DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New contract  OTR  CO  SS  BW  Emergency  Previous Contract/Project No: 4922-4/13-4

Re-Bid  Other  LIVING WAGE APPLIES:  ☑ YES  ☑ NO
Requisition/Project No: ROID1300181  TERM OF CONTRACT: 2 years with 3 one-year options to renew
Requisition/Project Title: Kennel Pool Services

Description: ASD is soliciting proposals from qualified firms to submit their qualifications for the inclusion in the Kennel Services Pool (the Pool). The selected Proposers will provide shelter and kennel for cats and dogs when overflow occurs at the main ASD shelter

User Department(s): ASD  Contact Person: Caroline Burgos  Phone: 205-375-3689
Issuing Department: ISD/PMSD  Funding Source: 50% Proprietary Funds and 50% General Funds
Estimated Cost: $200,000

ANALYSIS

Commodity/Service No: 962-06  SIC:

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here if this is a New Contract/Purchase with no Previous History

EXISTING  2ND YEAR  3RD YEAR

Contractor:
Small Business Enterprise:
Contract Value:
Comments:

Continued on another page(s):  Yes  X  No

RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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Basis of Recommendation:

Signed: Caroline Burgos  Date to DBD: 8/16/2013

Date Returned to DPM: ____________

DEPT. BUSINESS DE
2013 AUG 15 PM 12/1

Page 1 of 1
This document is a draft of a planned solicitation and is subject to change without notice.

REQUEST FOR QUALIFICATIONS (RFQ) NO. 000 FOR KENNEL SERVICES POOL

PRE-PROPOSAL CONFERENCE TO BE HELD:

_______, 2013 at ___:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. ___, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:
Internal Services Department, Procurement Management Division for
Miami-Dade Animal Services Department

COUNTY CONTACT FOR THIS SOLICITATION:

Caroline T. Burgos, Procurement Contracting Officer
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3689
E-mail: ctburgos@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_______, 2013 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney’s Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.
Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.
1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction
Miami-Dade County, hereinafter referred to as “the County”, as represented by the Miami-Dade County Animal Services Department (ASD), is soliciting proposals from qualified firms to submit their qualifications for the inclusion in the Kennel Services Pool (the Pool). It is the County’s intention, through this Solicitation, to create a Pool by awarding contracts to as many qualified selected Proposers as necessary to meet the needs of ASD.

The County anticipates awarding a contract for a two (2) year period, with three (3), one (1) year options to renew, at the County’s sole discretion.

The anticipated schedule for this Solicitation is as follows:

<table>
<thead>
<tr>
<th>Solicitation issued:</th>
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<tbody>
<tr>
<td>Pre-Proposal Conference:</td>
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<tr>
<td>Deadline for receipt of questions:</td>
</tr>
<tr>
<td>Proposal due date:</td>
</tr>
<tr>
<td>Evaluation process:</td>
</tr>
<tr>
<td>Projected award date:</td>
</tr>
</tbody>
</table>

1.2 Definitions
The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word “Contractor” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as the prime Contractor.

2. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.

3. The word “Proposer” to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.

4. The words “Scope of Services” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.

5. The word “Solicitation” to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

6. The word “Subcontractor” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.

7. The words “Work”, “Services”, “Program”, or “Project” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

8. The words “Work Order” to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

9. The words “Work Order Proposals” to mean a documentation presented by Pool members in response to a Work Order Proposal (WOPR).

1.3 General Proposal Information
The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer’s firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be...
taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence
Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants and the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs and the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.
When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes
Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees
a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion
In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.
2.0 Scope of Services

2.1 Background
Animal Services is primarily charged with the responsibility of enforcing Chapter 5 of the Code of Miami-Dade County, as well as Florida Statute 828, which primarily handles animal cruelty issues. Unlike private shelters that have limitations on the number of pets they accept, Miami-Dade County Animal Services Department (ASD) accepts all animals. At ASD, no animal is turned away and each year the shelter impounds more than 37,000 dogs and cats. ASD’s goal is to reunite lost pets with their owners and find life-long homes for as many animals as possible while providing proper care for the animals while they are housed at the shelter.

Animal Services was originally a part of the County’s Public Safety Department, and was later designated as the Animal Care and Control Division under the Public Works Department. In 2001, the Miami-Dade Police Department took over the operation, and on October 1, 2005, the ASD was created. ASD functions as a stand-alone entity in an effort to provide focused care for the County’s animal population. By becoming an independent entity, ASD has been able to concentrate its resources on its core mission of caring for the animals in its custody. ASD receives approximately ten percent of its budget from the County’s General Operating Fund, while the remaining 90 percent is derived through dog license tag sales, shelter fees, enforcement fines, private grants, and donations.

ASD is soliciting proposals from qualified firms to submit their qualifications for the inclusion in the Kennel Services Pool (the Pool). The selected Proposers will provide shelter and kennel for cats and dogs when overflow occurs at the main ASD shelter. The average length of stay per animal shall be ten days. The average number of pets to be housed at kennel(s) is approximately 100 per month.

2.2 Minimum Qualification Requirements
As minimum qualification requirements for this Solicitation, Proposer shall have:

1. An Animal Service Kennel License issued by Miami-Dade Animal Services before the Proposal due date. A copy of the license must be included with the proposal. The cost for the license is $100.00 annually.

2. A Facility located within Miami-Dade County. The facility must be located within a three-mile radius from ASD (7401 NW 74th Street, Miami, FL 33166). The facility must be accessible to ASD staff seven days a week, between the hours of 6:00 AM and 5:00 PM.
Note: Proof of Certificate of Occupancy should be provided with the proposal.

The selected Proposer shall maintain these qualifications during the term of the contract, including extension and renewals, thereof.

2.3 Services and Housing to be Provided

A. Services

The selected Proposer(s) shall:

1) Provide transportation of dogs and/or cats from ASD to kennel site. Animals must be transported in crates or kennels, sufficient in size to allow for normal postural adjustments. A cargo van or other enclosed vehicle with air conditioned cargo space is required for transport purposes.
2) Groom Animals (bathe and provide haircuts) identified by ASD. The number of animals selected will be solely determined by ASD.
3) Remove ticks from animals. Flea treatment and deworming shall be completed at the ASD shelter.
4) Provide medical treatment (clean of wound, replace bandages, prove medication). Medical
treatments or prescribed medications shall be administered on the order of a licensed
veterinarian. Medical emergencies shall be referred to ASD.

B. Housing

The selected Proposer(s) shall:

1) Provide Housing for animals. Enclosures / runs must provide shelter from the sun, wind, rain or
other inclement weather. In the case of an emergency or hurricane rated above Category 2, the
establishment will be required to evacuate animals belonging to ASD, transporting them to the
shelter for disposition or to an alternate site within Miami-Dade County, under the direction of
ASD.

2) Dogs must be housed in enclosures / runs which allow the animal to make normal postural
adjustments permitting the animal to stand, lie, and turn around without hindrance. No more
than one dog in a kennel/cage, unless otherwise specified

3) A flat-fee for housing and care of animals will be charged for dogs, regardless of size of dog. A
separate flat fee will be charged for housing and care of cats.

2.4 Structure of Pool

The Pool will service requests through the County’s Project Manager. Selected Proposers will be added into
the Pool in the order of their total overall score and ranking (i.e. highest ranked first), as described in Section
4.0. Selected Proposer(s) shall sign an agreement with the County prior to being added to the Pool (refer to
anticipated Form of Agreement in Section 5.0). The agreement will include general legal and administrative
provisions, and may be updated periodically to reflect new County requirements. The agreement will be
supplemented, upon project award, by individual Work Orders specifying project scopes, payment and price
information. Selection into the Pool does not guarantee work and does not provide exclusive rights to provide
these services to the County.

At the County’s sole discretion, members may be dropped from the Kennel Pool for lack of participation, which
shall include failure over a reasonable time to propose Work Order Proposal Requests (WOPRs) offered
through the Pool, poor performance on a Work Order, being in arrears in obligations to the County, and any
other reason specified by County policies and procedures. Selected Proposer(s) shall maintain the
qualification of the firms consistent and equivalent to the qualifications submissions submitted in response to
this Solicitation.

2.5 Work Order Process

Membership in the Kennel Pool is a pre-requisite in obtaining work on potential projects issued through the
Pool. Work orders will be awarded to Pool members on a rotational basis, starting with the highest ranked
selected Proposer. Alternatively, Work Order awards will be made competitively, generally based on quality
and/or price. The County reserves the right to establish an alternate streamlined method of awarding Work
Orders.

2.6 Additional Services

At the County’s sole discretion, a Pool member may be requested to provide additional services related to
previously awarded Work Orders. The County reserves the right to award additional services for, and updates
to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should return the entire completed Proposal Submission

Rev. 07/30/2013
Package (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness
Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria
Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

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<th>Technical Criteria</th>
<th>Points</th>
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<td>1. Proposer's relevant experience, qualifications, and past performance</td>
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<tr>
<td>2. Proposer's Facility Proximity</td>
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<tr>
<td>3. Proposer's Facility Capacity</td>
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<table>
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<tr>
<th>Price Criteria</th>
<th>Points</th>
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<td>4. Proposer's proposed price</td>
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4.3 Oral Presentations
Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Form A-2 regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor
This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://new.miamidade.gov/business/business-development.asp. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain
eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see Form A-4). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion,
begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 **Contract Award**
Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 **Rights of Protest**
A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 **TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) **Vendor Registration**
Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at [http://www.miamidade.gov/procurement/vendor-registration.asp](http://www.miamidade.gov/procurement/vendor-registration.asp) or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) **Insurance Requirements**
The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) **Inspector General Reviews**
According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program
Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package
DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract ☑ OTR ☐ CO ☐ SS ☐ RW ☐ Emergency ☐
Previous Contract/Project No: 4922-4/13-4

Re-Bid ☐ Other ☐
LIVING WAGE APPLIES: ___ YES ___ NO

Requisition/Project No: ROJD1300181
TERM OF CONTRACT: 2 years with 3 one-year options to renew

Requisition/Project Title: Kennel Pool Services
Description: ASD is soliciting proposals from qualified firms to submit their qualifications for the inclusion in the Kennel Services Pool (the Pool). The selected Proposers will provide shelter and kennel for cats and dogs when overflow occurs at the main ASD shelter.

User Department(s): ASD
Issuing Department: JSO/PMSD
Contact Person: Caroline Burgos
Estimated Cost: $206,000
Phone: 305-375-3689
Funding Source: 50% Proprietary Funds and 50% General Funds

ANALYSIS

Commodity/Service No: 340-29
SIC:

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
Check Here if this is a New Contract/Purchase with no Previous History

EXISTING 2ND YEAR 3RD YEAR

Contractor:
Small Business Enterprise:
Contract Value:
Comments:

Continued on another page(s): Yes ☑ No ☐

RECOMMENDATIONS

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<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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Basis of Recommendation:

Signed: Caroline Burgos
Date to DBD: 8/16/2013

Date Returned to DPM: ___________
From: Burgos, Caroline (ISD)  
Sent: Friday, August 16, 2013 9:33 AM  
To: Walters, Vivian (RER)  
Cc: Perez, Annie (ISD)  
Subject: Contract Project Measure Analysis  
Attachments: Kennel Services RFQ 8-2-2013 DRAFT.docx; Contract Project Measure Analysis.doc  
Importance: High

Good Morning Vivian,

Please see attached Contract Project Measures Analysis document for your review.

Thank you,
Caroline Burgos

Caroline T. Burgos  
Procurement Contracting Officer  
Miami-Dade County  
Internal Services Department  
111 NW 1st Street, Suite 1300  
Miami, FL 33128  
Tel: 305-375-3689  
http://www.miamidade.gov/dpm/  
"Delivering Excellence Every Day"
Good Morning Vivian,

Please see attached Contract Project Measures Analysis document for your review.

Thank you,
Caroline Burgos

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