

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-02108
Contract
 Re-Bid
 Other – _____
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: FB-02314
 TERM OF CONTRACT 5 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: ISD-SPD
 Contact Person: Prisca Tomasi
 Phone: (305) 375-1075
 Estimate Cost/Value: \$249,000
 GENERAL FEDERAL OTHER
 Funding Source: X _____ _____

ANALYSIS

Commodity Codes:	<u>962-69</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>Adams Enterprise USA, In</u>	_____	_____	
Small Business Enterprise:	_____	_____	_____	
Contract Value:	<u>\$244,640</u>	_____	_____	
Comments:	<u>962-69: Personnel Services, Temporary</u>			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	_____	_____	_____	_____

Basis of Recommendation:

Signed: Prisca Tomasi
 Date sent to SBD: 04/06/2022

	Date returned to SPD:	
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Rev. 072518

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 an 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 sixtieth (60th) 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 (E), alternate bids are NOT allowed.

2.4 INSURANCE REQUIREMENTS

2.5 SUBMITTAL REQUIREMENTS

Bidder(s) shall submit the 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
2.5.1	Copies of the temporary accounting personnel Resumes (7 Staff)	At the time of bid submittal, in BidSync.
2.5.2	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 (1) reference to which the bidder has provided similar services.	At the time of bid submittal, in BidSync.
2.5.3	Byrd Anti-Lobbying Amendment Certification Form (see Section 4)	At the time of bid submittal, in BidSync.
2.5.4	Suspension and Debarment Certification Form (see Section 4)	At the time of bid submittal, in BidSync.
2.5.5	Contact information of a designated company representative, including name, phone number, and e-mail address. All resources shall be available twenty-four (24) hours a day to provide immediate support and expedite services.	At the time of bid submittal, in BidSync.

2.6 QUALIFICATIONS OF TEMPORARY EMPLOYEES

Awarded Bidder shall provide individuals who at a minimum meet the qualification (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 contract as a result of this solicitation 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.

2.7 LIMITATIONS OF OPERATIONS

With the expectations noted in the Technical Specifications (see Section 3), and Special Terms and Conditions of this solicitation, the majority of temporary accounting services will be needed between the hours of 08:00 A.M. and 05:00 P.M., Monday through Friday. 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.

2.8 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 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 the following 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.

2.9 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.

2.10 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).

2.11 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 the following provisions shall be applicable:

- 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).
- 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.

2.12 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

SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

3.1 SUMMARY

Miami-Dade Fire Rescue (MDFR) and the Office of Management and Budget (OMB) are seeking temporary staff to provide accounts payable verification services for COVID-19 related expenses. Prior to remitting payment for any COVID-19 related service, County departments are 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 scope of services shall include but not limited to:

- 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.
- Other related duties

3.5 QUALIFICATIONS

Temporary staff shall have following qualifications:

- Bachelor's degree in Accounting and one year of professional accounting experience; Bachelor's degree to include 21 semester credits in Accounting and one year of professional accounting experience; or one year of satisfactory performance as an Accountant 1 in the County service is required. Data Processing coursework may substitute for Accounting coursework to a maximum of six semester credits.
- 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.

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