

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: FB-02108
 TERM OF CONTRACT 1 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Temporary Employee Services

Description: The purpose of this solicitation is to establish a contract for the purchase of temporary employee services in conjunction with the County's needs on an as needed when needed basis.

Issuing Department: Internal Services
 Contact Person: Natalya Vasilyeva
 Phone: (305) 375-4725
 Estimate Cost: \$500,000
 Funding Source: GENERAL FEDERAL OTHER
 Federal

ANALYSIS

Commodity Codes:	<u>964</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u> </u>	<u> </u>	<u> </u>		
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>		
Contract Value:	<u> </u>	<u> </u>	<u> </u>		
Comments:	<u> </u>				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>

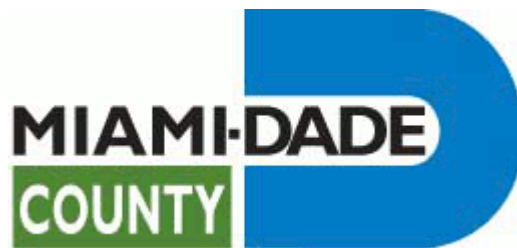
Basis of recommendation:

Signed: Natalya Vasilyeva
 Date sent to SBD: 09/27/2021
 Date returned to DPM:

Solicitation FB-02108

TEMPORARY EMPLOYEE SERVICES

Solicitation Designation: Public



Miami-Dade County

Solicitation FB-02108 TEMPORARY EMPLOYEE SERVICES

Solicitation Number **FB-02108**
 Solicitation Title **TEMPORARY EMPLOYEE SERVICES**

Solicitation Start Date **In Held**
 Solicitation End Date **Sep 30, 2021 6:00:00 PM EDT**
 Question & Answer End Date **Sep 27, 2021 2:00:00 PM EDT**

Solicitation Contact **Natalya Vasilyeva**
Procurement Contracting Officer 3
ISD - Strategic Procurement Division
305-375-4725
Natalya.Vasilyeva@miamidade.gov

Solicitation Contact **Jessica Tyrrell**
Procurement Contracting Manager
ISD
305-375-4029
tyrrell@miamidade.gov

Solicitation Contact **Jonathan Desvergunat**
Procurement Contracting Officer 2
Internal Services Department
305-375-5375
ides@miamidade.gov

Contract Duration **See Bid Documents**
 Contract Renewal **See Bid Documents**
 Prices Good for **See Bid Documents**

Solicitation Comments **The purpose of this solicitation is to establish a contract for the purchase of temporary employee services in conjunction with the County's needs on an as needed when needed basis.**

Item Response Form

Item **FB-02108--01-01 - Temporary Accountant**
 Quantity **4160 hour**
 Unit Price
 Delivery Location **Miami-Dade County**

Miami-Dade Fire Rescue

9300 NW 41st St

Doral FL 33178

Qty 4160

Description

Estimated engagement: 2 STAFF, each at 40 Hours per week (Monday-Friday from 09AM-05PM) x 52 weeks.

Reporting to MDFR HQ (9300 NW 41st Street, Doral, FL 33178).



MIAMI-DADE COUNTY, FLORIDA

I N V I T A T I O N T O B I D
(I T B)

GENERAL TERMS AND CONDITIONS:

All General Terms and Conditions of Miami-Dade County Procurement Contracts are posted online. Bidders that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant contract. These general terms and conditions are considered non-negotiable. The general terms and conditions include important instructions and requirements that affect all bids. By submitting a bid for a Miami-Dade County solicitation a bidder attests to its understanding of these General Terms and Conditions.

All applicable terms and conditions pertaining to this solicitation and resultant contract(s) may be viewed online at the Miami-Dade County, Strategic Procurement Division's webpage by clicking on the below link:

<https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r21-2.pdf>

NOTICE TO ALL BIDDERS:

Bids are to be submitted electronically through a secure mailbox at BidSync (www.bidsync.com) until the date and time indicated in the BidSync Solicitation End Date published in BidSync and in this solicitation document. It is the sole responsibility of the Bidder to ensure that its bid is in BidSync before the solicitation deadline. There is no cost to the Bidder to submit a bid for a Miami-Dade County solicitation via BidSync. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning this solicitation, use the question/answer feature provided within the solicitation by BidSync, at www.bidsync.com. Questions of a material nature must be received prior to the date and time of the BidSync Solicitation Question & Answer End Date specified in the solicitation. Material changes, if any, to the solicitation will be made only by written addendum (see Addendum Section of BidSync site).

Bidders must allow sufficient time to complete online forms and upload all bid documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the date and time of the BidSync Solicitation End Date, or the system will stop the process and the submission will be considered late and will not be accepted.

No part of a bid can be submitted via hardcopy, email, or fax.

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of temporary employee services in conjunction with the County's needs on as needed when needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the twelfth month.

2.3 METHOD OF AWARD

Award of this contract will be made to one (1) responsive, responsible bidder on a line basis who submits an offer and whose offer represents the lowest price.

In accordance with Section 1, paragraph 1.3 (F) Alternate bids are NOT allowed.

2.4 SUBMITTAL REQUIREMENTS

Bidder(s) shall submit following documents, however the County reserves the right to request additional information in accordance with Section 1, paragraph 1.5(L)

Item #	Description	Submittal Date
1	Copies of the temporary accounting personnel Resumes (2 Staff)	At the time of bid submittal, in BidSync.
2	As a proof of satisfactory performance record, to demonstrate experience and expertise, Bidder shall submit a Reference Form (see Section 4) with at least one references to which the bidder has provided similar services.	At the time of bid submittal, in BidSync.
3	Byrd Anti-Lobbying Amendment Certification Form (see Section 4)	At the time of bid submittal, in BidSync.
4	Suspension and Debarment Certification Form (see Section 4)	At the time of bid submittal, in BidSync.

2.5 QUALIFICATIONS OF TEMPORARY EMPLOYEES

Awarded Bidder shall provide individual(s) who at a minimum, meet the qualifications (see Section 3) and have the knowledge, formal education, training, licenses, skills, and abilities as outlined in the Scope of Services (see Section 3). If requested by the County department, the awarded Bidder shall provide references, documentation, and information concerning required licenses, educational level, and/or employment experience of the individual within one (1) working day after requested by the County department. In the event that any individual assigned to any department in the County by the awarded Bidder is found to be unqualified for his/her specific assignment, the County will notify the awarded Bidder who shall dismiss such employee as requested by the County. Miami-Dade County will be the sole judge of qualification and its decision shall be final.

2.6 LIMITATIONS OF OPERATIONS

With the expectations noted in the Technical Specifications(see Section 3), and Special Conditions of this solicitation, the majority of temporary accounting services will be needed between hours of 09:00AM and 05:00PM, Monday through

Fridays. A typical work week shall consist of forty (40) hours. However, the awarded vendor may be requested to provide the services requested outside of standard working hours.

2.7 COUNTY OBSERVED HOLIDAYS

Awarded Bidder shall not provide any personnel to perform services to the County department on holidays officially observed by the County, unless such services are approved in writing by the County. If such services are required on official holidays observed by the County, the County will notify the vendor in advance. Holidays currently observed by Miami-Dade County can be found via link: <https://www.miamidade.gov/global/humanresources/holidays.page>

NOTE: Holidays shall be billed at the regular hourly billing rates. No additional allowances will be given for Holidays worked.

2.8 HOURLY BILLING RATE

The hourly billing rate quoted shall include but not be limited to full compensation, any necessary equipment, Federal Insurance Contribution Act (FICA), Medicare, State Unemployment Tax Act (SUTA), Federal Unemployment Tax Act (FUTA), Worker's Compensation and Liability Insurance, Unemployment Compensation, Administrative, Overhead, Profit and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. Awarded Bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida.

NOTE: Overtime will be considered only when previously approved by the County in writing and after forty (40) hours of work per week by the individual according to the Fair Labor Standards Act (FLSA).

2.9 OVERTIME

Compensation to the awarded Bidder for hourly work during regular hours is a fully burdened rate and includes all costs of doing business as well as profit. Overtime may be billed by the vendor only if the overtime hours were previously approved by the County in writing and after the vendor's employee has worked 40 hours in a week in accordance with the Fair Labor Standards Act (FLSA). For any overtime approved by the County, the County will pay an overtime premium, per hour, that includes only the actual incremental pay to the employee's hourly rate for overtime.

2.10 COMPLIANCE WITH FEDERAL REGULATIONS

When the products and services acquired under this solicitation will be purchased, in part or in whole, with federal funding the following clauses within this solicitation shall not apply:

- Section 1, Paragraph 1.10 (Local Preferences)
- Section 1, Paragraph 1.27 (Office of the Inspector General Fee)
- Section 1, Paragraph 1.35 (County User Access Program-UAP)
- Section 1, Paragraph 1.43 (Small Business Contract Measures)
- Section 1, Paragraph 1.44 (Local Certified Service-Disabled Veteran's Business Enterprise Preference)
- Section 1, Paragraph 1.46 (First Source Hiring Referral Program)

The following provisions shall be applicable to the Contract:

2.10.1. EQUAL EMPLOYMENT OPPORTUNITY. (Applicability - Construction Work)

- (1) In connection with the performance of this Contract, the Awarded Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin. The Awarded Bidder shall take affirmative action to ensure that applicants are employed, and that

employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Awarded Bidder further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Awarded Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provide setting forth the provisions of this non-discrimination clause.

- (2) The Awarded Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Awarded Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Awarded Bidder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Awarded Bidder's legal duty to furnish information.
- (4) The Awarded Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Awarded Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Awarded Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Awarded Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Awarded Bidder's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Awarded Bidder will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Awarded Bidder's vendors and subcontractors. The Awarded Bidder will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

2.10.2. DAVIS-BACON ACT, AS AMENDED. (40 U.S.C. § 3141-3148) and **COPELAND "ANTI-KICKBACK" ACT.** (18 USC § 40 U.S.C. 3145). (Applicability: Construction Contracts over \$2,000) **These provisions do not apply to this Contract.**

2.10.3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704. (Applicability: Contracts over 100,000 involving employment of mechanics, laborers, and construction work)
Compliance with Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No awarded Bidder 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such awarded Bidder 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. Miami-Dade County 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 awarded Bidder 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 (b)(2) of this section.
 - (4) The awarded Bidder or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section."

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The awarded Bidder or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the awarded Bidder or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the awarded Bidder or subcontractor will permit such representatives to interview employees during working hours on the job.

2.10.4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD. This provision does not apply to this Contract.

2.10.5. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the **FEDERAL WATER POLLUTION CONTROL ACT**, as amended, 33 U.S.C. §§ 1251-1387. (Applicability: Contracts greater than \$150,000)

- (1) The Awarded Bidder 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. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Awarded Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Awarded Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Action: The awarded Bidder 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.

The awarded Bidder agrees to report each violation to Miami-Dade County and understands and agrees that Miami-Dade County will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The awarded Bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

2.10.6. ENERGY CONSERVATION. Awarded Bidder 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 (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

2.10.7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. 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 Awarded Bidder is required to verify that none of the Awarded Bidder, 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). The Awarded Bidder 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. This certification is a material representation of fact relied upon by the County. If it is later determined that the Awarded Bidder 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Awarded Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and throughout the Contract period. The Awarded Bidder also agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.10.8. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Awarded Bidders who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to federal awarding agency.

2.10.9. PROCUREMENT OF RECOVERED MATERIALS. (Applicability: Contracts over \$10,000)

In the performance of this Contract, the Awarded Bidder shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/frequent-questions-about-comprehensive-procurement-guideline-cpg-program>

2.10.10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on

Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the awarded Bidder and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
- or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions. (1) This clause does not prohibit awarded Bidders from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the awarded Bidder identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the awarded Bidder is notified of such by a subcontractor at any tier or by any other source, the awarded Bidder shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Awarded Bidder shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the awarded Bidder shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment

or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Awarded Bidder shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

2.10.11. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the awarded Bidder should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

It is the intent of Miami-Dade County and the Awarded Bidder that this Agreement include and incorporate all requirements under all applicable State or Federal law, rules, regulations, or standards as may be needed such that this Agreement is eligible for state or Federal reimbursement. All such laws, rules, regulations, or standards, to the extent not expressly included herein, are deemed incorporated into this Agreement, and Awarded Bidder shall comply with same as if same were expressly included herein.

2.10.12. AFFIRMATIVE SOCIOECONOMIC STEPS: CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), Miami-Dade County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. 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;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5)- as listed above to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2.10.13. ACCESS TO RECORDS.

In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- a. The Awarded Bidder agrees to provide Miami-Dade County, the FEMA Administrator, the Comptroller General of the United States, Inspectors General of the United States, the Florida Auditor General, the Chief Inspector General of the State of Florida, the Florida Division of Emergency Management, or any of their authorized representatives access to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Awarded Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Awarded Bidder 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.
- d. The Awarded Bidder agrees to retain its books, documents, papers and records of Awarded Bidder pertinent to this Contract for a period of five (5) years from the date of expiration of this Contract; provided, however, that the following are exceptions to this five (5) year requirement:
 - i. If any litigation, claim or audit is started before the expiration of the five (5) year period and Awarded Bidder is notified of same, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken;

- ii. Where Awarded Bidder is notified in writing to extend the retention period, then the record must be retained for the additional times requested by the government; and
- iii. Where Awarded Bidder transfers all records to the County at the completion of the Contract as set forth in and in accordance with Section W herein, then Awarded Bidder is not required to retain records for the five (5) year period as herein required and shall instead comply with the requirements of Section W below.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Miami-Dade County and the Awarded Bidder acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.10.14. PROGRAM FRAUD AND FALSE OF FRAUDULENT STATEMENTS OF RELATED ACTS. The Awarded Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Awarded Bidder's actions pertaining to the Contract.

2.10.15. DHS SEAL, LOGO, AND FLAGS. The Awarded Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Awarded Bidder shall include this provision in the any subcontracts.

2.10.16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Awarded Bidder will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.10.17. 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, Awarded Bidder, or any other party pertaining to any matter resulting from the Contract.

2.10.18. CHANGES. The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract. All changes to the method, pricing, or schedule of work must be reasonable and the Awarded Bidder shall not present any claim which is not allowable or allocable under any FEMA rule, requirement, or standard. The Awarded Bidder shall present all full and complete written justifications, including cost or schedule documentation, supporting any request for a change to the Agreement at the direction of the County, and shall certify any such request for a change pursuant to the County's False Claims Ordinance, 21-255 et seq of the Miami-Dade County Code.

2.10.19. NO OBLIGATION BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT. The Florida Division of Emergency Management and the State of Florida are not parties to this Contract and are not subject to any obligations or liabilities of the County, Awarded Bidder, or any other party pertaining to any matter resulting from the Contract. The Awarded Bidder agrees to hold harmless and indemnify the Florida Division of Emergency Management, the State of Florida, the United States of America, FEMA, the County, and their employees and/or awarded Bidders from and against all liability and claims of whatever nature by third parties arising from this Contract or the performance of work arising from this Contract

Awarded Bidder and Bidder's employees shall conform to all Federal, State and County regulations while in performance of this contract. Any individual found not to conform shall not be allowed to start work or if started, shall be required to leave the job site immediately. Continued violations by an awarded bidder shall result in the immediate termination of that bidder from the contract.

2.11 ADDITIONAL POSITIONS/SERVICES MAY BE ADDED

Although this solicitation identified specific positions/job classifications, it is hereby agreed and understood that additional positions/services/job classifications can be added to this contract at the option of the County. When required by the pricing structure of the contract, awarded Bidder under this contract shall be invited to submit price quotes. If these quotes are determined to be fair and reasonable, then the additional positions/services will be awarded to the current contract Bidder by formal modification of the award sheet.

The County may determine to obtain price quotes for the additional positions/services from other bidders in the event that fair and reasonable pricing is not obtained from the current contract Bidder, or for other reasons at the County's discretion.

SECTION 3 TECHNICAL SPECIFICATIONS

3.1 SUMMARY

Miami-Dade Fire Rescue (MDFR) is seeking temporary staff in the MDFR Finance Bureau to provide accounts payable verification services for COVID-19 related expenses until further notice. Prior to remitting payment for any covid-19 related service, MDFR is required to complete appropriate procedures of each respective invoice received to ensure services were rendered by a vendor as billed and in compliance with corresponding contract terms and conditions.

3.2 DEFINITIONS

The term "temporary employee" refers to the temporary employee of the awarded Bidder furnishing the services. The temporary employee shall be deemed an employee of the awarded Bidder and shall in no manner be deemed an employee of the County or deemed to be entitled to any benefits associated with such employment.

3.3 AWARDED BIDDER'S RESPONSIBILITIES

1. At the County's request, awarded Bidder shall make available under work assignment to the County, a copy of the pay rate and pay rate schedule and any changes thereof. The County reserves the right to audit the payroll, during the contract period to ensure contract compliance. If the awarded Bidder is found not to be in compliance with the contract, the awarded Bidder may be found in default and terminated from the contract. If at any time during the contract period, the awarded Bidder fails to adhere to the current employee hourly pay rate schedule, the County may consider the awarded Bidder in default, terminate the awarded Bidder and award to the next lowest Bidder.
2. Awarded Bidder shall be responsible for employment screening, testing, evaluations, advertising, recruiting, and disciplinary actions involving any temporary employee under this contract.
3. With respect to every temporary employee provided by the awarded Bidder, pursuant to a purchase order under the contract, and with respect to all other contract performance, the awarded Bidder shall:
 - Be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision of payroll time sheets and checks;
 - Provide timely paychecks, making deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes;
 - Make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated;
 - Abide by all ordinances and laws pertaining to the awarded Bidder's operation and secure all required licenses and permits;
 - Accurately describe the position and the benefits, including paid vacation and holiday, for all employees.

Awarded Bidder shall:

- a) Ensure that the temporary employee reports, ready to work, at the time and place specified on the purchase order, with the County reserving the right to reject or stop time on any employee who fails to:
 - Perform assigned duties satisfactorily; and
 - Comply with any federal, state or local regulations; and
 - Perform without disruption the activities of the customer to which the temporary employee is assigned; and
 - Perform in an acceptable manner in the judgment of the County
- b) Replace, at no expense to the County, and within forty-eight (48) hours of notification from the County, any temporary employee not performing satisfactorily. Awarded Bidder shall provide quality assurance and follow-up services to ensure all employees are performing satisfactorily

- c) Perform all services in accordance with customary, reasonable, and prudent industry standards of care

3.4 SCOPE OF SERVICES

Temporary staff shall:

- Review invoices from Covid-19 vendors for compliance with contracted terms and conditions.
- Perform and document independent validation and analytical procedures as appropriate, such as reconciliation/ comparison of detailed vendor supporting documentation to respective vendor invoice as well as third-party documentation. Analytical and comparative procedures include duplicate billing, trend and time lapse analysis of the vendor invoices to identify discrepancies.
- Contact Covid-19 vendors to resolve any discrepancies identified. Timely follow-up of unresolved discrepancies.
- Coordinate with other County departments, as needed, for independent confirmation of Covid-19 services billed.
- Ensure all appropriate invoice payment information is correctly reflected in the County's Integrated Financial Resources Management Systems (INFORMs) to allow for vendor payment.
- Record payments to vendors and update payable aging schedules for upper management.
- Maintain detailed log of invoices received, paid and related amounts, remittances, ACH tracking, etc.
- Prepare forecast of outstanding Covid-19 invoices, as requested.
- Communicate with County's Finance Department invoices to be expedited as it pertains to payment, and/ or processing of invoices.
- Communicate with third party, as necessary, regarding any discrepancies noted.
- Respond to requests for information from upper management, and vendor.
- Prepare and maintain weekly reports, as needed, by upper management.

3.5 QUALIFICATION REQUIREMENTS

Temporary staff shall have following qualifications"

- Be proficient in Excel; as it pertains to creating pivot tables, VLOOKUPS, and any other formula used in analyzing data.
- Be proficient in analyzing data.
- Be able to identify and communicate (verbally and written) trends and discrepancies to upper management.

SECTION 4 SOLICITATION REQUIREMENTS

Reference	Description	
Section 2.4.1 <i>Resumes</i>	Copies of the temporary accounting personnel Resumes (2 Staff) _____ (Initial to confirm submission)	
Section 2.4.2 <i>Reference Form</i>	Bidder shall provide at least one references to which the bidder has provided similar services within last 3 years	
	Reference No.1	
	Services performed	
	Duration of services	From _____ to _____
	Company name	
	Contact name & title	
	Contact telephone	
	Contact email	
	Reference No.2	
	Services performed	
	Duration of services	From _____ to _____
	Company name	
	Contact name & title	
	Contact telephone	
Contact email		
Section 2.4.3 <i>Certification Form</i>	Complete and execute Byrd Anti-Lobbying Amendment Certification Form , attach as part of BidSync submittal _____ (Initial to confirm submission)	
Section 2.4.4 <i>Certification Form</i>	Complete and execute Suspension and Debarment Certification Form , attach as part of BidSync submittal _____ (Initial to confirm submission)	

SUBCONTRACTING FORM

Solicitation Number FB-02108

*Vendor Name *FEIN #

Complete "A" or "B":

- A. No subcontractors or direct suppliers will be utilized pursuant to this solicitation.
- B. The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor Subconsultant	Subcontractor/ Subconsultant License (if applicable)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

And

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

*Signature of Vendor's Representative

*Print Name

*Print Title

*Date



**Miami-Dade County
Procurement Management Services
Solicitation Submittal Form**
111 NW1st Street, Suite 1300, Miami, FL 33128

Solicitation No. FB-02108		Solicitation Title: TEMPORARY EMPLOYEE SERVICES	
Legal Company Name (include d/b/a if applicable): <input style="width: 100%;" type="text"/>		Federal Tax Identification Number: <input style="width: 100%;" type="text"/>	
If Corporation - Date Incorporated/Organized: <input style="width: 100%;" type="text"/>		State Incorporated/Organized: <input style="width: 100%;" type="text"/>	
Company Operating Address: <input style="width: 100%;" type="text"/>		City <input style="width: 100%;" type="text"/>	State <input style="width: 100%;" type="text"/>
Remittance Address (if different from ordering address): <input style="width: 100%;" type="text"/>		City <input style="width: 100%;" type="text"/>	State <input style="width: 100%;" type="text"/>
Company Contact Person: <input style="width: 100%;" type="text"/>		Email Address: <input style="width: 100%;" type="text"/>	
Phone Number (include area code): <input style="width: 100%;" type="text"/>	Fax Number (include area code): <input style="width: 100%;" type="text"/>	Company's Internet Web Address: <input style="width: 100%;" type="text"/>	
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.</p>			
<p><u>SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:</u></p> <p>By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space: <input style="width: 100px;" type="text"/>. In such event, the Bidder shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.</p>			
<p>IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.</p>			
<p>WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID</p> <p>The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County or a selection committee in public.</p> <p><u>By submitting a bid pursuant to this solicitation, you agree that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.</u></p> <p>In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.</p>			

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature:

Date

Type or Print Name

Type or Print Title

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Bidder's Authorized Representative's Signature:

Date

Type or Print Name

Type or Print Title

Question and Answers for Solicitation #FB-02108 - TEMPORARY EMPLOYEE SERVICES

Overall Solicitation Questions

There are no questions associated with this Solicitation.