



**CITY OF PANAMA CITY BEACH
INVITATION TO BID**

**PCB22-32 ITB
Two (2) PD Malinois Canines**

Date of Issue: December 21, 2021

Responses Due: January 14, 2022

ADVERTISEMENT TO BID

PCB22-32 ITB TWO (2) PD MALINOIS CANINES

The City of Panama City Beach is requesting electronic (e-submission) and sealed paper Bids for **Two (2) trained Malinois Canines** for the Police Department. These highly trained canines will be used strictly for the Police Department and provide assistance to the Police Officers. These Canines shall come from qualified kennel/training facilities as stated in the specifications.

All Bids must be received no later than **January 14, 2022, at 2:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at www.demandstar.com or at the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on **December 21, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one paper copy along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB22-32 ITB TWO (2) PD MALINOIS CANINES** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to:

**City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, Phone: 850-233-5100, ext. 2332 or email: Purchasing@pcbfl.gov**. Contact with other City officials or employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

SECTION I

INFORMATION FOR BIDDERS

The City of Panama City Beach (herein after, "City") has issued an Invitation to Bid (hereinafter, "ITB") with the sole purpose and intent of obtaining a lump sum price from interested and qualified licensed kennel/training facilities who can provide **Two (2) Malinois Canines for the Police Department**, in accordance with the specifications stated and/or attached herein/hereto. The successful Bidder will hereinafter be referred to as the "Contractor."

BID DUE DATE & TIME: Friday, January 14, 2022 AT 2:00 P.M. CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 2:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 2:00 P.M. on, January 14, 2022. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB22-32 ITB TWO (2) PD MALINOIS CANINES**. Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit two (2) complete paper Bid responses (one (1) original and one (1) copy) along with one (1) electronic formatted copy that includes all supporting documentation:

A complete BID response shall consist of the following required documents:

- | | |
|------------------------|----------------------------------|
| 1. Bid Form | 5. Non-Collusion Affidavit |
| 2. References | 6. Public Entity Crime Statement |
| 3. Drug Free Workplace | 7. Conflict of Interest |
| 4. E-Verify Form | |

Additional reference documents:

1. Notice of Award

Bidders submitting Electronic Bids must submit all the required documents with Bid and it will only be accepted when submitted through the DemandStar's Bid portal. Emailed or facsimile (fax) submissions will not be accepted.

All questions about the meaning or intent of the Bid Documents shall be submitted in writing or via email and directed to the Tina Kunst, Purchasing Manager, City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413. Questions sent via e-mail should be submitted to Purchasing@pcbfl.gov. Questions will be answered by a formal written addendum and posted on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and on

DemandStar at www.demandstar.com. Questions received less than SEVEN (7) calendar days prior to Bid due date will not be answered. Only questions answered by formal written addenda will be binding. BIDDER is responsible for verifying questions were received by the Purchasing Manager. It is the sole responsibility of the Bidder to determine if an addendum(s) has been issued.

This is a Lump Sum Price Contract. BIDDERS must satisfy themselves of the accuracy of any estimated quantities and a review of the scope of work and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with any addenda(s) issued.

Bids not submitted with all the required documents may be rejected.

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SECTION II

TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO INVITATION FOR BID: If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and DemandStar's web portal at www.DemandStar.com. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

ADDITIONAL TERMS & CONDITIONS: The City reserves the right to:

1. Accept or reject any and all Bids, whole or in part.
2. Conduct investigations of the qualifications of the Bidder as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. Reject all submitted Bids and provide for the request of additional Bids whenever it finds that the Bids submitted are not responsive to the request for Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
5. Waive any technicalities or informalities.
6. Award a contract deemed to be in the best interest of the City.
7. Retain all Bids and to use any ideas in a Bid regardless of whether that Bid selected.

ANTI-DISCRIMINATION: The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

AWARD: The City shall award the contract to the lowest fully responsive and responsible Bidder; provided, that the City may award the contract to a Bidder other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder.

BIDDER ACKNOWLEDGEMENT: By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, and quality of product to be delivered.

Submission of a Bid indicates acceptance by the individual or firm of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or firm selected.

BIDDER EXPENSES: The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CHANGE ORDER: No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CHOICE OF LAW & VENUE: This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit

in Bay County, Florida.

COMPLIANCE WITH LAWS: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the product or delivery of product. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

CONFLICT OF INTEREST: The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employee of the City or of its boards or committees. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

DEFAULT/FAILURE TO PERFORM: City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this bid document within the time stipulated. Upon default by the successful Bidder to meet any terms of this invitation to bid (ITB), the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the Purchasing Manager notifying in writing to the Bidder of its intentions and the effective date of the termination.

DEVIATION FROM SPECIFICATION: Any deviation from specifications must be clearly stated, explained in detail and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

E-VERIFY: The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful

Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

INSURANCE:

- A. Prior to the commencement of work, and as a precondition to this contract, the successful Bidder shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Successful Bidder shall provide a certificate of insurance and endorsements naming City, its officers, employees and agents as an additional insured on each policy. The insurance carrier shall be required to give City notice of termination at least 30 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Successful Bidder has a SIR, and if so, Successful Bidder shall be required to provide the entire policy of insurance with which it has an SIR and/or deductible.
 - 1) Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - 2) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate.
 - 3) Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
- B. A successful bidder must provide evidence of insurance coverage outlined above, to be delivered at the time of execution of the Contract, which is equal or exceeds the City's minimum standards for this type of service.
- C. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the City's Risk Manager.
- D. Each of the required policies, noted above, shall be endorsed to provide the City with thirty (30) calendar day's prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include the City of Panama City Beach, its officers, agents, and employees as additional insured. The City is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful bidder to furnish insurance during the term of the contract.
- E. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by City and the successful bidder. Insurance questions may be directed to the Purchasing Department.

- F. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
- G. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

NON-COLLUSION: The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums and other documents is located at <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are also advised that <http://www.demandstar.com> is one of the City's sourcing methods of notices, addendum, Bids and other documented communications. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible to check <http://www.demandstar.com> or <https://www.pcbfl.gov/about-us/rfp-posts-list> for information and updates concerning solicitations or contact the Purchasing Manager at purchasing@pcbfl.gov.

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation for Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the

Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a

material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

BIDDER/RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available Online. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER DEFINITION: A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid.

RESPONSIVE BIDDER DEFINITION: A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.

TAX EXEMPTIONS: The City of Panama City Beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TERM: Unless terminated sooner pursuant to the provision of the Termination clauses contained below, this Agreement shall take effect on the executed date of award through time of delivery and satisfactory inspection and acceptance of each canine.

TERMINATION OF CONTRACT:

- A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Bidder's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency;(6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may

afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

- B. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of ninety (90) days thereafter.

WARRANTY: The successful bidder agrees that, as specified in the specifications of the invitation to bid, the product furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Contractor gives to any customer for comparable such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

SECTION III

SPECIFICATIONS

The City is seeking two (2) dual-purpose male Belgian Malinois, trained to the NNDDA Police Service Dog standards. The training requirements include, but are not limited to; narcotics detection (Cocaine, Crack-Cocaine, Methamphetamine, Heroin, and Ecstasy), building searching/clearing, criminal apprehension/water apprehension, handler protection, obedience, tracking, area search for narcotics and suspects, article search, and bail out.

Dog Requirements

Dog Breed	Malinois
Gender	Male
Age	1 to 2 years old

A veterinarian report to evidence good physical condition of the dog showing:

- Absence of hip dysphasia and front limb/elbow inferiority as determined and verified radio graphically.
- Absence of heart worms as confirmed by negative test result.
- A complete physical exam including blood work, parasite check, oral (dental, gums), weight and overall physical condition.

Training Requirements – Proof of Training required for the following:

Narcotics Detection:

The K-9 must be imprinted on the odors of Cocaine, Crack-Cocaine, Methamphetamine, Heroin, and Ecstasy. Fentanyl imprinting is desired if available. All initial imprinting and training must be conducted with actual narcotics, and not synthetic alternatives such as Scent Logix. Scent Logix is acceptable for recurring training. The K-9 must be trained to conduct a slow and thorough search of vehicle exteriors, luggage, packages, containers, furniture, unattended backpacks/purses, and building fixtures such as electrical boxes and drain covers. For alerting, the K-9 must be trained to sit, and to not scratch at, bite, or otherwise disturb the location of the narcotic odor.

Building Searching/Clearing:

The K-9 must be capable of conducting a thorough and systematic independent search of a single floor of a facility. The K-9 must be trained to remain silent while cautionary warnings are given, to bark at any closed door/window that it detects a person is behind or any container that it detects a person is inside, and to automatically apprehend anyone that is found inside the building. This training must be done over multiple flooring types, and with varying levels of lighting.

Apprehension/Water Apprehension:

The K-9 must be able to recall without issue, and to out verbally while off lead and a few feet away from the handler. The K-9 must respond to preparatory commands, and become aggressive upon command while focusing on the target. This training must be done over a wide variety of conditions, varying in temperature, lighting, floor material, weather, etc. The K-9 should be able to navigate small tubes and tunnels (such as sewer and storm water systems) and apprehend a suspect without issue. For water apprehension, the K-9 should have no reservations about swimming out to the target and engaging, and remain engaged

even if submerged briefly.

Handler Protection:

The K-9 must be alert to any threats that may be presented to the handler, and react accordingly. For example, if the handler is pushed /struck, the K-9 must automatically react and perform an apprehension on the target. The K-9 must not be shy of gunfire, and must be able to apprehend a subject that is firing blanks. The K-9 should be protective of their kennel area and vehicle, and bark at unknown individuals that approach to deter them.

Commands:

Commands must be in German or Hungarian, and the K-9 must also be trained to respond to non-verbal cues such as hand signals. Emphasis should be placed on off lead heeling, as this is an important part of the NNDDA certification process. The K-9s also should be trained to "low crawl" with the handler. The K-9's must be acclimated to wearing choke, pinch, E-collars, flat collars, and tracking collars, and must not have any issues wearing a harness for an extended period of time (16+ hours). The K-9 must also not have an issue wearing a ballistic vest, being picked up, or being carried, with or without harness. Muzzle familiarization and wearing is required, but can be conducted in-house if needed. The K-9 must not be shy of loud noises such as car engines revving or backfiring, fireworks, or large crowds.

Tracking:

The K-9 must be trained to track over multiple surfaces (dirt, sand, grass, concrete, asphalt, gravel, and over small waterways such as streams). Tracking training should not automatically end in an apprehension; the K-9 must be trained to alert the handler via barking to any found persons.

Area Search for Suspects/Narcotics:

The K-9 must be trained to be able to search an open area for both narcotics and suspects, while on lead. The K-9 must alert as it normally would for narcotics, and alert to suspects as it would if it had located someone on a track.

Article Search:

The K-9 must be trained to conduct an article search in accordance with NNDDA certification guidelines.

Bail Out:

The K-9 must be trained to automatically exit the vehicle, locate and heel at the handler immediately upon activation of the bail out function. The K-9 must not automatically attempt an apprehension nor should approach other people other than the handler, unless engaging in handler protection. The K-9 should be trained to automatically apprehend any suspect that the handler is physically engaging or fighting with.

Warranty

Contractor to submit terms and conditions of warranty offered. Indicate if warranty commences with acceptance of delivery or on date of executed agreement. If warranty commences on executed date of agreement, include any information on a delayed warranty procedure to cover the interval between date of executed agreement and time of delivery.

SECTION IV – REQUIRED FORMS

BID FORM WITH ACCEPTANCE OF TERMS AND CONDITIONS

TO: City of Panama City Beach, Florida SUBMITTED: _____, **202**_____.

PCB22-32 TWO (2) PD MALINOIS CANINES

The Bidder (s) proposes and agrees if this proposal is accepted this form will be a binding contract with the City of Panama City Beach for the unit cost per canine as listed on each item for **PCB22-32 ITB Two (2) PD Malinois Canines** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

	BREED	AGE	NAME	PRICE
Canine 1	(Male Malinois)	_____	_____	\$_____
Canine 2	(Male Malinois)	_____	_____	\$_____
Delivery Costs (if applicable)				\$_____
			TOTAL	\$_____

I HEREBY ACKNOWLEDGE the undersigned, as Bidder, hereby declares that they have examined and understand the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read, understand and accept all **terms and conditions** as set forth in Section II of this solicitation to bid and upon award of such Proposal, shall fully comply with such terms and conditions.

I HEREBY ACKNOWLEDGE and understand all the terms and conditions contained within this solicitation and incorporated herein become the entire contract to which City of Panama City Beach and contractor will be bound for this project.

I HEREBY ACKNOWLEDGE, that he/she is a duly authorized representative of the company and is able to legally bind the company to this bid offer.

City Authorized Signature

Date

City Manager
Title

Phone Number

Contractor Authorized Signature

Date

Title

Phone Number

REFERENCES

Bidder shall provide a minimum of three (3) references, for which BIDDER is currently providing or previously provided similar types of canines.

1. Client: _____ Contact: _____

Email: _____

Date(s) of Services: _____

Canine Description to include a minimum of Age, Breed, & Training: _____

2. Client: _____ Contact: _____

Email: _____

Date(s) of Service: _____

Canine Description to include a minimum of age, breed & training: _____

3. Client: _____ Contact: _____

Email: _____

Date(s) of Service: _____

Canine Description to include a minimum of age, breed and training: _____

DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
5. Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE _____

COMPANY _____

DATE _____

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF _____
COUNTY OF _____

Authorized Signature

Printed Name

My Commission Expires: _____

Title

Name of Entity/Corporation

Notary Public

Printed Name

NOTARY SEAL ABOVE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

_____ being, first duly sworn, deposes and says that he is _____ of

_____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said Bidder is not financially interested in or otherwise affiliated in a business way with any other Bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidders or person, to put in a sham Bid or that such other person shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price or affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or that of any other Bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or Bid are true; and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Printed Name

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to _____

By _____

For _____

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Section 2871.33 (1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime, or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be

considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

7. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
8. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

PCB22-32 ITB TWO (2) PD MALINOIS CANINES

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this ___day of _____, 20__.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

SECTION V – REFERENCE DOCUMENT

NOTICE OF AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB22-31 ITB Two (2) PD Malinois Canines

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described service in response to its Advertisement for Bids dated December _____, 20____ and associated Information for Bidders.

You are hereby notified that your lump sum price has been accepted by the City.

If you fail to acknowledge this Award within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the required Certificates of Insurance, within the above noted ten (10) calendar day period.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Dated this _____ day of _____, 20____

**THE CITY OF PANAMA
CITY BEACH, FLORIDA,**

a municipal corporation

City Clerk

By: _____
Drew Whitman, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____
Signature

This the _____ day of _____, 20____

Name _____
Printed

Title _____