



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

July 31, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: REBECCA LOVIN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4558

SUBJECT: **AWARD NOTICE, ADDENDUM #1 effective July 31, 2014**
CONTRACT NO. GSS12637- K-9_Security
K-9 Security, Detection and Tracking Dogs and Professional K-9 Equipment

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

Each Vendor's contract shall be valid for a two (2) year period from August 1, 2012 through July 31, 2014. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Contract has been extended through July 31, 2015.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

3. VENDORS:

Untrained Police/Security Dogs "Green" and Trained Specialty K-9		
GSS12637-K-9_SecurityV01 American K-9 Interdiction 4007 Burdette Road Carrsville, VA 23315 POC: Michael Dougherty PH: 757-304-9600 Em: mdougherty@ak9i.com FSF#: 0000136204	GSS12637-K-9_SecurityV02 Bullocks K9 Kennels & Training 1308 Mumford Road Greenville, NC 27835 POC: Michael Bullock PH: 252-752-6874 Em: k9man007@yahoo.com FSF#: 0000136144	GSS12637-K-9_SecurityV03 Custom Canine Unlimited, LLC 672 Porter Road Maysville, GA 30558 POC: Andrew Todd PH: 888-789-7654 x105 Em: atodd@customcanineunlimited.com FSF#: 0000136235
GSS12637-K-9_SecurityV04 Imperial Consulting, L.L.C. 205 Gauraud St. Abbeville, LA 70510 POC: Jeremiah Magnon PH: 337-298-4605 Em: owner@imperialconsultingllc.com FSF#: 0000136143	GSS12637-K-9_SecurityV05 K9 Instincts 160 Willow Ln Portsmouth, RI 02871 POC: Matt Betts PH: 401-640-0626 Em: K9instincts@cox.net FSF#: 0000136138	GSS12637-K-9_SecurityV06 Universal K-9 14439 NW Military Hwy., Ste. 108-105 San Antonio, TX 78231 POC: Ray Nunez PH: 210-858-6830 Em: info@universalk9inc.com FSF#: 0000136195

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Professional K-9 Equipment	
GSS12637-K-9_SecurityV01 American K-9 Interdiction 4007 Burdette Road Carrsville, VA 23315 POC: Michael Dougherty PH: 757-304-9600 Em: mdougherty@ak9i.com FSF#0000136204	GSS12637-K-9_SecurityV03 Custom Canine Unlimited, LLC 672 Porter Road Maysville, GA 30558 POC: Andrew Todd PH: 888-789-7654 x105 Em: atodd@customcanineunlimited.com FSF#: 0000136235

4. SHIPPING TERMS:

F.O.B. destination; freight pre-paid with listed price on pricing spreadsheet.

5. DELIVERY AND PICKUP:

Vendor pricing includes both delivery pricing to the State of Delaware by the vendor and pick-up pricing if the State of Delaware chooses to preview and pick up K9/Security Dogs at the vendor's location. See pricing spreadsheet for specific pricing.

6. PRICING:

Prices will remain firm for the term for the stated term of the contract.

Pricing and discount offerings can be found in the Pricing Spreadsheet.

7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s)** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract will be issued to cover K-9/Security Dog requirements, providing trained and untrained security patrol, detector substance, detector scent and dual-purpose canines for all State Agencies. Canines will be procured in two categories: untrained and trained specialty. Professional K-9 Equipment is also part of this contract.

This contract shall be accessible to any School District, Political Subdivision, Municipality and Fire Department.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. SERVICE CATEGORY SPECIFICATIONS:

The Vendor Shall:

- a. Replace any defective item within (45) days of notification in writing or by fax by the agency at no charge to the State.
- b. All items offered are to be high quality, identical with regular stock products sold under the same brand or trade name to the retail trade.
- c. Upon notification of intent to purchase in writing or by fax by the agency, the vendor will be required to provide K-9's for testing within 45 days.
- d. Acceptable Age: 16-24 months of age at time of testing
- e. Health Guarantee:
 - 1. Documentation of canine's medical history along with x-rays of delivered canines hips, elbows and shoulders will be provided by the vendor upon the acceptance of the canine
 - 2. Canines will be examined by a local veterinarian within one week of final delivery to ascertain the canines' health suitability for police canine training and workability.
 - 3. 2 year genetics
 - 4. 1 year general health

5. Canines being returned for health-related issues must be replaced by the vendor within 45 days of notification at no cost to the State of Delaware
- f. Canines must pass an initial testing process prior to purchase. Testing will include the following as outlined in recommendations of the USPCA:
 1. Temperament:
 - Ball Drive: Retrieve, Hunt and Out
 - Play Drive
 - Nerve Strength (courage/confidence)
 - Steadiness on or around: Steps, Shine and Smooth Floors, Sliding Doors and Loud Noise (Metal and Gun fire)
 2. Hardness
 - Civil
 - Defense
 - Fight
 - Bite grip
 3. Prey Drive
 - Pursuing decoy laterally
 - Pursuing decoy away
- g. Trainability guarantee:
 1. Canine must pass all phases of an approved State of Delaware canine basic course
 2. Canines being returned for trainability related issues must be replaced by the vendor within 45 days of notification at no cost to the State of Delaware
 3. If the vendor is unable to provide an acceptable canine within 45 days, a full refund of the purchase price to the State of Delaware will be required within that 45 day period of notification to the vendor
 4. Fully Trained Specialty Canine's must be able to be certified through NPCA in minimum Handler Protection, Patrol, Tracking, Narcotics, Explosives, Wildlife and Gun, and Trailing.
- h. Canines shall be free from Crippling hip dysplasia and hips will certify with the Orthopedic Foundation for Animals (OFA).
- i. Canines will be delivered with all vaccinations current to age and will have been checked by a Veterinarian of the seller's choice before delivery.
- j. Shipping Charges/Crate Fees/Vet Fees and Airport/Vet Trip Charges are to be included in canine pricing.
- k. For fully trained canines, guarantee passing of certification (NAPWDA, NAPCH, NPCA, APCA or USPCA PD1) prior to delivery or free retraining of the dog.
- l. Guarantee canine work ability and general health for 1 year from date of original delivery. 2 years on genetics.
- m. Any injuries, injury related problems, poisonings, abuse, or neglect will NOT be covered under the guarantee in any case.

- n. Hips and elbows (except for injuries while in the State's possession) are covered for 2 years.
- o. Damage to teeth while in State's possession during guarantee period is not covered and is State's responsibility to repair or cover cost of repair. Any broken teeth or broken bones voids ALL warranties on the dog as well and no returns will be accepted with broken or damaged teeth or broken bones under any circumstance.
- p. For Fully Trained Dogs: Re-certification for life of the dog: vendor will provide fee. Dues are responsibility of State of Delaware and must be paid before any certification testing. The State is responsible for Evaluators charges for travel cost, and/or meals.
- q. For Fully Trained Dogs: Re-training due to unsatisfactory performance of a trained dog, vendor will provide remedial training for K9 and handler at no cost or a trained replacement of the K9 if necessary.
- r. "Green Dogs" (Untrained Police Dogs): If the State does not attend training from vendor or a green dog is purchased then the dog has a 1 year work ability guarantee and 1 year general health guarantee. Damage to teeth while in State's possession during guarantee period is not covered and is State's responsibility to repair or cover cost of repair. Any broken teeth or broken bones voids ALL warranties on the dog as well and no returns will be accepted with broken or damaged teeth or broken bones under any circumstance.
- s. For guarantee purposes, possession starts from the first day of the State taking possession of the dog, be it prior to a school, day one of the school, or the pickup/delivery day of a green dog whatever the case may be.
- t. Replacement canine will have same guarantee as original purchase canine.
- u. Items on the Core Listing for Professional K-9 Equipment will be fixed pricing for the life of the contract unless the vendor notifies the State of lower cost adjustment. If vendor catalog pricing is lower, the State of Delaware will be given the lowest catalog price.

Three Categories: Untrained/Green, Trained Specialty and Professional K-9 Equipment

Category I: Untrained/Green Canine	
#1 Untrained Police Dogs "Green"	<ul style="list-style-type: none"> • <u>Temperament:</u> <ul style="list-style-type: none"> - Ball Drive: Retrieve, Hunt and Out - Play Drive - Nerve Strength (courage/confidence) - Steadiness on or around: Steps, Shine and Smooth Floors, Sliding Doors and Loud Noise (Metal and Gun fire) • <u>Hardness</u> <ul style="list-style-type: none"> - Civil - Defense - Fight - Bite grip • <u>Prey Drive</u> <ul style="list-style-type: none"> - Pursuing decoy laterally - Pursuing decoy away

Category II: Trained Specialty Canine (All of the Above with Specific Training as indicated Below)	
#1 Trained Specialty Security Patrol/Police Dog	<ul style="list-style-type: none"> • Obedience • Agility • Article Search • Criminal Apprehension • Handler Protection
#2 Trained Specialty Narcotics/Contraband Detection	<ul style="list-style-type: none"> • Cocaine • Crack Cocaine • Heroin • Marijuana • Methamphetamine (including ecstasy)
#3 Trained Specialty Explosive Detection	<ul style="list-style-type: none"> • Potassium Chlorate • Sodium Chlorate • Urea Nitrate • Peroxide Based Explosives • Detonation Cord • Plastics (C-4, Flex-X and Semetex-H) • Pyrodex and Smokeless Powder • T.N.T. • Tovex • Ammonium Nitrate
#4 Trained Specialty Accelerant Detection	<ul style="list-style-type: none"> • Gasoline • Light petroleum distillates (ex. Zippo Lighter Fluid, Jasco Lacquer Thinner and Aviation Gasoline) • Medium petroleum distillates (ex. Kingsford Charcoal Lighter Fluid, Citronella Fluid, Fresh Gasoline) • Heavy petroleum distillates (ex. Kerosene, Diesel Fuel, Jet Fuels or Lamp Oil)
#5 Trained Specialty Agriculture	<ul style="list-style-type: none"> • Wild Game
#6 Trained Specialty Human Remains (Cadaver) Scent/Tracking	<ul style="list-style-type: none"> • Land and water tracking • Human blood (fresh and old) • Human decomposition material (tissue, adipocere, wet and dry bone and body fluids) • Burned human tissue
#7 Trained Specialty Article and Air Search Scent/Tracking	<ul style="list-style-type: none"> • Human scented articles left from crime scenes • Avalanche/snow search for victims • Location Check/Pre-scented articles • Non-Specific human scent wilderness area • Disaster Area Environment for live people • Track/Trail People from last known position
#8 Trained Specialty Dual-Purpose Security Patrol/Police Dog with Narcotics/Contraband Detection	<p>All Aspects of Patrol Work with Specialty Narcotics Detection:</p> <ul style="list-style-type: none"> • Obedience • Agility • Article Search • Criminal Apprehension • Handler Protection • Cocaine • Crack Cocaine • Heroin • Marijuana • Methamphetamine (including ecstasy)
#9 Trained Specialty Dual-Purpose Security Patrol/Police Dog with Explosive Detection	<p>All Aspects of Patrol Work with Specialty Explosive Detection:</p>

	<ul style="list-style-type: none"> • Obedience • Agility • Article Search • Criminal Apprehension • Handler Protection • Potassium Chlorate • Sodium Chlorate • Urea Nitrate • Peroxide Based Explosives • Detonation Cord • Plastics (C-4, Flex-X and Semetex-H) • Pyrodex and Smokeless Powder • T.N.T. • Tovex • Ammonium Nitrate
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Category III: Professional K-9 Equipment

#1 Body Bite Suit	<ul style="list-style-type: none"> • Body Bite Suit: Extra padding, Raglan-style sleeves, on-site 3-component system for replaceable sleeves/vest/pants (no sending suit away for replacements), padded suede leather collar for added comfort/protection from high-back or prone position bites. No KEVLAR. Quick release closures, snaps and wide leg design for easy on/removal. Pant zipper for easy on/removal while keeping shoes on. Must be machine washable. • Sizes Requested: Medium fits 5'8" to 5'10" up to 175 lbs. Large fits 5'11" to 6'2" up to 220 lbs. X-Large fits 6'2" to 6'5" up to 250 lbs • Please provide Full Body Suit cost, Jacket Cost, Pants Cost and Sleeves cost separately
#2 Bite Sleeves	<ul style="list-style-type: none"> • Soft Bite Sleeves/Hard Bite Sleeves/Hidden Bite Sleeves/Bite Sleeve Covers <ul style="list-style-type: none"> - Ambidextrous, Left and Right - Belgian - Advanced - Intermediate - Jute - Cuff - Cuff with Handle
#3 Scratch Pants/Jacket	<ul style="list-style-type: none"> • Nylon Padded Scratch Jacket • Nylon Padded Scratch Pants
#4 Muzzles	<ul style="list-style-type: none"> • Original RAM Leather Agitation Muzzle or Leather Agitation Muzzle
#5 Collars	<ul style="list-style-type: none"> • Pinch Collars • Choke Chains • Fur Saver Choke Chains • Electronic Collars • Leather Collars • Leather Harnesses Non-Padded • Leather Harnesses Padded • Nylon Harnesses
#6 Leads	<ul style="list-style-type: none"> • Leather Working Leads • Tubular Nylon Working Leads • RAM-Tech Working leads • Grip-It Working Leads

Award Notice

Contract No. **GSS12637- K-9_Security**

#7 Crates/Kennels	<ul style="list-style-type: none">• Collapsible Aluminum Crate 34"L x 22"W x 27"H; 16-gauge 050 aluminum construction• RAM Kennel 38"L x 25"W x 28"H
#8 Tugs/Balls/Toys	<ul style="list-style-type: none">• Fire Hose Tugs• Balls• Kong Toys
#9 Detector Dog Necessities	<ul style="list-style-type: none">• ScentLogix Explosive Detection Scent Kits• ScentLogix Narcotics Detection Scent Kits• Scent Boxes• Narcotic Bags• Drug Probe
#10 Search, Rescue and Tracking Necessities	<ul style="list-style-type: none">• Adjustable Nylon Search and Rescue Harness• All-Weather MuttLucks• Bark'n Boots Ruff Wear• Search Strobe Lights• Strobe Carrier
#11 Batons and Whips	<ul style="list-style-type: none">• Agitation Baton• Agitation Whip• Agitation Stick• Popper• Padded Stick and Whip Combination

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