



## ADDENDUM NO. 1

Issue Date: December 20, 2021

Project Name: Temporary Staffing Services

Bid Number: 2022017

Bid Opening Date: **January 7, 2022**

This addendum is being released to answer questions received to date. The information and documents contained in this addendum are hereby incorporated in the invitation to bid. **This addendum must be acknowledged on the bid form, or the bid may be declared non-responsive.**

### Questions and Answers

1. Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services. **Explained in Scope of Work.**
2. Can you please let us know the previous spending of this contract? **\$5,400 in the first year of the contract (to a provider not renewed), \$1,000 to HireQuest Direct.**
3. Please confirm if we can get the proposals or pricing of the incumbent(s). **See attached for prior Bid documentation.**
4. Are there any pain points or issues with the current vendor(s)? **Previous vendors whose contracts were not renewed could not provide staff as requested or meeting qualifications needed.**
5. Please confirm the anticipated number of awards. **Multiple awards will be made, no set number identified.**
6. Can you please provide us with an estimated or NTE budget allocated for this contract? **As needed, with no estimate or NTE.**
7. What is the place of performance of the candidate? **Any County facility. Addresses available at [www.ircgov.com](http://www.ircgov.com).**
8. What are the evaluation criteria? **Lowest, responsive, responsible bidders.**
9. Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name? **Explained in Scope of Work.**
10. If there is an incumbent for this contract, is the incumbent eligible to submit the proposal again? **The incumbent is eligible to bid.**
11. Are there any pain points or issues with the current vendor(s)? Could you please share the previous spending on this contract, if any? **Please see response for question 4 above.**
12. Is there any mandatory subcontracting requirement for this contract? If yes, is there any specific goal for the subcontracting? **No.**

Addendum 1

13. What is the total number of resources who are currently working on this project? Please let us know their position name and hourly rate. **Currently, this is zero.**
14. Considering the current COVID-19 pandemic situation, if the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets? **Qualified personnel need to be available when services are requested.**
15. Are hourly rate ranges acceptable for proposed personnel? **No. Only a fixed percentage markup for each category bid will be acceptable. Bids with ranges will be rejected.**
16. Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance? **No remote work is anticipated.**
17. Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes? **Resumes characteristic of your available staff are preferred.**
18. How many people are currently working onsite and offsite? **Zero.**
19. Could you please provide the list of holidays? **Please see attached 2022 Holiday Schedule.**
20. Are there any mandated Paid Time Off, Vacation, etc.? **Any requirements are provided in the scope.**

**Attached Documents**

Agreement HireQuest Direct  
Fully Executed First Extension  
2022 Holiday Schedule

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## Agreement

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**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Hire Quest Direct (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Temporary Staffing Services

### **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Temporary Staffing Services
Bid Number:	2021008
Project Address:	Various facilities throughout the County

### **ARTICLE 3 - CONTRACT TIMES**

The initial term of this award is from January 19, 2021 through September 30, 2021, with two one-year renewals available.

### **ARTICLE 4 - CONTRACT PRICE**

4.01 Work shall be completed at the prices provided in the Contractor's bid, and as modified by amendment to this agreement.

4.02 All services provided by the CONTRACTOR for the OWNER shall be identified in Work Authorization and performed in a timely, efficient, cost effective manner. Work Authorization shall include a description of services to be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum maximum amount not to exceed task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

4.03 Whenever the term "Work Authorization" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by both the OWNER and the CONTRACTOR by which the OWNER accepts Contractor's proposal for specific services and CONTRACTOR indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Purchase Order must be fully executed by the OWNER.

4.04 Services related to any individual Work Authorization which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Authorization shall be Services for which the Contractor must obtain the prior written approval of the OWNER as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Work Authorization, and when properly authorized and executed by both the CONTRACTOR and the OWNER shall become an amendment to the Work Authorization or a new Work Authorization, at the sole option of the OWNER.

4.05 A Work Authorization shall not give rise to any contractual rights until it meets the foregoing requirements. Each specific Work Authorization, as approved by the OWNER, shall be an addendum to this Agreement. Nothing contained in any Work Authorization shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Authorization as if fully set forth therein.

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 CONTRACTOR shall invoice OWNER weekly for services under each Work Authorization. All payments for services shall be made to the CONTRACTOR by the OWNER in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). Upon a determination of satisfactory completion, the OWNER Project Manager will authorize payment to be made.

**ARTICLE 6 - INDEMNIFICATION**

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the



Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to 10, inclusive);
- (2) Work Authorization(s);
- (3) Certificate(s) of Liability Insurance;
- (4) Invitation to Bid 2021008;
- (5) Addenda (numbers 1 to 2, inclusive);
- (6) CONTRACTOR'S Bid Form (pages 14 to 16, inclusive);
- (7) Drug Free Workplace Form (page 17);
- (8) Affidavit of Compliance (Addendum 2);
- (9) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages 18 to 19, inclusive);
- (10) Certification Regarding Prohibition Against Contracting with Scrutinized Companies (page 20);

(11) Certification Regarding Lobbying (page 21);

(12) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a) Written Amendments;
- b) Work Change Directives;
- c) Change Order(s).

**ARTICLE 9 - MISCELLANEOUS**

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**  
**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**  
**Indian River County Office of the County Attorney**  
**1801 27<sup>th</sup> Street**  
**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**ARTICLE 10 – FEDERAL CLAUSES**

10.01 OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

- A. **Compliance with the Contract Work Hours and Safety Standards Act:**
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such



laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**B. Clean Air Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**C. Federal Water Pollution Control Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.



**D. Energy Policy and Conservation Act:**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**E. Suspension and Debarment:**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**F. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended):**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**G. Procurement of Recycled/Recovered Materials:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**H. Access to Records:**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide OWNER, State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. **DHS Seal, Logo, and Flags:**

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

J. **Compliance with Federal Law, Regulations, and Executive Orders:**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

K. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. **Program Fraud and False or Fraudulent Statements or Related Acts:**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

M. **AFFIRMATIVE STEPS:**

CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Article 11: TERMINATION OF CONTRACT**

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

- (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
- (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
- (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
- (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or



- (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
  - (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.



OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

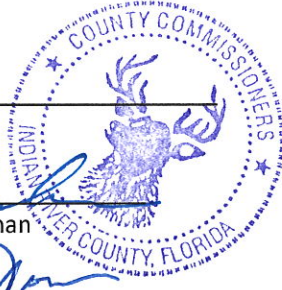
OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

**OWNER:**

INDIAN RIVER COUNTY

By:   
Joseph E. Flescher, Chairman  
By:   
Jason E. Brown, County Administrator



**CONTRACTOR:**

HIRE QUEST DIRECT

By: CHRIS EDICK  
(Contractor)  
  
(CORPORATE SEAL)

Attest 

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By:   
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest:   
Deputy Clerk

(SEAL)

**Designated Representative:**

Name:  
Title:  
Address:  
Phone  
Email

Address for giving notices:  
402 N US Hwy 1  
Fort Pierce, FL 34950

License No. N/A  
(Where applicable)

Agent for service of process: CHRIS EDICK

**Designated Representative:**

Name: CHRIS EDICK  
Title: Regional Manager  
Address:  
402 N US Hwy 1  
Fort Pierce, FL 34950  
Phone: 772-260-2929  
Email: CHRIS.EDICK@HIREQUESTLLC.COM

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)



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**Exhibit 1 – Pricing**

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**Bid Form**

**Temporary Staffing Services**

Bid #: 2021008  
 Bid Opening Date and Time: November 4, 2020 2:00 P.M.  
 Bid Opening Location: Purchasing Division  
 1800 27<sup>th</sup> Street  
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
# 1	10/15/20
# 2	10/29/20

Bidders are not required to provide pricing on every category. Please mark N/A for personnel categories you do not wish to provide. In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

Workforce Category	Hourly Rate
1. Administrative Support – General	\$ 14.00
2. Administrative Support – Advanced	\$ 19.50
3. Labor Support	\$ 12.75

Will your company extend these prices to other governmental agencies within the State of Florida? Yes  No

- W-9 is attached
- Occupational License is attached
- Specimen Insurance Certificate is attached



October 30, 2020

Indian River Co. Purchasing Div.  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

**AUTHORIZATION TO ACCEPT BIDS AND CONTRACTS SIGNED BY  
CHRIS EDICK**

This letter serves as confirmation that Chris Edick is an authorized representative for Hire Quest and Hire Quest Direct. He has the authority to sign contract agreements and bids for our company.

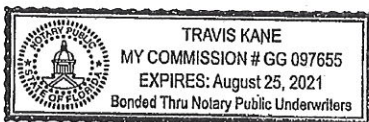
*Signed*

Jarrett Lindon – Director of Natl. Accounts

The foregoing authorization was Sworn to and subscribed before me this 30 day of October, 2020, by Jarrett Lindon who is personally known to me.

My commission expires: 8-25-21

Notary Public State of Florida



111 Springhall Drive • Goose Creek, SC 29445  
Phone: 843-723-7400 • Toll Free: 800-835-6755 • Fax: 843-577-5742  
www.hirequest-direct.com • www.hirequestllc.com • www.hirequest-online.com

**FIRST EXTENSION AND AMENDMENT TO AGREEMENT  
FOR TEMPORARY STAFFING SERVICES**

This First Extension and amendment to that certain Agreement to provide temporary staffing services is entered into effective as of September 21, 2021, by and between Indian River County, a political subdivision of the State of Florida ("County") and HireQuest Direct ("Contractor").

BACKGROUND RECITALS

**WHEREAS**, the County and the Contractor entered into an Agreement for Temporary Staffing services effective January 19, 2021; and

**WHEREAS**, Article 3 of the Agreement contains the term and renewal provisions; and

**WHEREAS**, the first term commenced effective as of January 19, 2021 and will expire on September 30, 2021; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional one-year period; and

**WHEREAS**, the parties desire to amend the bid prices as referenced in Article 4 – Contract Price;

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this First Extension.
2. The first renewal term shall commence effective October 1, 2021 and shall end on September 30, 2022; one additional renewal term is available beyond this first renewal.
3. Exhibit A Pricing is amended to reflect Administrative Support – General at \$15.25 per hour; Administrative Support – Advanced at \$20.75 per hour, and Labor Support at \$14.42 per hour, effective September 30, 2021.
4. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.



IN WITNESS WHEREOF, the parties have caused this First Extension and Modification to be executed effective the day and year first set forth above.

HireQuest Direct

By: [Signature]  
Printed name: CHRIS EDICK  
Title: Regional Manager

(Corporate Seal)

Date: 9-21-21

INDIAN RIVER COUNTY, FLORIDA.  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Joseph E. Flescher, Chairman



Attest: Jeffrey R. Smith, Clerk of Circuit Court  
And Comptroller

By: [Signature]  
Deputy Clerk

Approved:

[Signature]  
Jason E. Brown  
County Administrator


Approved as to form and legal sufficiency:

[Signature]  
William K. DeBaal  
Deputy County Attorney

**INDIAN RIVER COUNTY  
INTER-OFFICE MEMORANDUM**

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TO: Jason Brown  
County Administrator

FROM: Suzanne Boyll   
Human Resources Director

DATE: July 9, 2021

SUBJECT: 2022 Holiday Schedule

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The following is the schedule of holidays for Indian River County employees for 2022:

<u>Holiday</u>	<u>County Observance</u>
New Year's Day	Friday, December 31, 2021 (observed)
Martin Luther King Jr. Day	Monday, January 17, 2022
Good Friday	Friday, April 15, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Eve	Friday, December 23, 2022 (observed)
Christmas Day	Monday, December 26, 2022 (observed)
<b><i>New Year's Day</i></b>	<b><i>Monday, January 2, 2023 (observed)</i></b>

By:   
Jason Brown, County Administrator

  
Date