better candidates. We train our recruiters and partners in the best practices of P.D. composition. We maintain a library of all developed P.D.s to speed this process and to show to users to help clarify requirements in Step 1.

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Phase	Team Assignments	Timeline	Description of Activities
<b>Source Candidates</b>	Recruitment Manager/ Recruitment Team	Within 2-3 days	We make use of multiple sources and activities to source candidates. InstantServe engages its vast network to provide the County with desired candidates quickly.  These include our recruiters' network, employee network, and sizeable nationwide partner network of specialty small businesses and I.T. staffing firms, and Direct Hire Services. We use our ATS to integrate and automate the concurrent efforts of each network.
<b>Qualify Candidates</b>	Recruitment Manager/AM/PM	Within 2-3 days	We use our ATS to track and document all interactions and notes regarding communication with potential candidates throughout the recruiting process. The ATS is compliant with County regulations and provides the PM and the recruiters with the ability and visibility to glance into the recruiting status (as the ATS allows), ratings, and the current state of candidates. We have successfully used an ATS and will apply the following qualification/screening processes for the County just as we have across all our staff augmentation engagements.
<b>Coordinate Customer Evaluation</b>	PM	Within 3-5 days	Once the applicant is identified as a high-quality candidate, our team will prepare the candidate's profile for submission to the County.
<b>Onboarding and Successful placement of the candidate</b>	HR/AM/PM	Within 2-3 weeks	Once the candidate is evaluated and selected by the County, we will begin onboarding activities. At this point, our Human Resources team performs the following functions: <ul style="list-style-type: none"> <li>• Issues and receives a signed offer letter.</li> <li>• Conducts and verifies satisfaction of a background check and any additional reference checks, as required.</li> <li>• Employment verification.</li> <li>• New hire orientation, including validation of I-9 forms, enrollment in benefits, and provisioning of property (e.g., laptop) and system access.</li> </ul>

**A. Provide a number of resources (people, platforms, tools, etc.) used to source passive candidates.**

In our database, we have over 8 million profiles segregated according to industries, skills, experience, and locations that matching to the County's requirements, and thousands of pre-vetted candidates that match the skill sets required by the County in our resume pool. We have accumulated these resources by working with several public sector clients including the local government customers.

We have been providing direct hire staffing services (non-civil service, leadership, and hard-to-fill civil service positions, by sourcing and recruiting qualified candidates based on the knowledge, skills, and abilities defined by the specific job description. Primary positions may include but are not limited to, Engineers, Information

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Technology, and executive leaders) similar to these required under this RFP over the past 6+ years. InstantServe has both, a regional and national presence and access to a large pool of skilled resources. This gives us a unique advantage to bring on board experienced and diverse professionals with a specific skill set to meet project requirements on short notice. We have a goal to place and achieve a workforce of qualified diverse candidates. We are able to successfully achieve this goal by attracting a variety of employees by offering an elite benefit plan. We invest in the benefits of our employees, as well as the work environment, career training, and award recognition.

InstantServe is capable of servicing the Direct Hire Staffing Services (non-civil service, leadership, and hard-to-fill civil service positions Primary positions may include but are not limited to, Engineers, Information Technology, and executive leaders.) requirements under this solicitation as we establish strategic processes and proven search methodology backed by the rich experience of our team. Our methodology provides us with a unique capability to address the prime requirements of our clients to provide not only high-quality best-suited resources but also a quick turnaround time. InstantServe's resource support activities and capabilities are mentioned in the table below:

- **In-house Applicant Tracking System (ATS) – Ceipal:** Ceipal tool used to expedite and execute our overall hiring and onboarding process. CEIPAL enables us to shortlist candidates with the help of artificial intelligence with an accuracy rate of at least 95% out of a database of over **8 million pre-vetted candidates** for different categories, industries, and sectors.
- **Technology Usage:** Effective usage of technology to reduce error and increase productivity. Use of Robotic process automation for sourcing and recruiting quality candidates.
- **Robotic Interviewer (Our unique features):** Robotic Interviewer adds value by conducting interviews with candidates as per their availability and recorded videos are shared with hiring managers.
- **Resource Forecasting:** InstantServe's Project Manager (PM) will maintain a 3-month rolling forecast for Direct Hire Staffing Service



**Figure 2: InstantServe – Value additions**

requirements that enables us to respond quickly to requirements minimizing lead-time for onboarding staff.

- **Team Participation:** Entire Team (includes Subcontractors and University partners) participates in submitting personnel, ensuring best personnel are staffed to fill positions.
- **Resource Database:** Ceipal used to maintain a recruitment repository of over 250,000 qualified candidates.
- **Visibility:** Our PM uses our Ceipal Tool to display progress status dashboards that reflect resource qualifications, skill sets, IT categories, and availability dates.
- **External Recruiting Partners:** Used to facilitate niche and hard-to-fill requirements. Also, we have filled niche roles in the past through referrals from our consultants.
- **Recruiting Scorecard:** PM has visibility to our recruiting timeline, and our recruiters are held accountable for the number of days it takes to fill a position.

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- **InstantServe Process:** Recruiting Process includes a database, dashboard, and scorecard tools that effectively minimize the lead-time to place resources in support of requisitions. The onboarding process includes orientations, Benefits Portal, quality service focus, standards for behavior; project tailored SDLC training, mentoring, and program documentation.

**B. Demonstration of robust candidate pipeline and industry-related networking.**

InstantServe understands that recruiting can be unpredictable, with even the most seasoned recruiting professionals experiencing peaks and valleys trying to hire top talent is very common. When it comes to the scarcity of tech talent, it can be a real challenge to build and maintain a robust pipeline of great candidates, InstantServe mitigates this challenge by following a very structured approach perfected over the years to assure success and a superior experience for its customers.

InstantServe, always maintains an active pool of candidates, since it's easier to close people who have the same level of urgency as you, in other words, are looking for a job actively. This will assure that InstantServe will generate higher connect rates with the right candidates, see exactly what they're looking for and the status of their searches.

Our in-house Applicant Tracking System (ATS) – CEIPAL, tool is used to expedite and execute our overall hiring and onboarding process. CEIPAL enables us to shortlist candidates with the help of artificial intelligence with an accuracy rate of at least 95% out of a database of over 8 million pre-vetted candidates for different categories, industries, and sectors. This kind of precision increases sourcing speed lowers our time to fill and helps us predict our pipeline better.

InstantServe knows that candidate experience is critical to our success. We have learned over the years that tech candidates especially those that have high-demand skillsets and experience require a personal touch to feel comfortable with their searches. By creating personalized messaging and knowing how to connect on a genuine one-to-one basis with our candidates, InstantServe generates the much-needed trust and increases our chances of closing the perfect fit for our needs.

InstantServe has a very experienced and seasoned team of in-house recruiters who are regularly trained and upskilled in not just the technical skills but also the soft skills and other nuances of the trade. For example, there's no doubt that skills and experience are vital to talent searches, but the more we know about each candidate on a personal and professional level, the better we can home in on the right talent and find the right matches. Many profiles tell us what the candidate has done in the past, but profiles that are more forward-looking give us clear insights into what really drives and motivates them, the intent behind their searches, and where they are trying to go in their career. InstantServe coaches and mentors to hard code the principle that we're hiring a whole person, not a combination of keywords and skills.

Key insights like these and the extensive use of technology enables us to always have a ready and robust pool of candidates. InstantServe has all the tools and resources in place to leverage the power of real-time data to improve business results. Wherever possible, we use validated market data, to ensure that both InstantServe and the candidate will get full visibility into the hiring value of each position and full transparency into the process. This transparency helps us improve our acceptance rates and contribute to the predictability of our pipeline.

**C. Provide breadth and depth of the firm's sourcing network and relationship branding.**

We have extensive experience in providing the ideal staffing services. At InstantServe, our recruiters are trained in the art of locating the necessary talent for our clients and every task will be handled in a professional manner by

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our team. Each recruiter has been trained extensively on all skill sets and they have gained additional training in the skill sets of the clients that they will be servicing. Our recruiters have been trained to fully and completely understand the requirements that are requested. By understanding the requirements (skills, education, and technical language) they can interview the candidate thoroughly to determine the candidate's capabilities to perform the tasks.

Once a job order is received, InstantServe will analyze the job duties, skills/training required, work hours, location, and estimated duration of the assignment. The assigned Project Manager(s) will issue this to the appropriate recruiters. All requirements will be assessed, such as qualifications, skills, background, experience, work history, dependability, and the appropriateness of the candidate.

We implement and welcome a diverse pool of candidates. It is found that achieving our business goal to submit an ideal candidate relies on our ability to achieve workforce diversity. To ensure that diversity is implemented, our recruiters and officials who select the ideal candidates are required to work closely with County and human resources. This emphasis is placed on the recruiting process. To ensure that our recruiters are able to reach a diverse pool of applicants, we perform the following activities:

- Post jobs with a variety of networks
- Search for ideal candidates by networking online and with professionals
- Obtain employee referrals
- Attend Career fairs
- Obtain information about quality candidates at Conferences
- Accessing the sources of professional associations

Our recruiters are dedicated to finding the best talent. Their dedication has allowed us to successfully fill difficult positions for our current clients. In order to ensure that only the top talent that is qualified for the position reaches our hiring managers, we established the following steps:

- We ask knock-out questions that would allow us to wade out the candidates that aren't necessarily fit for the position. Such as questions that would require them to explain their experience and skills in an in-depth manner.
- Phone interviews are established by our team of recruiters to elaborate on their qualifications, education, and their past experience in regard to the position.
- Feedback loops are refined in the search between the manager and the recruiter.

The recruiters that have completed our so designed on-site programs and online courses to ensure that our recruiters are trained in the process of interviewing accurately implement these steps. In the event that an assignment ends for any reason, we will conduct an exit interview with the candidate in order to not only provide information to the County on the work environment but also to ensure continuous improvement of our recruiting and retention programs. The goal at InstantServe is to submit qualified professionals to all job orders within 24 to 48 hours. We believe that we have successfully completed this goal by the experience of our managerial staff and the training that we provide to our recruiters. It is an honor to successfully complete the requested needs of our clients. We value the relationships that we establish with our clients and we believe in satisfying their requests. Our goal is to deliver the 'right person, at the 'right price' and 'right time will allow our team to successfully begin the project in an adequate amount of time to deliver now' In addition to locating the 'right person for the County, we perform screenings on each candidate to help determine that the ideal candidate is selected for the position.

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**EXHIBIT C - PAYMENT SCHEDULE**

Proposal Title: Direct Hire Staffing Services

Proposal No. 22-193-P(LN)

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

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

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**EXHIBIT D - PAYMENT/INVOICES**

**PAYMENT/INVOICES:**

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

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

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

**INVOICE INFORMATION:**

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

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

**Invoice Date** Creation date of the invoice

**Invoice Number** Company tracking number

**Shipping Address** Address where goods and/or services were delivered

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

**PO Number** Standard purchase order number

**Ship Date** Date the goods/services were sent/provided

**Quantity** Quantity of goods or services billed

**Description** Description of services or goods delivered

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

**Line Total** Amount due by line item

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

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

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

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

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

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