



City of
Los Banos
At the Crossroads of California

**REQUEST FOR PROPOSALS FOR THE PROCUREMENT OF
ONE (1) LAW ENFORCEMENT CANINE
AND MAINTENANCE TRAINING SERVICES**

Los Banos Police Department
1111 G Street
Los Banos Ca 93635

Contact Person:
Eddie Drum
Police Commander
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(209) 827-2509

Release Date
May 29, 2024

Deadline for Submissions
June 12th, 2024

BACKGROUND

The Los Banos Police Department has an existing K-9 program, consisting of one Belgian Malinois assigned to a Patrol Officer. The Malinois is certified in narcotics detection and apprehension. The K-9 program is supervised by a Police Department Sergeant. The Department is seeking a vendor to provide one (1) additional canine to the program and provide training for canine and canine handler to continue support for the police canine program.

SPECIFIC REQUIREMENTS

1. Canine:

Provide one (1) canine suitable for police work. The canine should be no older than two (2) years of age at time of delivery. The Department prefers a male Belgian Malinois, German Shepard, or mix between those two breeds.

The canine will be used for the search of articles, evidence and persons, tracking, apprehension, public demonstrations and detection of specific narcotics. For this reason, the canine will be required to perform to the satisfaction of the Los Banos Police Department in all disciplines. The specific narcotics odors trained will be:

Heroin
Fentanyl
Cocaine
Methamphetamine

The canine must be fully trained in all the above areas including narcotics detection at the time of delivery. The dog must demonstrate competency in these areas at the time of delivery for the purposes of meeting POST (California Commission on Police Officer Standards and Training) guidelines and guidelines set forth by the California Narcotics Canine Association.

The canine must be guaranteed in regards to both performance and health. The vendor must make this guarantee. The canine guarantee must be in writing and cover any natural health issues, dental issues, or any training and performance issues that would cause the canine to be unsuitable for police work. The guarantee of the canine must include a total replacement plan with zero cost to the City of Los Banos.

The selection of the canines including breed, performance, and characteristics will be at the discretion of the Police K-9 Sergeant. The vendor shall have several canines available at the time of selection and shall list in the Proposal the approximate number of canines which will be available.

2. Maintenance Training:

The vendor shall include with the purchase price of the canine, quarterly maintenance training for the purchased canine for a period of two years, eight (8) training sessions. The location, date, and

time of the quarterly training will be the sole discretion of the Los Banos Police Department. The quarterly maintenance training will be facilitated and directed by a POST recognized trainer from the chosen vendor. The quarterly maintenance training will be for the newly purchased canine as well as the existing canine teams with the Los Banos Police Department. The vendor shall provide in the proposal an overview of the training curriculum and the approximate duration of each training session in number of hours.

The maintenance training shall include but not be limited to area searches, apprehension without contact (call-offs), apprehension with bite, handler protection, article searches, felony traffic stops, light and sound diversionary devices, gunfire, problem solving with specific canine teams, and narcotics detection.

3. Handler's Course:

The vendor shall include with the purchase price of the dog a complete handler's course directed by a POST Certified recognized trainer from the chosen vendor or per post recommended guidelines. The Department reserves the right to review the trainer's credentials and training certificates prior to the selection of the vendor. The handler's course shall provide the handler with all necessary information needed to work with the selected dog, including legal and recent court decisions as they relate to the canines training discipline.

Proposals shall include a written overview of the handler's course training curriculum, the duration of the course, and location of the handler's course facility.

All interested parties are encouraged to submit Quotations/Proposals, as the award is not based solely on lowest cost quotation submitted. Total cost will be taken into consideration, but the vendor's responsiveness, training program, reputation, and experience will be considered as well.

PROPOSALS

1. Submission Requirements

Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the proposal. The hard copies and USB flash drive shall be mailed or submitted to the City of Los Banos, 520 J Street, Los Banos, CA 93635, prior to **2:00 P.M. PST on June 12th, 2024**. Proposals shall be submitted in a sealed package clearly marked “**LAW ENFORCEMENT CANINE AND MAINTENANCE TRAINING SERVICES**” and addressed as follows:

City of Los Banos
Attention: City Clerk
520 J Street
Los Banos, CA 93635

No late submittals will be accepted. The City may conduct interviews of the top-ranking proposer in order to make a final selection. The successful proposer will be recommended to the City Council for authorization to enter into a General Services Agreement for Janitorial Services with the City of Los Banos.

Proposers are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise. Emphasis should be on completeness and clarity of content.

All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP.

All proposals must be submitted in writing; no oral, facsimile, or telephone proposals or modifications will be considered. Proposals received after the due date and time are considered non-responsive, and will be returned unopened.

2. Proposals shall include the following:

- Transmittal/Cover Letter
- Background Qualifications and Experience
- References
- Cost Proposal

a. Transmittal/Cover Letter

The Proposal Transmittal/Cover Letter is mandatory and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

- The letter shall state that the proposal remains valid for at least ninety (90) business days

subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the City.

- The letter shall provide the complete name of the individual or the firm making the proposal.
- The letter shall provide the name, mailing address, and telephone number of the person the City should contact regarding the proposal.
- The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict.
- The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it.

b. Background Qualifications and Experience

- A brief description of the responding firm's background, years in business, and organizational history.
- A brief statement of how long the responding firm has been performing the services required by this RFP.
- A description of the responding firm's number of employees, longevity, client base.
- A brief descriptive statement indicating the responding firm's credentials to deliver the services sought under this RFP.
- Resumes of key people who shall be assigned by the responding firm to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.

c. References

- List of at least three references - Provide name, telephone number, and email address of references that can attest to the quality and effectiveness of the past projects of similar scope.

d. Description of Canines and Services

The proposal shall include

- Number, ages, and breeds of canines on hand or other relevant information meeting the specific requirements of this RFP as described in the specific requirements of this RFP above.
- An overview of the maintenance training curriculum and the approximate duration of each training session in number of hours or other relevant information meeting the specific requirements of this RFP as described in the specific requirements of this RFP above.
- An overview of the handler's course training curriculum, the duration of the course, and location of the handler's course facility or other relevant information meeting the specific

requirements of this RFP as described in the specific requirements of this RFP above.

e. Cost Proposal

- A Cost Proposal must be submitted in a separate sealed envelope and will be opened separately. The Cost Proposal shall itemize in detail the cost of the Canine; Maintenance Training; and, Handler's Course.
- Proposal prices shall include all applicable federal, state, and local taxes. Pricing must be all-inclusive, as no additional charges will be allowed except for additional services as requested by the City.

QUESTIONS or REQUESTS FOR CLARIFICATIONS

Any questions with regard to submissions, process, or proposals can be emailed to Commander Eddie Drum at eddie.drum@losbanos.org. Questions shall be submitted before 5:00 P.M. PST on June 11th, 2024. Any response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org no later than 5:00 P.M. PST on June 11th, 2024 and if necessary, shall become a part of the proposal as an addendum. No oral questions or inquiries about the RFP shall be accepted.

MODIFICATIONS AND WITHDRAWALS OF SUBMITTED PROPOSALS

Proposers may withdraw proposals prior to the **Submittal Deadline** by submitting a written request to Commander Eddie Drum at eddie.drum@losbanos.org. Withdrawn proposals will be returned unopened.

Proposers may modify proposals prior to the **Submittal Deadline** by withdrawing their proposal as noted above and re-submitting anew before the **Submittal Deadline**.

ADDENDA

The City may modify this RFP, any of its key action dates, or any of its attachments, prior to the submittal deadline. It shall be the proposer's responsibility to check the City of Los Banos' website (www.losbanos.org) to obtain any addenda that may be issued. Addenda will be numbered consecutively and noted following the RFP title. It is the proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the proposer from the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

REJECTION OF PROPOSALS

Failure to comply with the requirements set forth in this Request for Proposal may result in disqualification.

The City may reject any or all proposals in whole or in part for any reason, including suspicion of collusion among proposers, and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall in no way modify the RFP as published or excuse the proposer from full compliance with the specifications if he/she is awarded the agreement. Proposals referring to terms and conditions other than the City's terms and conditions as listed in the RFP, may be rejected as being non-responsive.

The City may conduct an investigation as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract.

CANCELLATION OF RFP

This RFP does not obligate the City to enter into an agreement. The City reserves the right to cancel this RFP at any time, should the project be cancelled, the City loses the required funding, or it is deemed in the best interest of the City. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any cost incurred in the preparation or submission of a proposal.

NEGOTIATIONS AND FINAL AGREEMENT

The successful proposer will be required to enter into a contractual agreement with the City. An agreement will not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the selected proposer. At the discretion of the City, any or all parts of the successful proposal shall be made a binding part of the agreement.

PRICING ADJUSTMENTS

The City reserves the right to negotiate final pricing with the most qualified proposer. Pricing shall remain firm for the entire initial term of the agreement. Thereafter, any proposed pricing adjustment for additional periods, if any, shall be subject to the terms of the agreement.

SELECTION PROCESS

The contract award, if any, will be made to the proposer who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City. Proposals shall be reviewed and rated based on the information requested by this RFP, as well as responses from references and clients, background checks, any research on proposers, and other information

pertinent to the evaluation process. Closely ranked firms may be asked to furnish evidence of capability, equipment, and financial resources to adequately provide the services.

The Department reserves the right to choose the overall best vendor according to the Department's criteria. The Police K-9 Sergeant shall be the sole judge of the Department's best interest, the proposal, and the resulting agreement. The Department's decisions will be final.

RFP TIMELINE

The City intends to follow, but will not be bound by, the following selection timeline:

RFP Issue Date:	May 29 th , 2024
Deadline for Proposers' Questions:	June 11 th , 2024 2:00 P.M.
Addendum / Questions / Clarifications Posted:	June 11 th , 2024 5:00 P.M.
Proposals Submittal Deadline:	June 12 th , 2024
Award Date:	June 14 th , 2024

PROPRIETARY, CONFIDENTIAL, AND PUBLIC INFORMATION

A copy of each proposal will be retained as an official record and will become open to public inspection, unless the proposal or specific parts can be shown to be exempt by the California Public Records Act [California Government Code §6250 et seq.]. Each proposer may clearly label part of a proposal as "Confidential" if the proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a request for public records for labeled information is received by the City, the City will notify the proposer of the request and delay access to the material until seven working days after notification to the proposer. Within that time delay, it will be the duty of the proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

Evaluation scores, weight factors, and negotiation notes are confidential and will not be released or retained [California Government Code §6254(a)].

PROPOSAL PREPARATION COSTS

Any costs incurred in the preparation of a proposal, preparation of changes or additions requested by the City, presentation to the City, travel in conjunction with such presentations, or samples of items, shall be entirely the responsibility of the proposer.

CITY RIGHTS AND OPTIONS

The City reserves the right to:

- Make the selection based on its sole discretion;
- Issue subsequent RFP;
- Postpone opening proposals or selection for any reason;
- Remedy errors in the RFP or in the RFP process;
- Modify the Scope of Services in the RFP;
- Negotiate with any, all or none of the proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in proposals;
- Request additional information or clarification;
- Request revisions during negotiations;
- Invite any consultant of its choosing to assist with the evaluation of proposal responses or to provide the City with a second opinion
- Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City in a timely manner.