




THE CITY OF
Edinburg



2017-2018

Edinburg Police Department -Request for Proposals

RFP #2018-018
K-9 Instructors Training



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, 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. RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, May 21, 2018**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #2018-018 K9 INSTRUCTORS TRAINING

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 Ext. 8972 or via email at lfuentes@cityofedinburg.com.

Hand Delivered RFP'S:

415 W. 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 W. University
Drive Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of 90 days without taking action.

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

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for: K9 INSTRUCTORS TRAINING.

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response, One (1) original marked "ORIGINAL," and three (3) copies marked "COPY". RFPs submitted by facsimile (fax) or electronically shall NOT be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s 90 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, 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.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent 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.

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for K9 INSTRUCTORS TRAINING as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service 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.

INDEMNIFICATION CLAUSE

(16) The Respondent 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

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(18) 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 Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent 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 respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) 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.

RIGHT TO AUDIT

(22) 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.

VENUE

(23) 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.

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.

CONFLICT OF INTEREST

(24) 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 visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(28) 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, 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.

RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by Monday, May 21, 2018 until 3:00 p.m. for consideration. An original and three (3) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP 2018-018 for "K9 INSTRUCTORS TRAINING". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFP's:

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P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent'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 respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. 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 whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP 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 shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, 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.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SECTION I.
GENERAL TERMS AND CONDITIONS

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified companies with an interest in contracting, to provide advanced "Instructor" police K-9 training for one (1) or (2) Police K-9 Instructors.

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed.

WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.



SECTION II RFP REQUIREMENTS

PURPOSE: The intent of this Request for Proposal and resulting contract is to obtain proposals from a qualified professional company to provide advanced "Instructor" police K-9 training for one (1) or (2) Police K-9 Instructors.

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

SUBMITTAL: For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format. Please remember, vendors will be scored on the information provided for each of the following sections one (1) thru eleven (11).

- 1) **Cover Letter** - A brief introductory letter of representation. The letter of representation shall include the history of the company. The statement shall include when the company was established and its financial stability. The financial stability statement shall include a statement profits and losses for the last 5 years.
- 2) **Proof of Qualifications** - The vendor shall provide a statement regarding qualifications. The statement shall include but not limited to: Police service dog work experience, Police dog training education and certifications, Publications of any books or articles relating to police service dogs, Experience as an instructor for law enforcement agencies, Court room testimony appearances as an expert in the subject matter and any to other experience related to police service dogs training or the selling of police service dogs..
- 3) **Training philosophies for the following areas.** Vendor shall provide a statement with detailed information stating training practices, philosophies and beliefs for the following areas:
 - (a) What is the vendor's philosophy regarding tracking. Provide examples of training methods.
 - (b) What is the vendor's philosophy regarding article & evidence recovery. Provide examples of training methods.
 - (c) What is the vendor's philosophy regarding apprehension training methods, the use of muzzles, bite sleeves and bite suits. Provide examples of training methods.
 - (d) What is the vendor's philosophy regarding narcotics training, primary or secondary reward systems. Provide examples of training methods.
 - (e) What is the vendor's philosophy regarding building searches and open area searches.
 - (f) Provide certifications the canine and handler will be required to successfully pass prior to completing training.
- 4) **Training proposed schedule and delivery dates.** Vendor shall provide a schedule of available training dates until September 30th, 2019.
- 5) **Training location.** Vendor shall provide a statement with detailed information regarding room and board accommodations. Include detailed information regarding number of meals per day, room accommodations and laundry accommodations.
- 6) **Training curriculum.** Vendor shall provide a detailed statement of the physical training exercises and testing the handler must satisfactory demonstrate. Additionally, the statement shall include classroom instruction which list the subject matter and any test(s) the handler would be required to pass. Please provide the total number of



hours for classroom instruction and total number of hours for hands on K-9 Training.

(a) Total number of Classroom hour's _____.

(b) Total number of physical K-9 Training hour's _____.

- a) Vendor should provide an approximate number of canines the advanced training curriculum will expose the handler(s) too _____.
- b) Vendor should provide listing of any certifications the handler will receive after successful completion of the advanced "Instructor" police K-9.

7) **References** – Vendor shall provide a statement of references for sales to law enforcement agencies. Vendor should provide contact information for at least five (5) of the agencies, who may be contacted. Provide the Department's name, contact person, phone number and email address.

SECTION III **SELECTION AND SCHEDULES**

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below.

PROPOSAL RANKING: A selection committee composed of (3) three individuals with at least (5) five years of experience in the area of working with police service dogs. The committee will evaluate and rank the written RFPs on the vendor's submission statements in Section II RFP Requirements, Submittal - one (1) through seven (7).

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked vendor firm be contacted. The CITY reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and three (3) copies of RFPs should be submitted to:

City of Edinburg
c/o City Secretary
415 West University
Edinburg, Texas 78541

RFPs must be submitted by **no later than** 3:00 p.m. on Monday, March 5th, 2018.

SECTION IV **GENERAL CONTRACT TERMS AND CONDITIONS**

CONTRACT

The award of the contract shall be made to the responsible Proposer whose proposal is evaluated and determined to be the greatest value to the City resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.



CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by THE CITY purchasing staff.

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;
- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under,



any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

TERMINATION OF CONTRACT

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - a) Meet delivery or
 - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

PURCHASE ORDER

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

INVOICES

The invoices shall show:

1. Name and address of successful Proposer;
2. Officer submitting the order. To include date and time and order number.
3. A Detailed line item listing, to include quantities, description, sku number or item number, unit price.
4. THE CITY Purchase Order Number.

Invoices shall be based upon actual products delivered.

PAYMENT

Payment will be made at the beginning of the advanced "Instructor" police K-9 training course.

NUMBER OF COPIES TO BE SUBMITTED: The CITY requires **one (1) original submittal and three (3) copies.**

SECTION V
VENDOR RFP EVALUATION

RFP – EVALUATION: The evaluation system consists of a 100 percentage point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

Up to 10 points	Cover Letter
Up to 20 points	Proof of Qualifications
Up to 15 points	Training philosophies
Up to 15 points	Training proposed schedule and delivery dates
Up to 10 points	Training location
Up to 15 points	Training curriculum
Up to 15 points	References



SECTION VII

AWARD OF CONTRACT, RESERVATION OF RIGHTS

Final Selection and The CITY Council Approval: THE CITY may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of THE CITY. However, final selection of the vendor to advanced "Instructor" police K-9 training for one (1) or (2) Police K-9 Instructors is subject to THE CITY Council approval.

Remedy of Technical Errors: THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

Preparation Costs: This RFP does not commit THE CITY to enter into a Contract, award any services related to this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

Insurance and Indemnity: If selected, company submitting proposal will be required to comply with the Insurance and Indemnity Requirements established herein if applicable.

1. **Independent Contractor:** The company submitting proposal for handler training and PSP certification agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that THE CITY shall in no way be responsible for company submitting handler training and PSP certification actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

Purchase Orders, As Needed: Execution of a contract does not obligate The CITY to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the CITY's discretion, as needed, and will be communicated to the company submitting proposal to advanced "Instructor" police K-9 training for one (1) or (2) Police K-9 Instructors.



ATTACHMENT I

RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	<u>=</u>	<u>Score</u>
Cover letter	0-10	(10)	=	()
Proof of Qualifications	0-20	(20)	=	()
Training philosophies	0-15	(15)	=	()
Training proposed schedule and delivery dates	0-15	(15)	=	()
Training location	0-10	(10)	=	()
Training curriculum	0-15	(15)	=	()
References	0-15	(15)	=	()

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100 points.



ATTACHMENT II

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.



ATTACHMENT III

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: _____
(Full, correct legal name)
- Address: _____

 - Telephone/Fax: _____
 - Email address: _____
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
- Yes ___ No ___
3. Is your Company authorized and/or licensed to do business in Texas?
Yes ___ No ___
4. Where is the Company's corporate headquarters located? _____
5. a. Does the Company have an office located in Edinburg, Texas?
Yes ___ No ___
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
____ (years) ____ (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No ___
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.



Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.



ATTACHMENT IV

SUBMITTAL CHECKLIST

This checklist is to help the company submitting proposal verify complete statements have been submitted for consideration for each of the listed sections. Please remember to submit copies of training certificates, certifications or any other relevant documentation. Copies will not be returned to the vendor and will become part of the RFP submission.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Cover letter Statement	
Proof of Qualifications Statement	
Training philosophies Statement	
Training proposed schedule and delivery dates Statement	
Training location Statement	
Training curriculum Statement	
References Statement	
1 Original* and 3 Copies of Submittal	

