



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
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Bid Security

Vendor

CITY OF NEWARK

Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT PROCUREMENT AND UPFITTING

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK

Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT PROCUREMENT AND UPFITTING

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CITY OF NEWARK
Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT PROCUREMENT AND UPFITTING

NOTICE OF LETTING

Bids for Contract No. 23-11—Police Vehicle Equipment Procurement and Upfitting—will be received by the City of Newark Purchasing Division via email (contracts@newark.de.us) **until 2:00 p.m., prevailing time, on Tuesday, August 1, 2023.** Bids will be publicly opened and read aloud via virtual meeting shortly thereafter.

Please contact contracts@newark.de.us for additional information or with questions regarding the submission of this Contract. Questions/requests for information will be accepted until 5:00 p.m., prevailing time, on Friday, July 21, 2023.

Copies of the contract documents may be obtained by each prospective bidder on the City's website at www.newarkde.gov/bids

CITY OF NEWARK
Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT PROCUREMENT AND UPFITTING

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted via email to contracts@newark.de.us by 2:00 p.m., prevailing time, on Tuesday, August 1, 2023. The subject line should read "[Vendor name] bid for Contract No. 23-11." Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, or cashier's check, or bid bond in the amount of 10 percent (10%) of the proposed bid price for the fifteen (15) minimum vehicles denoted in Section 1 of "Special Provisions" on page 11 below, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within twenty (20) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders thirty (30) calendar days after the bid opening date. The successful bidder shall provide the City with a Performance Bond and Payment Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bonds shall be provided to the City with the executed contract within twenty (20) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

3. TAXES

The price(s) quoted shall not include federal or state taxes where applicable. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

4. AWARDS

The City Manager or designee shall review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

5. BID PRICE

The bid price shall include all transportation, delivery, installation, and all charges for the goods and services specified for this project. The vendor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal. No allowance for additional compensation will be considered for failure to comply with this requirement.

6. UNIT PRICES

When applicable, in the event of a conflict or error in extension from unit price to total amount, the unit prices shall prevail and shall be considered the correct bid figures. Bidders are cautioned to thoroughly review their bid figures for errors prior to submitting their proposal.

7. LIST OF SUBCONTRACTORS' CERTIFICATIONS

Each bidder shall execute and submit with every bid, when applicable, a list of subcontractors, including complete names and addresses, whose services the bidder intends to use in performing any work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.

Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal, State, and City law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify compliance with this requirement on the list of subcontractors.

After the contract has been awarded, the successful bidder shall not substitute a subcontractor for another subcontractor whose name was set forth on the subcontractor list which accompanied his bid, without the written consent of the City.

8. LIABILITY INSURANCE

- a. The Vendor shall always maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be

by the Vendor or by any Subcontractor or anyone directly or indirectly employed by any of them.

- b. The Vendor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$500,000 Per Accident
\$500,000 Per Illness, Employee
\$500,000 Per Illness, Aggregate

The Vendor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

The Vendor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Vendor, The City of Newark (Owner), and all other parties required of the Vendor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Vendor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Vendor.

- c. A copy of the Certificate of Insurance must accompany each bid. The Prime Vendor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

9. INSPECTIONS

All equipment shall be subject to final inspection. If, in any way, an item fails to meet the terms of the contract, it may be rejected, or liquidated damages charges made. The decision of the City will be final, and any rejected items or material will have to be replaced at the expense of the bidder.

10. INTENT OF SPECIFICATIONS

It shall be the bidder's responsibility to furnish the equipment specifically indicated in these specifications and such other as may be required.

11. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The vendor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application. The vendor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the vendor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS.

Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the vendor. The vendor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City. Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

12. STANDARDS AND MANUFACTURER'S WARRANTY

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or supplier. The vendor shall warrant good title to all material, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together by him to the City free from any claims, liens, or charges. Neither the vendor nor any person, firm, or corporation furnishing any material or labor covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the vendor for their protection or any right under any law permitting such persons to look to funds due the vendor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

All equipment will be unused in all component parts and will be the latest current production including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standards exceed these, the standard units will be furnished. All material will be free of defects. Manufacturer's standard warranties shall apply.

13. WORKMANSHIP

Workmanship shall conform to the best current manufacturing practice followed for equipment of the type. Component parts and units will be manufactured to definite standard dimensions, with proper fits and clearances.

14. GUARANTEE

The vendor hereby guarantees all the work for a period of three (3) years after the date of completion and final acceptance thereof by the City as follows:

Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.

The vendor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair without cost to the City, any work which may be found to be improper or imperfect and/or which fails to perform as specified.

The guarantee obligations assumed by the vendor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication, or approval by or on behalf of the City of any articles, materials, means, combination of things use or to be used in the construction, performance, and competition of the work or any part thereof.

No use or acceptance by the city of the work or any part thereof, nor any failure to use the same nor any repairs, adjustments, replacements, or corrections made by the City due to the vendor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the vendor under these contract documents.

15. ADVERTISEMENT

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager or their designee. All such requests should be submitted in writing to contracts@newark.de.us.

16. EEO AND LICENSING

The bidder shall possess all business and other licenses required by the State of Delaware and the City of Newark. The bidder must also be a fair and equal opportunity employer.

17. PREFERENCE FOR DELAWARE LABOR AND OTHER GRADING CRITERIA

According to Delaware State Law, any person, company, or corporation who violates the requirements of Delaware Code Title 29, Section 6962 regarding preference for Delaware Labor shall pay a penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it conflicts with Federal requirements.

Due to the City's preference for a local vendor to oversee the procurement and installation of equipment, and quickly handle staff inquiries, repair requests, or other issues, the location of the bidding vendor as well as subcontractors will be taken into strong consideration.

Other bid variables the City shall consider when reviewing bids are:

- Reputation/references
- Facility space for safe storage of vehicles and equipment
- Upfit warranty and/or guarantee
- Turnaround time
- Pricing

18. NON-COLLUSION

The vendor shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

19. INQUIRIES AND ADDENDA

Any inquiries regarding the bidding process shall be directed to the Purchasing Division at contracts@newark.de.us by 5:00 p.m. on Friday, July 21, 2023. Any changes to the contract documents shall be made only by numbered addendum(a) issued not later than four (4) days prior to the date set for bid opening.

Prospective bidders shall bear the entire responsibility for being sure they have received all such addenda. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

20. DAMAGES FOR LATE DELIVERY

The dates for delivery of the equipment are important and may influence the award of the contract. Submitted delivery dates shall be calculated from the date of notification of award. Liquidated damages of \$125.00 per calendar day may be assessed by the City, at its discretion, for every day that delivery is extended beyond the submitted delivery date/turnaround time.

21. PAYMENT

Payment shall be made within thirty (30) days from receipt of a completed vehicle, subject to final inspection and acceptance of the items by the City.

22. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the vendor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the vendor shall be paid for services satisfactorily rendered up to the termination date.

23. INDEMNIFICATION & OWNERSHIP OF MATERIAL

The vendor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend, and hold harmless the City of Newark, its officers, agents, and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon, or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the vendor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

All documents prepared and submitted pursuant to this RFP or contract shall be the property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

24. FORCE MAJEURE OCCURANCE

Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a "force majeure occurrence" means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; or other unusual event outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

25. BIDDER'S QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible or fit bidder, or is not prepared with all the necessary experience, capital, organization, and equipment to conduct and complete the work for which the bidder proposes on the proposal form.

26. SHIPPING & FREIGHT QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

Unless otherwise specified and agreed upon by both parties in writing, all material shall be designated F.O.B. Destination and have freight included in quotations.

27. SEVERABILITY

If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT PROCUREMENT AND UPFITTING

SPECIAL PROVISIONS

1. **SCOPE OF WORK**

This contract is for the procurement of new equipment, removal of old equipment, and installation of new or previously used equipment in Newark Police Department vehicles. The vendor shall provide all tools, consumables, and labor to supplement the Newark Police Department's need for Vehicle Equipment and Upfitting, as described herein. The contract will require the vendor to cooperate with Newark Police Department representatives to ensure the department receives the most current state-of-the-art material and/or services. All components shall be furnished by the vendor unless otherwise noted. The awarded vendor shall supply all incidental consumables including but not limited to incidental components, electrical connections, nuts, bolts and fasteners necessary for the installations.

It should be noted that there is no maximum number of upfits or installations that will be outsourced to the awarded vendor per year. The awarded vendor will be given a minimum of fifteen (15) vehicles to procure equipment for and upfit, but additional procurement and upfitting services shall be completed on as-needed basis for the duration of the contract term at the prices noted in the "Proposal" section below.

The fifteen (15) minimum vehicles associated with this contract are all 2023 Dodge Durango Pursuit AWD. Specifically, twelve (12) of the vehicles will be fully marked per Appendix A, and three (3) will be Administrative per Appendix C. This is what the bid security should be based on (see Section 2 in "General Provisions").

2. **VEHICLES TO BE UPFIT**

The Newark Police Department primarily operates and have the need to upfit the following:

- Chevrolet Tahoe PPV
- Chevrolet Silverado SSV
- Ford Interceptor SUV
- Dodge Ram SSV

- Dodge Durango Pursuit AWD

In addition to the referenced police vehicles, the Newark Police Department shall retain the right to full or partial upfits of a variety of specialty vehicles, motorcycles, pickup trucks, SUVs, or sedans as described in any subsequent Purchase Order. The pricing for such upfitting of currently unknown vehicles shall be consistent with pricing outlined for the noted vehicles herein.

The bidding vendor shall provide standard pricing for the defined packages identified in appendices A through D and component pricing for individual services as requested. All pricing shall be all inclusive of wiring, fasteners, loom, fuses, clamps, bolts, nuts and any other consumables necessary to allow for complete operation of the component being installed. This pricing shall also be inclusive of any costs for procuring equipment and storing vehicles and equipment.

3. EQUIPMENT SPECIFICATIONS

A. Marked Patrol Vehicles

See appendix A

B. Unmarked Patrol Vehicles

See appendix B

C. Admin Vehicles

See appendix C

D. K9 Vehicles

See appendix D

The Newark Police Department shall reserve the right to utilize or re-utilize remanufactured and/or used equipment at their discretion and with advance notice. If other than new equipment is used, the vendor shall test, but otherwise not be liable for equipment warranty except as it applies to the agreed-to installation. For example: the Newark Police Department may from time to time require the vendor to install used equipment (i.e., prisoner partitions, weapon mounts, console, etc. from vehicles being turned in and replaced by the new vehicle). If, in the opinion of the vendor, such remanufactured and/or used equipment is unsuitable for installation, the vendor shall notify the Newark Police Department accordingly.

Should a piece of equipment or component specified in appendices A through D not be available, experience a significant cost increase, or not able to be installed in a specific vehicle, the vendor will be permitted to substitute with a comparable piece of equipment or

component. All substitutions must be approved prior to installation by the Newark Police Department.

4. PROPOSAL PRICING

The vendor's proposal shall be inclusive of service charges for procuring material, storing material, and upfitting services. The cost of material shall not be included in this price—the cost of equipment procured shall be invoiced to the City by the awarded vendor once procured. Pricing on equipment shall be confirmed with the Newark Police Department.

While the pricing provided through bidders' submissions should be inclusive of all specifications outlined, not every piece of equipment will be needed for each upfitting. Prior to the procurement of equipment for equipment, NPD shall provide the awarded vendor with the needed equipment for each upfit.

Total price should be indicated on the "Proposal" form below, while unit pricing should be added to the appendices at the end of this document. All forms should be submitted as part of the vendor's bid.

5. GENERAL UPFIT REQUIREMENTS

The vendor shall have and maintain appropriate manufacturer certification to receive direct vehicle shipments. The vendor shall be required to identify said manufacturers they are eligible to receive vehicle shipments from, and if awarded, shall make every reasonable effort to maintain the same certifications through the contract period. Should any individual manufacturer certification lapse during the awarded contract period, the awarded vendor shall immediately notify the Newark Police Department and the City of Newark Chief Purchasing Officer. Any certifications required by equipment manufacturers for installation of equipment will be the responsibility of the vendor to obtain.

A. TURNAROUND TIME

The vendor shall identify an approximate but realistic turnaround time associated with completion of a partial or full upfit for each of the vehicle specifications identified in appendices A through D. The Newark Police Department shall review and verify the ability of the vendor to meet the timeline as represented in their proposal. The vendor shall confirm ability to meet the proposed upfit installation timeline or is further obligated to notify the Newark Police Department of any anticipated delays.

All anticipated completion dates are contingent on receiving all necessary equipment in

a timely and operational condition. Turnaround times should take into consideration the ordering of equipment, removal and installation of equipment, and quality assurance checks. After work has commenced, any deviation or variances need to be identified to the Newark Police Department within 72 hours. Should it be determined that a vendor is consistently missing the timelines, the vendor will be subject to corrective action which may impact contract extensions and/or rebid awards.

B. RECEIPT AND SAFEGUARD OF EQUIPMENT AND VEHICLES

The awarded vendor shall be required to receive, acknowledge, store, and safeguard vehicles and equipment to be upfitted. Vehicles shall be secured in an area protected by fences, security, and any other means necessary to protect the City of Newark's vehicle resources. On receipt, police vehicles and equipment shall be insured by the vendor against damage from vandalism, theft, accident and/or any other circumstance that may imperil or diminish City assets.

Vehicles delivered to a vendor's facility and/or subcontractor shall be the responsibility of the vendor on receipt, and until returned to the Newark Police Department. Responsibility shall extend and include retrieval to correct, repair and/or warranty a prior installation or repair.

Equipment to be used in vehicle upfitting (i.e. lightbars, sirens, electronics, etc.) shall be secured in a locked room, facility or similar, and shall be insured by the awarded vendor up to and until received back and acknowledged by the Newark Police Department or designated agent.

The Vendor shall inspect all shipments for damage or shortage in delivered quantities. If damage or shortage is noted, the Vendor must immediately contact the vehicle or equipment provider, note the condition of the received materials and request replacement or return necessary to affect the upfit installation requested. Any and all communications to vehicle and equipment manufacturers must copy the Newark Police Department. If the Vendor is unable to correct the received deficiency, the resolution must be immediately elevated to the Chief Purchasing Officer and/or Newark Police Department.

C. SPECIALIZED EQUIPMENT NEEDS

Partitions, consoles, gunlocks, Radar, etc., will be installed according to manufacturer's specifications in coordination with NPD. Some deviation may be required based on NPD's needs and as agreed to. Computer mount base and platform will be installed per manufacturers' instructions. Antennas will be installed as prescribed by NPD. In car

Camera System will be mounted as per manufacturer requirements. The specific location of components will be agreed upon by the agency and upfitter prior to full production. Modem/Router will be mounted as prescribed by Agency.

D. WIRING INSTALLATION

All wiring will follow the Vehicle manufacturer and the Equipment manufacturers' instructions. All wiring will be standardized and follow an agreed upon wiring schematic. NPD will be provided schematics as requested with Copyright rights for reproduction and use. Any item installed or wiring routed must be done in such a way to not interfere with any air bag deployment. All wiring connections must use any vehicle manufacturers wiring harnesses intended for upfitters. If any pass thru is already available and intended for an upfitter the pass thru will be used. Any other wiring pass thru in the fire wall and/or body must use grommets. All wiring must be color coded and uniform throughout all vehicles. Each wire run must be a continuous length (no splices). All connections must use a weatherproof (weatherpack type) connector that will allow the component it connects to, to be unplugged and removed without cutting any wires. Any wires that are connected with a butt connector will be the heat shrink type. No taps or scotch lock type connectors are allowed. Blunt cut ends not used will have a butt connector crimped on. All power connectors will originate from its' own power stud/connection and fused. Using a main power supply cable to a fused distribution buss is preferred. All grounds will be on a separate ground for that circuit.

Any harness/wires passing the outer shell of the vehicle will use a grommet and be sealed against water/air intrusion (Lightbar harness, etc). All power supply wires will be of adequate size to accommodate the maximum amperage draw plus 20%. Any exposed wire harnesses will be bundled in an appropriately sized loom and secured.

6. INSPECTION

Completed vehicles will be inspected by a Newark Police Department representative upon delivery. If problems are found during the acceptance inspection, the vendor may correct any problems before leaving or they will be required to take the vehicle back for repair at no charge to the department. The vendor may agree to send their service truck and personnel to the City's site to make corrections.

Any damages (stripped fasteners, soiled interiors, burns, etc.) caused during installations must be repaired before delivery to the Newark Police Department. Broken Trim panels must be replaced with new. Any cables or wiring found after the inspection to have been damaged during installation (crushed, fasteners piercing insulation, cuts, cross threaded, stripped threads, etc.) will be the responsibility of the vendor to remove and replace at no cost to the

department.

An initial visit or schedule to correct noted deficiencies will be completed and/or scheduled with the Newark Police Department within 48 hours of notification of suspected problem.

If a problem potentially affects the safety or serviceability all repairs must be done immediately.

7. INSTALLATION WARRANTY

Responding vendors shall clearly identify their warranty and any limitation on the warranty applied to materials and equipment installed on behalf of the Newark Police Department.

If the Newark Police Department contacts the vendor, the vendor shall be responsible for fixing, correcting, programming or otherwise re-installing defective equipment. Transportation to and from the repair agency or location shall be at the cost and the responsibility of the awarded vendor. Corrective repairs including but not limited to programming, repair, replacement and/or re-installation shall occur at vendor's expense.

The vendor shall reserve the right to attempt repair(s) on agency premises, but shall only be granted permission on request, and shall supply all equipment necessary to complete corrective actions.

If a repair is identified as not a fault of the vendor, including defective equipment, the vendor shall promptly notify the Newark Police Department, and request authorization prior to completing said repairs. The vendor shall retain the right to back charge the Newark Police Department the flat rate service charge at the rate identified in their awarded.

The awarded vendor shall take every reasonable precaution to avoid the invalidation of manufacturer warranty on products and components installed or serviced.

8. REMOVAL OF INSTALLED EQUIPMENT

The Newark Police Department may request the awarded vendor remove installed equipment from a previously upfit vehicle. Bidding vendors shall provide an hourly price or price per unit of equipment they are willing to uninstall or remove. If and when this requirement exists, the Newark Police Department will obtain pricing from the upfit vendor and the department has the right to accept or reject the pricing.

At a minimum, the following requirements MUST be met:

- Appropriate care and protection of city-owned equipment and vehicles must remain of

critical importance.

- Lightbars must be removed with wiring harness intact. If any installation prevents the removal with the wiring harness still connected, the vendor must notify the Newark Police Department and obtain approval prior to removal.
- All power leads MUST be 'tied off' or otherwise secured from short circuiting the vehicle and/or the vehicle equipment electrical circuits. The Newark Police Department may specify full removal of power leads as deemed appropriate but shall notify the vendor prior to removal.
- Vendors are discouraged from cutting wires to remove remaining equipment, but may leave wires in place, bundled and tucked in and behind panels as appropriate.
- All removed panels must be replaced.

NOTE: Vendors that return previously operational vehicles in an inoperable or in a short circuit status will be required to resolve and correct at their own expense and at the timetable as identified by the Newark Police Department.

9. CONTRACT PERIOD

The length of the contract will be for two (2) years commencing at the time of contract execution. By mutual consent of the contracted firm and the City, the contract may be renewed or extended for two (2) additional one (1) year periods, not to exceed a total of four (4) years. This option shall only be exercised if agreed to in writing by both parties and approved by the City Manager and/or City Council where applicable.

10. BIDS

All bids must be submitted on the "Proposal" form provided in this contract document by 2:00 p.m., prevailing time, on Tuesday, August 1, 2023.

11. VENDOR REFERENCES AND WORK EXAMPLES

Upon request, the bidder shall supply to City staff examples of previous related work completed as well as previous customer references.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT PROCUREMENT AND UPFITTING

PROPOSAL

TO: The Mayor and City Council
Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder has carefully examined the General Provisions, Special Provisions, Equipment Specifications, and Proposal to be known as Contract No. 23-11 and binds himself upon award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which contract this Proposal and said General Provisions and any Addenda shall be a part, and to furnish the equipment as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions, Special Provisions, and Technical Specifications, at the following named prices for the items:

SPECIFIC PACKAGES- INSTALLATION ONLY

Vehicle Type	Total Price	Turnaround Time (After Receiving Equipment)
Patrol Marked		
Patrol Unmarked		
Admin		
K9		

ADDITIONAL SERVICES

Service	Hourly Rate, as spec'd
Upfit removal - Rate shall be listed as Cost Per Hour	
Optional Installation/Repair outside of warranty - Rate shall be listed as Cost Per Hour	

This proposal shall be irrevocable for a period of 60 days after bids are opened.

We acknowledge receipt of Addendum(s) No(s). _____

Exceptions: _____

We acknowledge that we **are/are not (circle one)** registered on www.sam.gov. We also acknowledge that there are no exceptions noted against us as outlined on www.sam.gov.

www.sam.gov unique entity identifier (UEI) # - if applicable: _____

DATE: _____

BIDDER: _____

BY: _____

Legally authorized representative.

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK
Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT PROCUREMENT AND UPFITTING

BOND TO ACCOMPANY PROPOSAL
(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ of the County of _____ and
State of _____, principal, and _____ of
as surety, legally authorized to do business in the State of Delaware, are held and firmly bound
unto the City of Newark in the sum of _____ Dollars, to be paid to said City of Newark
for use and benefit of the Mayor and Council of Newark, for which payment well and truly to be
made, we do bind ourselves, our and each of our heirs, executors, administrators and successors,
jointly and severally, for and in the whole, firmly by these presents. Sealed with our seal dated
the _____ day of _____ in the year of our Lord, two thousand and twenty (2020).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the above bounded principal
who has submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 23-
11, Police Vehicle Equipment Upfitting, and if said shall well and truly enter into and executes said
contract and furnish therewith such Surety Bond or Bonds as may be required by the terms of said
contract and approved by said City of Newark, said Contract, and said Bond to be entered into
within ten (10) days after the date of official notice of award thereof in accordance with the terms
of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS:

SIGNED _____(SEAL)

BY _____(SEAL)

SIGNED _____(SEAL)

BY _____(SEAL)

CITY OF NEWARK
Delaware

CONTRACT NO. 23-11

POLICE VEHICLE EQUIPMENT UPFITTING

NON-COLLUSION STATEMENT

Date: _____

City of Newark
Newark, Delaware

This is to certify that the undersigned bidder _____
has not, either directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with this proposal
submitted to the City of Newark on the _____ day of _____, 20__.

Signature of Bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 20__.

My Commission expires _____

Notary Public

APPENDIX A: MARKED PATROL VEHICLES

QTY	Product Description
1	Soundoff Signal Mpower Light Bar
2	Soundoff Signal Mpower - Grille Lights
2	Soundoff Signal Mpower Fog Light
1	Soundoff Signal 100W Speaker Front Bumper
1	Soundoff Signal Speaker Bracket Front Bumper
2	Soundoff signal 15deg Wedges Running Boards
4	Soundoff Signal Mpower Stud Mounts - R/B/W Running Board lights
2	Soundoff Signal Undercovers - R/B Headlamps
2	Twist Lock Collars Headlamps
2	Soundoff Signal RBW Intersectors Mirrors
1	Soundoff Signal Mirror Mounts
1	Soundoff Signal Mpower Stud Mount- Amber Inside D/S Front Door
2	ETTFUT-16 - Taillamp Flasher
1	Soundoff Signal Mpower Stud Mount - R/B Rear Bumper
3	Soundoff Signal 500 Siren - 100W - Remote - Push Button
3	Soundoff Signal Remote Node
1	Soundoff Signal Remote Node Harness
1	Soundoff Signal Link Module
1	Soundoff Signal Aftershock Siren - 100W Speaker
2	Soundoff Signal Aftershock Speaker Bracket
1	Red/White Dome Lamp
1	Troy Products Console
1	Troy Products Siren Faceplate
2	Troy Products Radio Faceplate
1	Magnetic Mic
1	Troy Products Beverage Holder
1	Troy Products Storage Tray
1	Troy Products Arm Rest
1	Troy Products Computer Mount
1	Troy Products Full Prisoner Partition
2	Troy Products Window Guard
1	Troy Products Cargo Mount
1	Troy Products Electronics Tray
1	Troy Products Gas Struts
1	Troy Products Weapon Vault
1	SETINA Blac-Rac Weapon Mount
1	Motorola APX6500 Remote Mount Radio
1	Cradlepoint R1900-5GB - Wireless router with Low Profile 9-in-1 5G Dome Blk -Ftd Ext Cbls
1	Delay timer
1	Brothers Pocket Jet (PJ763) printer
	Axon Fleet Mobile In-Car solution (Agency provided)

APPENDIX B: UNMARKED PATROL VEHICLES

QTY	Product Description
1	Soundoff Signal Mpower Grille Lights
1	Soundoff Signal - P/S Fog Lamp
1	Soundoff Signal D/S Fog Lamp
1	Soundoff Signal 100W Speaker Front Bumper
1	Soundoff Signal Speaker Bracket Front Bumper
2	Soundoff Signal Undercovers - R/B Headlamps
2	Twist Lock Collars Headlamps
2	Soundoff Signal RBW Intersectors Mirrors
2	Soundoff Signal Mirror Mounts
1	Soundoff Signal Mpower Quick Mount- Amber Inside D/S Front Door
1	Soundoff Signal Dual Shrouds Front Windshield
4	Soundoff Signal NForce Interior Visor Lightbar
4	Soundoff Signal Mpower Stud Mount - R/B Side Cargo & Front Dash
2	Soundoff Signal Single Shroud Side Cargo
1	nFORCE 6mod - RA/BA Rear Windshield
2	Soundoff Signal Single Shroud Side Cargo
1	Soundoff Signal Mpower Stud Mount - Red Downward License Plate
1	Soundoff Signal Mpower Stud Mount - Blue Downward License Plate
2	Soundoff Signal Mpower Quickmount - R/B Rear Bumper
1	Soundoff Signal 500 Siren - 100W - Remote - Push Button
2	Soundoff Signal Remote Node
2	Soundoff Signal Remote Node Harness
1	Soundoff Signal Link Module
1	Soundoff Signal Aftershock Siren - 100W Speaker
1	Aftershock Bracket
2	Red/White Dome Lamp
1	Troy Products Console
1	Troy Products Siren Faceplate
1	Troy Products Radio Faceplate
2	Magnetic Mic
1	Troy Products Beverage Holder
1	Troy Products Storage Tray
1	Troy Products Arm Rest
1	Troy Products Computer Mount
1	Troy Products Full Prisoner Partition
2	Troy Products Window Guard
1	Troy Products Cargo Mount
1	Troy Products Electronics Tray
1	Troy Products Gas Struts
1	Troy Products Weapon Vault
1	SETINA Blac-Rac Weapon Mount
1	Motorola APX6500 Remote Mount
1	Cradlepoint R1900-5GB - Wireless router with Low Profile 9-in-1 5G Dome Blk -Ftd Ext Cbls
1	Delay timer
1	Brothers Pocket Jet (PJ763) printer
1	Axon Fleet Mobile In-Car solution (Agency provided)

APPENDIX C: ADMIN VEHICLES

QTY	Description
2	Soundoff Signal mPower Grille Lights Red/Blue
2	Soundoff Signal Intersectors Under Mirror Lights Red/Blue
2	Soundoff Signal Under Mirror Mounts
2	Soundoff Signal mPower Rear Bumper Lights Red/Blue
1	Soundoff Signal Taillight Flasher
1	Soundoff Signal 100 Watt Speaker
1	Soundoff Signal Speaker Bracker
1	Soundoff Signal nErgy Remote Siren Controller
1	Troy Products Elevated Platfom
1	Troy Products Gun Box with Push Button Locks
1	Motorola APX6500 Remote Mount
4	Mpower Stud Mount - R/B/W Front Windshield
1	nFORCE 6mod - RA/BA Rear Windshield
2	Dual Shrouds Front Windshield

APPENDIX C: K9 VEHICLES

QTY	PRODUCT DESCRIPTION
2	Soundoff Signal mPower Grille Lights R/B
2	Soundoff Signal mPower Rear Bumper R/B
1	Soundoff Signal nForce Visor Bar R/B/W
1	Soundoff Signal nForce Rear Bar RA/BA
2	Soundoff Signal Intersector Mirror Lights R/B
2	Soundoff Signal Mirror Brackets
1	Soundoff Signal Headlight Flasher
1	Soundoff Signal Taillight Flasher
4	Soundoff Signal Mpower Stud Mounts - R/B/W Running Board lights
1	Soundoff Signal nErgy 400 Remote Sirent
1	Soundoff Signal 100 Watt Speaker
1	Gamber Johnson Console
1	Dual Cup Holders, Armrest, 3 Acc and 2 USB
1	Laptop Docking Station, Delay Timer
1	American Aluminum E-Z Rider
1	Ace K-9 Hot-n-Pop
1	Ace K-9 Fan Kit
1	Truck Vualt All Weather Two Drawer for RAMBOX
1	Tri-Folding Tonneau Cover with Ram Box
1	Motorola APX6500 Remote Mount
1	Cradlepoint LBR900LPE with Low Profile 5-in-1 MINO LTNE MMO WRLS 2.4/5GHZ & GPS Antenna
1	Delay timer
1	Brothers Pocket Jet (PJ773) printer
1	Axon Fleet Mobile In-Car solution (Agency provided)