THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, October 15, 2012**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2013-18
PURCHASE OF ONE (1) CANINE

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. David White, Lieutenant, at (956) 289-7726.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG
INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the PURCHASE OF ONE (1) CANINE for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and **SUBMITTED IN ORIGINAL FORM**, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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If using Land Courier (i.e., FedEx, UPS):	415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541
If Mailing Bids:	P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX
State sales tax must not be included in the bid.

SUBSTITUTIONS
No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE
If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS
Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

DELIVERY
Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY
When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING
Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME
The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD
The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS
Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City reserves the right to award each item separately or individually or in any combination thereof, award to one or multiple vendors, and accept the bid deemed most advantageous to the City.

INSTRUCTIONS TO BIDDERS (Continued):

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of PURCHASE OF ONE (1) CANINE as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

INSTRUCTIONS TO BIDDERS (Continued):

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

INSTRUCTIONS TO BIDDERS (Continued):

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

AWARD

For purposes of this project, award will be contingent on approval of budget and availability of funds.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS: Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $100,000 each employee/$500,000 policy limit
Comprehensive General Liability Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	$100,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
City's Protective Liability Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.
Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

CITY OF EDINBURG
REQUEST FOR BIDS FOR
PURCHASE OF ONE (1) CANINE

BID NO. 2013-18

BID OPENING DATE: October 15, 2012 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **PURCHASE OF ONE (1) CANINE.**

GENERAL REQUIREMENTS AND AGREEMENT FOR PURCHASE OF ONE (1) CANINE:

You are invited to submit a sealed bid for the PURCHASE OF ONE (1) CANINE as requested by the City of Edinburg Police Department.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

The Edinburg Police Department is soliciting sealed bids for one dual-purpose canine. The dog and handler shall be fully trained and field ready upon completion of the training course to include general patrol operations and detection of Marijuana, Cocaine, Heroin, Methamphetamine, and their derivatives. The purchase of the dog, the handler training and listed equipment will be considered as a single procurement. The City of Edinburg will not consider accepting line item bids. All Vendors must meet these specifications. Any Vendor not meeting the specification listed below will not be considered or accepted. **Vendor further agrees to meet all specifications stated within and shall acknowledge these specifications by initialing after each number in the blank provided. Failure to initial each specification will cause your bid to be considered incomplete, and will not be considered.**

The sealed bid shall be for:

1. One canine (See specifications)
2. One handler course (See specifications)
3. Handler's lodging during handler course and certification.
    - Handler's shall have their own room.
4. One German Muzzle
5. One Tri Tronics e-collar
6. One handler lead
7. One Fur Saver collar

HANDLER'S COURSE:

1. The handler's course will be a minimum of 320 hours or 8 weeks of training. Training Shall include but not be limited to, current Federal Case Law involving use of force issues as they relate to canines; courtroom testimony, fight verses prey drive, tactical obedience, building search, patrol route, directed search, extraction, stand still verses out heel, swat deployments, first aid and national certification standards. The handler must pass a minimum of four written examinations with a score of 80% or better. _____ Initial here

2. Canine must be trained to detain compliant suspect in conjunction with a down in motion. _____ Initial here

3. Upon successful completion of the training both the handler and dog must be certified by National Narcotic Detector Dog Association. _____ Initial here

REQUEST FOR BIDS FOR PURCHASE OF ONE (1) CANINE (Continued):

CANINE SPECIFICATIONS:

In order to be considered for acceptance, each canine must successfully pass the following selection criteria. This testing is designed to measure each canine's genetic drives and character traits.

1. Test One: The test in an area unfamiliar to the dog. The dog will be in a German agitation muzzle and held by a handler a minimum of 75 yards from the point to which a decoy first appears. At this time the decoy will agitate the dog and run into a wooded area at which time he shall hide and remain motionless. The decoy will have no concealed or exposed apprehension equipment on. After ten seconds, the handler will release the dog without verbal command or stimulation and remain stationary. The dog will be judge on the following: Alert behavior when first viewing decoy. Speed on pursuit from starting point to area in which decoy disappeared. Hunt for decoy ... circle and bark. The decoy shall not return fight with-dog. For a period of 30 seconds with the handler out of sight the dog shall be evaluated on the above behavior. Ideal behavior is strong alert behavior upon seeing the decoy. Active interest in the pursuit of the decoy, fast speed to point to where decoy entered the wooded area, strong use of olfactory senses when in wooded area. Sustained engagement with decoy by both circle and bark. No concern as to the handler whereabouts or the handler approaching when told to do so by evaluator. _____ Initial here

2. Test Two: Handler shall hold muzzled dog and without any verbal stimulation or command release the dog after a decoy who is not wearing any agitation equipment is approximately 75 yards away. The decoy shall continue to jog away from the dog after the initial engagement. Ideal behavior is a high center back blow by the dog with sustained high hits until removed from the fight after the evaluators' instruction. _____ Initial here

3. Test Three: The handler and dog shall be in the same position as Test Two and the decoy shall run directly away from the dog. The dog is released when the decoy is approximately 75 yards away without verbal stimulation or command. The decoy will then turn and run directly towards the dog throwing an object across the path of the oncoming dog. The dog should totally disregard the object thrown and continue the pursuit. Ideal behavior for this test is a high hit in the upper chest with ears forward and eyes open. Sustain high hits on the body until removed by the handler. _____ Initial here

4. Test Four. The handler and dog shall walk on leash and with the dog remaining in the muzzle past an area to which the dog cannot view the decoy. As the handler and dog are walking away a third party will fire two rounds of ammunition. The dog should not show avoidance or aggression towards the gunfire. The team will continue walking away at which time the decoy will jump out and attack the handler. The dog should show no avoidance and immediately engage the decoy with high-sustained muzzle hits. _____ Initial here

5. Test Five: The dog in cabled with an agitation collar and choke chain. The decoy will make a proper presentation of an exposed sleeve to enable the dog to engage. One, the evaluation is conducted on the dogs' physical bite to include stick hits and hostile yelling the decoy slips the sleeve. The decoy then attempts to refocus the dogs' attention on him verses the exposed sleeve. Ideal behavior is for the dog focus on the decoy, engages the sleeve with a full grip that does not adjust during the yelling or stick hits. Once the sleeve is dropped the dog releases the sleeve and focuses on the decoy that is without equipment at this time. _____ Initial here

6. Test Six: Stable Character Test- the Canine will be brought around several people to judge how it responds. It should not be afraid to act aggressively toward anyone who approaches it. A happy, social attitude should be seen in its behavior. The canine will be walked on smooth tile floors to see if it's sure footed. The canine should display no fear or discomfort. While the canine is standing in a passive state, an umbrella will be opened suddenly in its face. The canine may show a slight startled reaction, but should recover quickly. The canine will be tested for gun sureness, with several

unusually loud gunshots. The canine will be taken into tight places to see how it responds. The canine should confidently enter and investigate these areas without any signs of hesitation or handler dependency. _____ Initial here

7. Test Seven: Retrieve & Prey Drive test- the canine will be evaluated to see if it will pursue not only objects it is familiar with, but also strange, hard and soft objects. This test will be conducted in a ravine or a hill. The canine handler and evaluator will stand downhill and the handler will throw each object up-hill and out of sight. With each object the canines will be held on a line and released with no command. One by one, several objects familiar and strange will be thrown up-hill for the canine to pursue. The canine will be judge on its alertness, speed, hunt and grab of each object. The purpose is to determine if the canine will hunt for and play with strange objects while being physically stressed. _____ Initial here

8. Test Eight: Perseverance Test- The canine will be pre-stimulated with an object that will then be placed under a heavy object. The canine will then be released. The canine will be evaluated of its drive and desire to work out the problem and obtain the object. The purpose is to determine whether the canine possesses a sufficient desire to work to obtain the object and to determine the canine's natural indication behavior. Ideal behavior is for the canine to engage in frantic biting and scratching behavior in an effort to dig out the object. _____ Initial here

9. Test Nine: Water conflict Test- After the retrieve/prey drive test, the canine will be taken to a location where there will be a small pond, stream or body of water. The canine will be pre-stimulated with an object, which will be thrown beyond the water. The canine will be released. The ideal behavior is that the canine goes directly to the object without stopping to take a drink or show any signs of fear of the water. _____ Initial here

10. Test Ten: Food Conflict Test- A test similar to the water conflict test will be conducted with food. The canine will be pre-stimulated with the object that is thrown down-wind of the food. The canine will be released. The desired behavior is that the canine disregards the food and pursues the object. _____ Initial here

11. Test Eleven: Handler/Object Conflict Test- The canine will be brought to a building where an agitator is hiding within. The canine will be pre-stimulated and required to search the building and locate the agitator in the absence of the handler. _____ Initial here

12. Test Twelve: Courage/Confidence- The Canine must display lack of fear and not be distracted by the following situations and environment: _____ Initial here

- Unsure footing- slick floors, rubble, etc.
- Stairs
- crowds
- Tight enclosed spaces
- Moving vehicle
- Loud noises- weapons fire, siren, etc
- Other live animals
- Startling situations (unforeseen events which the canine perceives as danger)

13 Test Thirteen: Drives- The canine shall posses in varying degrees, the following genetic drives (drives are defined as subconscious impulses to react to stimuli.) _____ Initial here

- Hunt- The drive to pursue and search for a thrown object utilizing all senses.
- Air Scent- The drive to use its olfactory capability to search for and locate thrown or hidden objects.

REQUEST FOR BIDS FOR PURCHASE OF ONE (1) CANINE (Continued):

- Prey- The drive to chase, pick-up and play with all thrown objects (hard and soft)
- Retrieve- The drive to bring thrown objects back to the handler.
- Activity- The drive to be constantly in motion, engaged in activity and possessing abundant energy (commonly referred to as "hyper".)

14 Test Fourteen: Hunt Drive Test- The canine will be brought to a location where there will be a high degree of grass or brush. The Canine will be pre-stimulated with an object, which will be thrown deep into the grass or brush. The purpose is to determine the level of the canine's hardness in pushing through brush and if the canine will search for an extended period of time without losing interest. The ideal behavior is for the canine to exhibit concentrated and frantic hunting behavior for an extended period (4 to 5 minutes) without any assistance from the handler until such time as it locates the object. Upon locating the object the canine should immediately grab the object in its mouth and demonstrate satisfaction in playing with it. _____ Initial here

15 Test Fifteen: On-Line Search Test- The canine will be brought to search area. The canine will be pre-stimulated with an object that will be placed out of the sight in the search area of a location above ground level. The canine will then be directed through a systematic search of the area on a leash. Included in the search will be seven areas above waist level. The purpose is to determine the degree of trainability and handler sensitivity in the canine. Ideal behavior for the test is that the canine follows all directional commands and signals made by the handler. The canine must demonstrate effective use of its olfactory senses in searching the area where it is directed. Upon reaching the hidden object the canine should show quick recognition of the object's odor and display an undistracted desire to follow this odor and obtain the object. _____ Initial here

16 Test Sixteen: - Temperament and Genetic Drives- Throughout the selection phase, the canine must show that it possess the temperament and genetic drive to work within a Motor Carrier Compliance environment based on the following criteria. _____ Initial here

- Socialization- the canine must posses a sound temperament that will allow it to be approached by and work around groups of people without showing fear, distraction or reacting aggressively.
- Trainability- Happily and willingly follows handlers directions

SPECIAL CONDITIONS

Breed Requirements:
Imported German Shepherds or Belgium Malinois are acceptable. Weight requirements shall be 70 pounds or above and be between the ages of twelve and forty-two months. Males are only considered for this contract. The canine shall be European born or of European lineage traceable by two generations. Proof of lineage shall be provided with each delivery. The absence of proper documentation will be grounds for rejecting a canine. The canine shall measure not less than twenty-two (22) inches or more than thirty (30) inches at the shoulder. _____ Initial here

Medical Warranty:
Any and all health records and examinations made on the dog by the Vendor's veterinarian shall be forwarded to the Edinburg Police Department's representative. The City of Edinburg has the option to have the dog examined by their veterinarian. Should any findings be made by the City of Edinburg's veterinarian cause the dog to be permanently eliminated from performing its specific duties a replacement dog will be provided to the buyer at the Vendor's expense. Vendor warrants the dog to be fully immunized and free from any genetic, trauma, or pathologic defect for a period of one year. Any preventable injury or disease contracted after training is completed shall not be covered in the warranty. Vendor shall provide current radiograph of hips and elbows, all vaccinations, proof of negative heartworm testing and

REQUEST FOR BIDS FOR PURCHASE OF ONE (1) CANINE (Continued):

bordatella vaccines. Buyer has option to take the dog to departmental veterinarian for medical evaluation prior to acceptance. _____ Initial here

Care of Canines:
Vendor shall assume responsibility for the dogs needs while student is in training to include:

1. The first two weeks of nutritional cost
2. Medical expenses
    a. Vendor will not be responsible for medical expenses caused by neglect or abused by City of Edinburg employee. _____ Initial here

Replacement of Canine:
Should a need arise through medical rejection during the one year warranty period for a dog to be replaced, the Vendor shall be notified in writing as to the dog's problem along with veterinary records. A replacement dog that passes the selection criteria required shall be provided within 60 days. _____ Initial here

Vendor's Qualification:
Vendor shall have been in business for a minimum of 10 years.

Vendor's instructors / trainers shall have no less than 25 years experience with K-9 training and development.

Vendor's instructors / trainers shall have personally attended and passed an instructors training course from an institution similar to the K-9 training center in Tuscallusca, Alabama; and said institution promotes P.S.P. philosophies. Vendor shall provide a copy of the certificate or diploma of the institution. (The City of Edinburg receives the right to evaluate any institution's qualifications and decide if the institution is of similar qualification.) _____ Initial here

Valid bid time frame
The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time. _____ Initial here

Time allowed for action taken
The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time. _____ Initial here

Award
For purposes of this project, award will be contingent on approval of budget and availability of funds. _____ Initial here

CITY OF EDINBURG
BID FORM FOR
PURCHASE OF ONE (1) CANINE

BID NO. 2013-18

BID OPENING DATE: October 15, 2012 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **PURCHASE OF ONE (1) CANINE** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

☐ **BUYBOARD** ☐ **H-GAC** ☐ **TXMAS** ☐ **DEALER/LOCAL**
☐ **TX DIR** ☐ **TFC** ☐ **OTHER** _____
Specify

CONTRACT NUMBER: _____ (if applicable) COMMODITY NUMBER: _____ (if applicable)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	CANINE	$_____	$_____
2	1	HANDLER COURSE	$_____	$_____
3	1	HANDLER'S LODGING	$_____	$_____
4	1	GERMAN MUZZLE	$_____	$_____
5	1	TRI-TRONICS E-COLLAR	$_____	$_____

BID FORM FOR PURCHASE OF ONE (1) CANINE (Continued):

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	1	HANDLER LEADS	$_____	$_____
7	1	FUR SAVER COLLARS	$_____	$_____
		GRAND TOTAL		$_____

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Respectfully submitted this ____ day of _____, 2012.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

_____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____

Please remember:

- **Submit in duplicate form.**
- **Acknowledgment of specifications by initialing each numbered specification, your Bid will not be accepted if you fail to acknowledge these specifications.**
- **Include your written warranty terms and conditions.**
- **Include your certificates or diplomas from qualified training institutions.**