

Below is the weekly report for the week ending today, February 16, 2024.

Items for Newsletters:

1. **Potential Charter Amendment:** City Council unanimously approved a charter amendment request on Monday evening that would authorize the City to charge a tax on UD of up to \$50 per student per semester, for students enrolled in classes in-person in the City of Newark. The revenue from this tax of up to \$2.4 million per year, if approved, would go toward general fund services that benefit the University and its students like the Newark Police Department, maintenance of City parks and streets, etc. We feel that this tax is appropriate due to the lack of adequate direct financial support from the university despite 42% of Newark's tax base being tax exempt, largely due to the university. Attached is a copy of the approved resolution that requests the charter amendment. Please contact your local state senator and representative to let them know your position on this potential new tax.
2. **Temporary Refuse Service Delays:** Beginning Monday, February 12th, staff shortages will require a temporary adjustment to refuse collection that will result in delayed collections and limited bulk collections until February 26th. To maintain a reasonable level of service during this time period, we will have the available crew members work later into the day during the work week and on weekends to make sure refuse carts are collected. We anticipate being back to normal operations on or around the week of February 26th and appreciate our residents' patience and cooperation during this time.
3. **Free Water for a Year initiative:** We have selected our second winner! There are 2 more chances to win \$1000 worth of free water for anyone who completes a survey before June 2024. Newark Water customers are encouraged to complete the online survey at this link: <https://newarkde.gov/lead> to enter a sweepstakes for free water for a year, up to \$1000 value! The data we collect will help complete a required inventory of service lines and reduce operating costs for the water utility.
4. **Yard Waste Collection – Winter Schedule:** City-wide Yard Waste Collection will be available by appointment only until March 2024. Residents may call Public Works to schedule a yard waste collection during this period. Pickups will be scheduled for Wednesdays during weeks without a City Holiday.
5. **CSX Crossing Improvements (Road Closures):** CSX, DeIDOT, and Public Works have been working to coordinate planned track improvement in the City that will result in multi-day road closures of North College Avenue, New London Road, and West Main Street. The work involves tie replacements at these three railroad crossings including paving improvements at the New London Ave/West Main Street railroad crossings adjacent to Deer Park. Historically, the tracks near Deer Park Tavern have been a site of incidents where vehicles have errantly turned on to the tracks and become trapped due to the abrupt grade change between the tracks and travel lanes. The planned work includes filling the area adjacent to the track with asphalt at New London Road and West Main Street, which will decrease the likelihood of a vehicle being trapped on the tracks requiring the assistance of Newark Police or AETNA to avoid a collision

with an oncoming train. This is an improvement that has been long awaited and will significantly improve safety at this location. CSX will be running trains during the closures to maintain a required level of service, but the exact schedule is currently unknown. The referenced closures are weather dependent and are tentatively scheduled as follows:

North College Avenue – 3/3/2024 (3-4 day duration)

New London Road and West Main Street – 3/11/2024 (3-4 day duration)

This work will not be without some disruption to traffic due to the road closures and required pedestrian detours. The approved detour plans have been attached for your reference. We have been coordinating with the University regarding the impact to students during the North College Avenue closure specifically. Pedestrians will not be allowed to use the N. College Avenue crossing during the closure. It should be noted that there may be some pedestrian that are reluctant to follow the detour and chance crossing the tracks in other locations along the rail. We are working with the University to implement creative measures that will avoid this kind of risky pedestrian crossing to the maximum extent practicable.

6. **City newsletter:** To sign up for the City's email newsletter, [click here](#).

Facilities and Purchasing

1. **Police Station Roof Replacement:** The NPD roof replacement is substantially complete. The contractor will be moving to cornice repairs in the next week or so, which will greatly improve the aesthetics of our building and make it more secure from a water/weather penetration standpoint.
2. **Council Chamber Renovations:** Council Chamber renovations are slated to begin March 4th with minor demolition work; after the last Council meeting in March they will ramp up the renovation work.
3. **Charging and Fueling Grant Status:** The City has officially received notice that we were **not** selected for Charging and Fueling Infrastructure grant funding from the Department of Energy. We believe this application was very applicable to the grant program and we have reached out for comment regarding why no funding was provided. This would have added level 2 charging stations in additional municipal parking lots and City parks.
4. **Purchasing Manual:** The Purchasing Division has completed the Purchasing Policy Manual, a task decades in the making. This has been CPPO Jeff Martindale's primary task with the City since joining, but was derailed by COVID, construction projects, grant requests, and other special assignments for the City. These documents are attached and will be brought to Council for formal approval later in the spring.

Public Works

1. **State Revolving Fund Notices of Intent:** In order to access funding through the State Revolving Loan Funds, we are required to submit Notices of Intent to borrow money. These projects are then evaluated based on a point system against other applications and awarded funding, typically in the form of low interest loans as we have taken out for water main replacement, Hillside Park, etc. over the past 5 years. These applications generally match the approved budget, but some may be submitted in anticipation of the 2025 budget in order to secure funding. Submitting an NOI does not obligate us to use the funding, but we need to submit in order to be eligible. NOI's are due February 16, 2024, and priority lists describing the awarded funding will be available in April. Utilizing this program has also provided substantial loan forgiveness in the past with the possibility of more in the future.
2. **Stormwater/Drainage Projects:** Staff met with our consulting engineer this week to kick off design work needed for several drainage concerns around the City. Priority for analysis and design will focus on the Swarthmore and Shull Drive areas in Devon/Binns and the Academy Street area south of East Park Place, along with several storm outfall locations that need rehabilitation. We expect to have a design completed in 2024 and construction to take place in 2025.
3. **Water Main Replacement Contract:** Our contractor, Mumford and Miller, is working on water main replacement along Dillwyn Road in Windy Hills. Traffic is restricted, but all residents will have access to their homes unless otherwise notified. This work is outside of the City limits so DelDOT is involved with any detours and closures.

Police

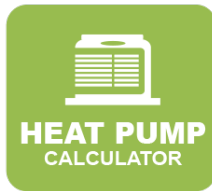
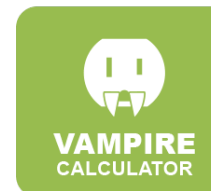
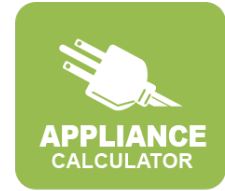
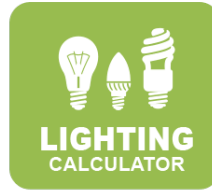
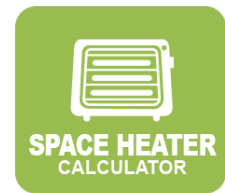
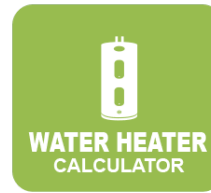
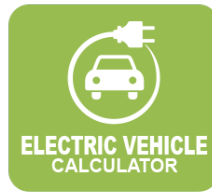
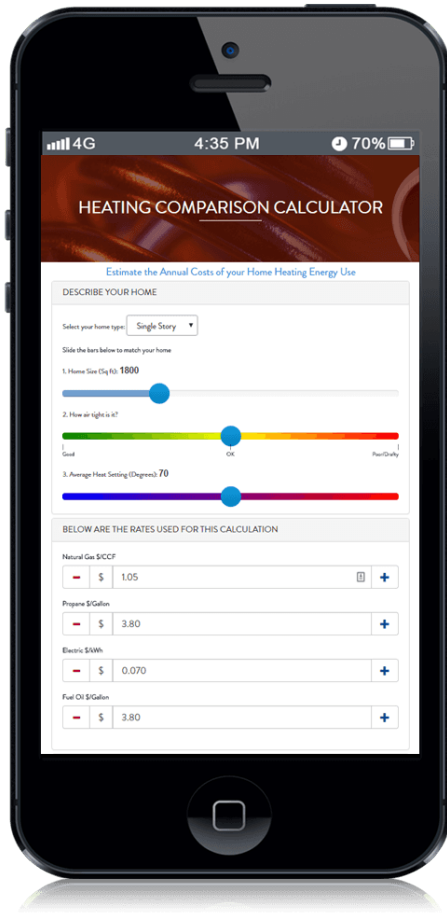
1. **Recruitment and Retention:** Following approval from City Council, Newark PD have signed a one-year extension with Epic Marketing to continue and expand social media advertising for the police officer position. Newark PD have seen success in this advertising campaign and will continue for another year as we continue to try to fill vacancies.
2. **Officer Recognition:** On February 14, 2024, Sgt. Mike Watson was recognized as the Friends of Fusion Foundation Officer of the Month. On behalf of the Friends of Fusion Foundation, Sgt. Watson selected the Exceptional Care for Childre facility as the recipient of a \$1,000 donation on behalf of the foundation. Sgt. Watson, along with members of NPD and the Friends of Fusion Foundation visited the facility for a check presentation and were greeted by several of the residents. The officers and foundation members were presented with several handmade Valentines Day cards and were treated to a short musical performance.

Parks and Recreation

1. **Parks Maintenance:** Completed ball field inspections and preparing fields for the start of baseball and softball season. Tree work continues in Redd Park and along the Chritina Valley Stream and clearing of blockages along the Christina Creek.
2. **Recreation:** Organization of the annual egg hunt that will be held at White Clay Creek State Park on Saturday, March 23.
3. **Community Gardens:** Community garden registrations are ongoing with 46 of the 57 plots filled at the Fairfield Park garden and 15 of 20 at Dickey Park Garden.

Finance

1. **2023 Audit:** Auditors were in the office last week completing field work. They are scheduled to be back in the office the last week of March, with the plan to have the audit completed by June 15th.
2. **Utility Billing Software Update:** The Silverblaze project which is the replacement/upgrade of our utility billing software has fallen behind schedule. We have three outstanding items that the vendor is working to resolve. Our goal is to now have it launched by April.
3. **Tax payments by phone:** Staff are working on a phone system that will allow tax bills to be paid over the phone, similar to the option provided for utility payments. Our current plan is to have this in place and operational before the annual tax bills are generated.
4. **Pension and OPEB Investment Update:** We have begun the transition of the City's pension and OPEB custodian from Vanguard to Charles Schwab as approved by City Council. The expected transfer date of all funds is February 29th.
5. **New Electric Utility Resources for Newark Electric Customers:** [News Flash • The City of Newark Launches Tools to Help Custo \(newarkde.gov\)](#)



**CITY OF NEWARK
DELAWARE**

RESOLUTION NO. 24-C

A RESOLUTION TO REQUEST AN AMENDMENT TO THE NEWARK CITY CHARTER, BEING CHAPTER 152 OF VOLUME 48, LAWS OF DELAWARE, BY AUTHORIZING THE CITY OF NEWARK TO LEVY AND COLLECT A TAX OF UP TO \$50 PER FULL OR PART TIME UNDERGRADUATE OR POSTGRADUATE STUDENT, PER SEMESTER, AT ANY COLLEGE OR UNIVERSITY THAT HOSTS IN PERSON CLASSES WITHIN THE CITY OF NEWARK. THIS TAX APPLIES TO ALL COLLEGES AND UNIVERSITIES INCLUDING ANY ORGANIZATIONS THAT ARE CONSIDERED SUBDIVISIONS OF THE STATE OF DELAWARE OR ARE OTHERWISE TAX EXEMPT.

WHEREAS, the City Council is committed to ensuring the Charter of the City of Newark remains up-to-date and is responsive to the needs of the residents of the City; and

WHEREAS, more than 42% of real estate within the City of Newark is tax exempt, largely due to the presence of the University of Delaware; and

WHEREAS, the University of Delaware and the students that attend the University of Delaware within the City of Newark rely on the City to provide services that are financially supported by property tax revenue like police services and road maintenance; and

WHEREAS, the University of Delaware first began providing a payment in lieu of taxes (PILOT) to the City in the amount of \$120,000 in 1965 to help address the financial demands placed on the City due to the presence of the University; and

WHEREAS, The University of Delaware added a separate annual police support subvention payment of \$60,000 in 2001, which has remained at that level for the last 23 years; and

WHEREAS, outside of specific projects, the University of Delaware has not adjusted the baseline PILOT made to the City of Newark since it was first enacted, 59 years ago, despite enrollment quadrupling since 1950, significantly diluting the financial aid provided to the City of Newark per student; and

WHEREAS, if the original PILOT payment had been increased equal to the change in the consumer price index published by the US Bureau of Labor Statistics, it would be \$1,179,792, ignoring the parallel increase in student enrollment; and

WHEREAS, the University of Delaware has chosen to pay the large majority of their payments to the City with a credit card which costs the City over \$400,000 per year in credit card

processing fees despite the City's repeated requests for them to use a lower cost payment methodology; and

WHEREAS, the City believes it is imperative that it have access to stable revenue sources in addition to property tax so it can continue to provide essential services to its residents, the University of Delaware, and the City's business community; and

WHEREAS, through discussion at a Council meeting, members of the City Council have agreed that the following changes should be requested for the consideration of the State Legislature.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newark, at least three quarters of all members elected thereto concurring, that the General Assembly is hereby respectfully requested to amend the following section of the municipal Charter of the City of Newark, Chapter 152, Volume 48, Laws of Delaware, as amended, by adding text as shown by underlining as follows:

404 POWER TO RAISE REVENUE.

The council shall have the power to levy and collect taxes on real property within the city, except that which is not assessable and taxable by virtue of any law of the State of Delaware, which shall not be more than two (2) per cent of the assessed valuation of the assessable and taxable real estate within the city in any year clear of all delinquencies and expenses of collection; provided, however, in addition thereto, the council shall have the power to levy the taxes necessary to service the bonded indebtedness of the city.

The council shall have the right to grant or refuse, and to charge fees for licenses or permits for traveling shows and other businesses of any description within the city and to control their use of any property within the city.

The council shall have the power to levy and collect franchise fees and to impose sewer rentals on sanitary sewers.

The council shall have the power by ordinance to allow discounts for early payment of taxes, to impose reasonable penalties and forfeitures for tax delinquencies, and to review and determine proper and appropriate properties to be exempt from taxation. The council shall have the power by ordinance to exempt from taxation not more than five thousand dollars (\$5,000.00) of assessed value of real property of persons over sixty-five (65) years of age whose income does not exceed three thousand dollars (\$3,000.00) per annum, as defined by ordinance.

The council shall have the power to fix the rates for utilities operated by the city and to collect and utilize revenues from such utilities for the benefit of the city.

The council shall have the right to levy and collect taxes upon all gas mains, water lines and telephone power poles or other erections of like character erected within the limits of the City of Newark, together with the wires, cables and appliances thereto or thereon attached, as well as such wires, cables and appliances which may be installed underground, and to this end may, at any time, direct the same to be included in or added to the city assessment. In case the owner or lessee of such poles or erections and such wires, cables and appliances shall refuse or neglect to pay the taxes that may be levied thereon, the said taxes may be collected as in the case of other taxes.

The council shall have the right to impose a lodging tax of no more than 3 percent of the rent, in addition to the amount imposed by the State, for any room or rooms in a hotel, motel or tourist home, as defined in §6101 of [Title 30](#), which is located within the boundaries of the City of Newark.

The council shall have the right to levy and collect a tax of up to \$50 per fall and spring semester, per full or part time undergraduate or postgraduate student, at any college or university that hosts in person classes which are located within the boundaries of the City of Newark. This tax only applies to such students enrolled in classes taking place within the City of Newark, and is applicable to all colleges and universities including any organizations that are considered subdivisions of the State of Delaware or are otherwise tax exempt, including but not limited to the University of Delaware.

The annual tax set forth above will be adjusted annually using the Consumer Price Index ("CPI"), beginning on January 1, 2026. CPI increases may occur not more than once in any twelve (12) month period. Any annual increase shall not exceed the percentage increase for the previous twelve (12) months for the Consumer Price Index for all Urban Consumers (Philadelphia-Camden-Wilmington, not seasonally adjusted), U.S. Department of Labor (or any successor index).

Tax payments made under this section can not be made via credit card and instead must be processed using the Automated Clearing House (ACH) network or approved payment method as directed by the City Manager.

RESOLVED at a Regular Meeting of Council on February 12, 2024.

VOTE: 7 to 0.



Mayor

Attest:



City Secretary

SYNOPSIS

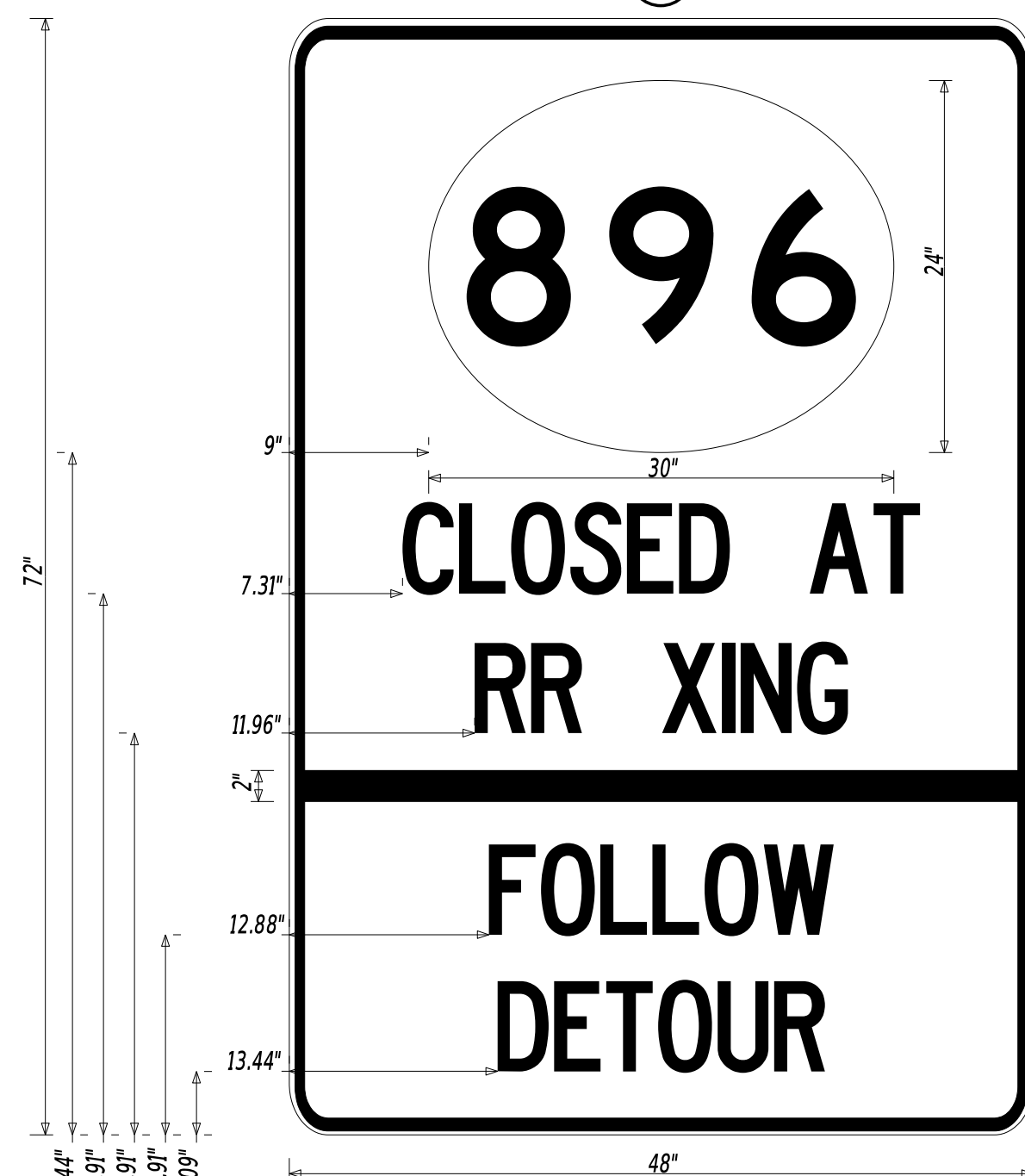
The resolution requests that the General Assembly amend the Charter of the City of Newark by authorizing the City of Newark to levy and collect a per student, per semester tax on Colleges and Universities that host in person classes which are located within the boundaries of the City of Newark. This tax applies to all colleges and universities including any organizations that are considered subdivisions of the State of Delaware or are otherwise tax exempt, including but not limited to the University of Delaware. It also limits the available payment methods to restrict the use of credit cards for the payment of the aforementioned tax.

PRIOR TO DETOUR
 DAYS PRIOR TO BEGINNING OF DETOUR)

SR 896 &
SR 273
RR XING

TO CLOSE
STARTING
XX/XX/XX

Y

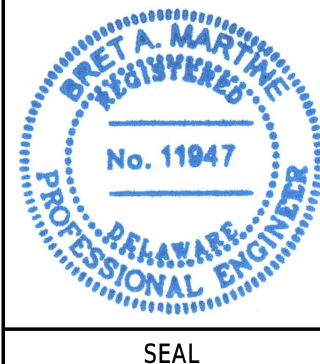


2.5" RADIUS, .625" BORDER, BLACK LEGEND WITH PRISMATIC
RETROREFLECTIVE FLUORESCENT ORANGE BACKGROUND;
"896" 10" D ON 30"X24" SHIELD;
"CLOSED AT" 6" C -26% SPACING;
"RR XING" 6" C -26% SPACING;
"FOLLOW" 6" C; "DETOUR" 6" C;

PREPARED BY
CENTURY
ENGINEERING

THIS SEAL APPLIES TO THIS DETOUR SHEET.

05/20/2020
DATE



B. Adell

05/20/2020
DATE

"I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS DETOUR PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

ADDENDA / REVISIONS

NOT TO SCALE

**RAILROAD CROSSING REPLACEMENT
NEW LONDON RD (N313) & W MAIN STREET (N410)
DOT CROSSING NO. 140-729P & 140-730J**

CONTRACT
-
COUNTY
NEW CASTLE

PERMIT NO.	N313
DESIGNED BY:	D. SPENCE
CHECKED BY:	B. MARTINE

**VEHICULAR DETOUR PLAN
NEW LONDON RD
& W MAIN ST
AT RR CROSSING**

SECTION
CEI
SHEET NO.
1 OF 2

(A) M4-8
DETOUR
M1-5
↑
M6-3

(B) M4-8
DETOUR
M1-5
←
M6-1(L)

(C) M4-8
DETOUR
M1-5
→
M6-1(R)

(D) M4-
DETOUR
M1-5
↙
M6-2(L)

(E) M4-8
DETOUR
M1-5
↗
M6-2(R)

(F) M4-8
DETOUR
M1-5
↘
M5-1(L)

(G) M4-8
DETOUR
M1-5
↖
M5-1(R)

(H) M4-
DETOUR
M1-5
↗
M5-2(L)

(I) M4-8
DETOUR
M1-5
↘
M5-2(R)

(J)
END
DETOUR
M4-8a
M1-5

(K) W20-2
..
DETOUR
AHEAD

(L) W20-2
..
DETOUR
1000 FT

(M) W20-2
DETOUR
500 FT

(N) W20-3
ROAD
CLOSED
AHEAD

(O) W20-3
ROAD
CLOSED
1000 FT

(P) W20-3
ROAD
CLOSED
500 FT

(Q) R11-2
ROAD
CLOSED

(R) M4-10(L)
DETOUR

(S) M4-10(R)
DETOUR

(T) R11-3a
ROAD CLOSED
XX MILES AHEAD
LOCAL TRAFFIC ONLY

(U) R11-3b
BRIDGE OUT
XX MILES AHEAD
LOCAL TRAFFIC ONLY

(V) R11-4
ROAD CLOSED
TO
THRU TRAFFIC

(W)

(X)

GENERAL NOTES

1. ALL TEMPORARY TRAFFIC CONTROL DEVICES ARE TO BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR AND SHALL BE IN COMPLIANCE WITH THIS PLAN AND THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (DE MUTCD) LATEST EDITION.
2. SIGNS "N" THROUGH "Q" AND "T" AND "V", THE WORD "ROAD" SHALL BE CHANGED TO "RAMP", "RR XING" OR "BRIDGE" WHERE APPLICABLE.
3. "W" TYPE 3 BARRICADES AT A ROAD CLOSURE SHALL BE PLACED COMPLETELY ACROSS THE ROADWAY, FROM CURB TO CURB, OR FROM EDGE OF ROAD TO EDGE OF ROAD, WITH THE STRIPES POSITIONED DOWNWARD TOWARD THE CENTER OF THE ROADWAY.
4. BARRICADES SHALL BE A MINIMUM OF 6 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.

CONCURRENCE FOR IMPLEMENTATION

TRAFFIC SAFETY

5/20/20

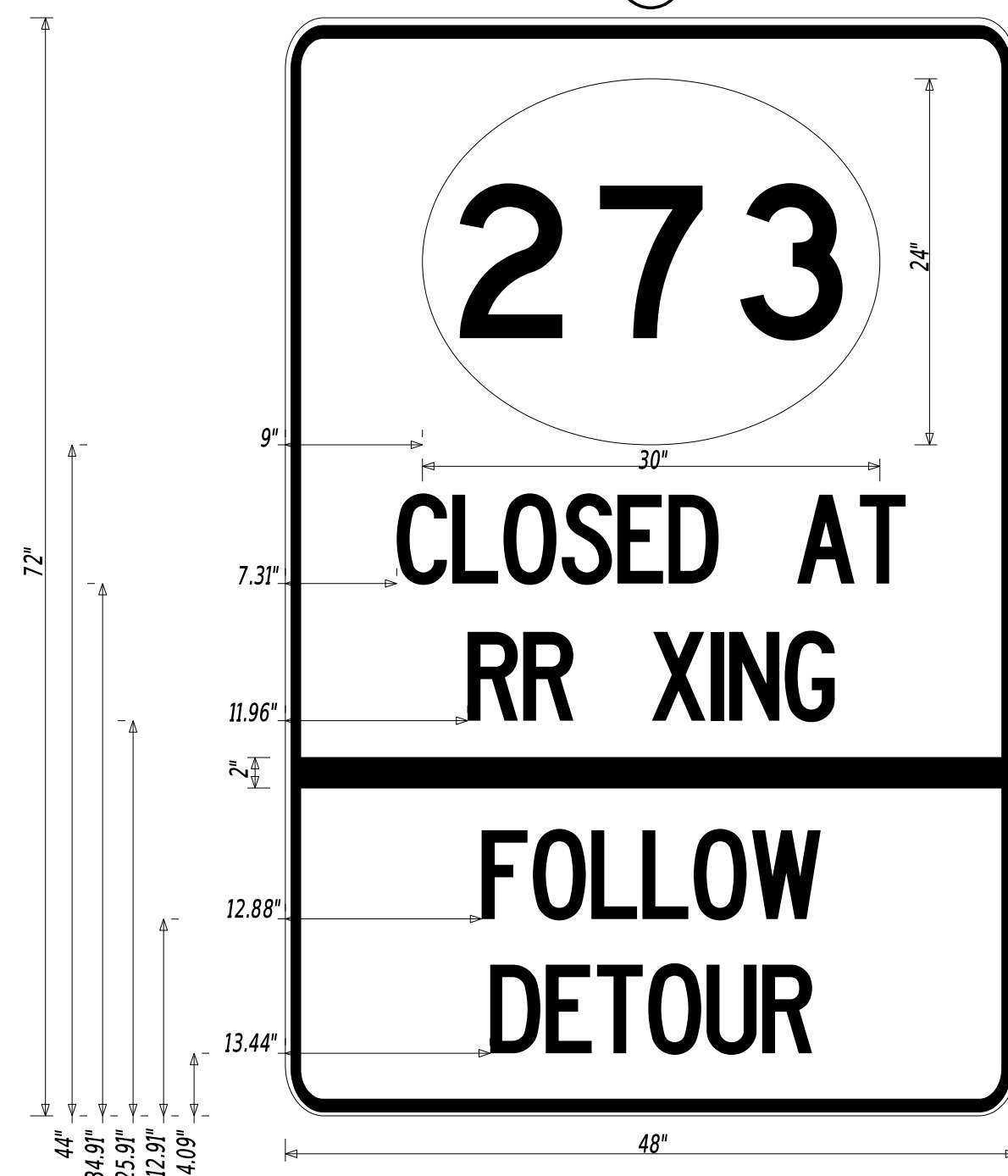
LAST REVISED: 9/11/2018
18-MAY-2020
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PRIOR TO DETOUR
 DAYS PRIOR TO BEGINNING OF DETOUR)

SR 896 &
SR 273
RR XING

TO CLOSE
STARTING
XX/XX/XX

Y

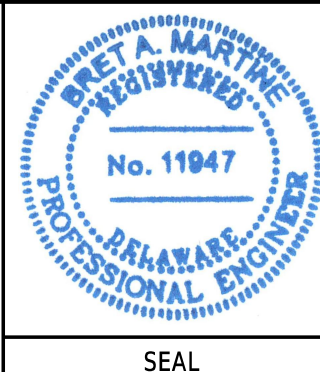


2.5" RADIUS, .625" BORDER, BLACK LEGEND WITH PRISMATIC
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"273" 10" D ON 30"X24" SHIELD;
"CLOSED AT" 6" C -26% SPACING;
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"FOLLOW" 6" C; "DETOUR" 6" C;

PREPARED BY
 CENTURY
ENGINEERING


THIS SEAL APPLIES TO THIS DETOUR SHEET.

05/20/2020
DATE




QA/QC

05/20/2020
DATE

"I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS DETOUR PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

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NOT TO SCALE

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NEW LONDON RD (N313) & W MAIN STREET (N410)
DOT CROSSING NO. 140-729P & 140-730J**

CONTRACT
-
COUNTY
NEW CASTLE

PERMIT NO.	N313
DESIGNED BY:	D. SPENCE
CHECKED BY:	B. MARTINE

**VEHICULAR DETOUR PLAN
NEW LONDON RD
& W MAIN ST
AT RR CROSSING**

SECTION
CEI
SHEET NO.
2 OF 2

The image displays a variety of traffic signs used for detour and road closure situations. The signs are categorized as follows:

- Detour Signs (A-H):** These signs are rectangular with a black border and a white background. They feature a black circle with the number '273' in the center. The word 'DETOUR' is written in black capital letters above the circle. Below the circle, a black arrow indicates the direction of the detour. The signs are labeled with their respective codes and sizes: A (M4-8, M6-3), B (M4-8, M6-1(L)), C (M4-8, M6-1(R)), D (M4-8, M6-2(L)), E (M4-8, M6-2(R)), F (M4-8, M5-1(L)), G (M4-8, M5-1(R)), and H (M4-8, M5-2(L)).
- Road Closed Signs (I-P):** These signs are diamond-shaped with a black border and a white background. They feature the text 'ROAD CLOSED' in black capital letters, followed by the distance in feet (500 FT or 1000 FT). The signs are labeled with their respective codes and sizes: I (W20-2), J (M5-2(R)), K (W20-2), L (W20-2), M (W20-2), N (W20-3), O (W20-3), and P (W20-3).
- Road Closed Ahead Signs (Q-U):** These signs are rectangular with a black border and a white background. They feature the text 'ROAD CLOSED' in black capital letters, followed by the distance in miles (XX MILES AHEAD) and the text 'LOCAL TRAFFIC ONLY'. The signs are labeled with their respective codes and sizes: Q (R11-2), R (M4-10(L)), S (M4-10(R)), T (R11-3a), U (R11-3b), and V (R11-4).

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4. BARRICADES SHALL BE A MINIMUM OF 6 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.

CONCURRENCE FOR IMPLEMENTATION

5/20/20

TRAFFIC SAFETY

DATE _____

DATE: 05/20/2020 11:12:01
DESIGNED BY: D. SPENCE
CHECKED BY: B. MARTINE
PROJECT: 1503 DOTS Open-End 1503.1.14 (Plan 12 Railroad Crossing Replacement, 147346, N College Ave Detour.dgn)

PORTABLE CHANGEABLE MESSAGE SIGNS	
PRIOR TO DETOUR (10 DAYS PRIOR TO BEGINNING OF DETOUR)	
PCMS-1 NORTH COLLEGE RR XING	TO CLOSE STARTING XX/XX/XX

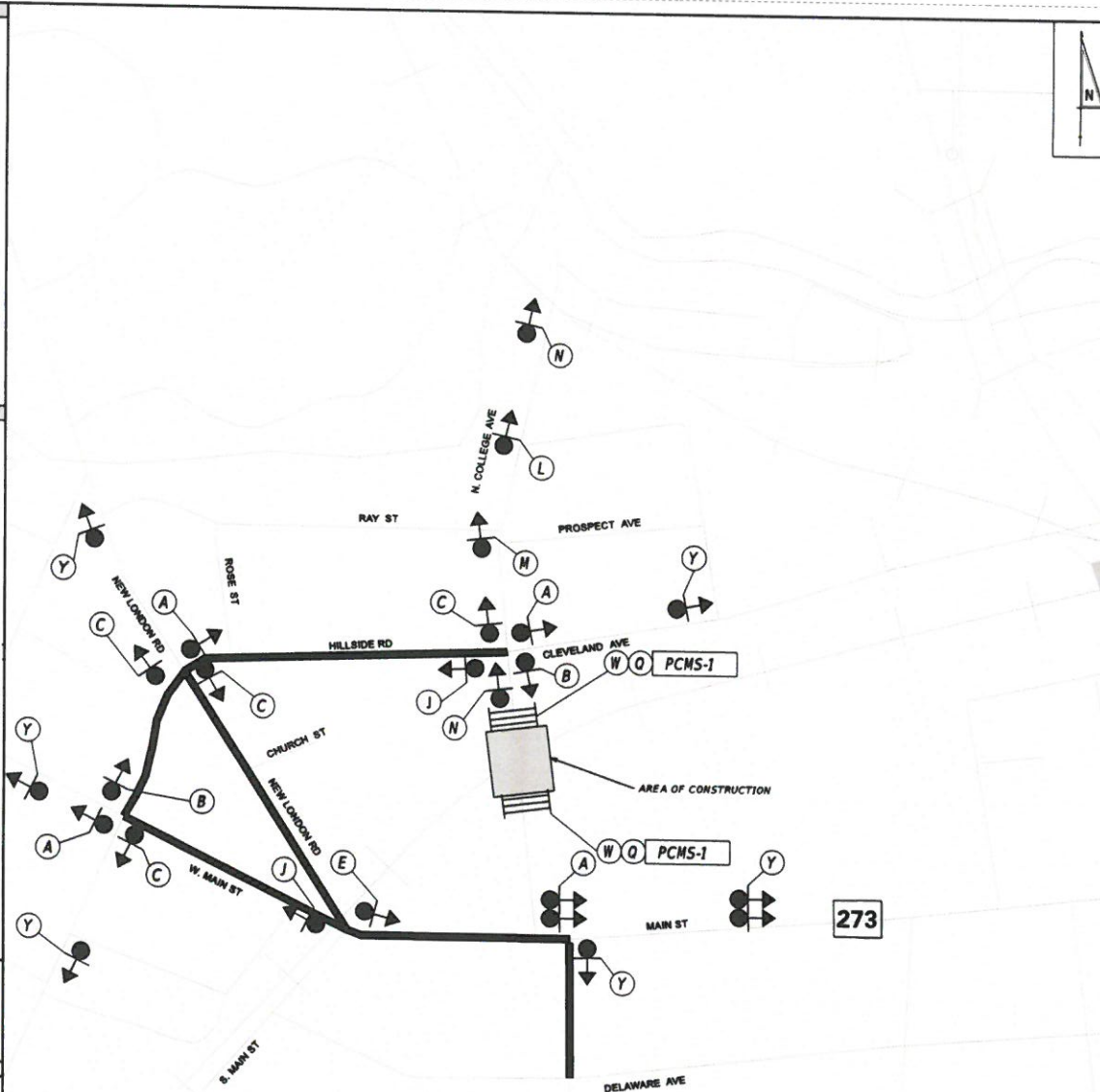
SPECIAL SIGNS	
(Y) N College Avenue CLOSED AT RR XING FOLLOW DETOUR 2.5" RADIUS; .625" BORDER, BLACK LEGEND WITH PRISMATIC RETROREFLECTIVE FLUORESCENT ORANGE BACKGROUND; "N College" 6" C - 26% SPACING; "Avenue" 6" C - 26% SPACING; "CLOSED AT" 6" C - 26% SPACING; "RR XING" 6" C - 26% SPACING; "FOLLOW" 6" C - 26% SPACING; "DETOUR" 6" C	

PREPARED BY	
MTT CENTURY ENGINEERING	PAUL A. MARTINE REGISTERED PROFESSIONAL ENGINEER No. 11947
<i>[Signature]</i> DATE: 05/20/2020	SEAL
<i>[Signature]</i> DATE: 05/20/2020	

THIS SEAL APPLIES TO THIS DETOUR SHEET.

ADDENDA / REVISIONS

NO.	DESCRIPTION



LEGEND									
A DETOUR N4-S-DE	B DETOUR N4-S	C DETOUR N4-S	D DETOUR N4-S	E DETOUR N4-S					
F DETOUR N4-S	G DETOUR N4-S	H DETOUR N4-S	I DETOUR N4-S	J END DETOUR N4-S					
K DETOUR AHEAD W20-2	L DETOUR AHEAD W20-2	M DETOUR AHEAD W20-2	N ROAD CLOSED AHEAD W20-3	O ROAD CLOSED AHEAD W20-3					
P ROAD CLOSED AHEAD W20-3	Q ROAD CLOSED W20-3	R DETOUR N4-10(L)	S DETOUR N4-10(R)	T ROAD CLOSED THRU TRAFFIC W20-4					
U ROAD CLOSED THRU TRAFFIC W20-4	V ROAD CLOSED THRU TRAFFIC W20-4	W ROAD CLOSED THRU TRAFFIC W20-4	X ROAD CLOSED THRU TRAFFIC W20-4	Y ROAD CLOSED THRU TRAFFIC W20-4					

GENERAL NOTES	
1. ALL TEMPORARY TRAFFIC CONTROL DEVICES ARE TO BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR AND SHALL BE IN COMPLIANCE WITH THIS PLAN AND THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (DE MUTCD) LATEST EDITION.	
2. SIGNS "W" THROUGH "O" AND "T" AND "Y", THE WORD "ROAD" SHALL BE CHANGED TO "RAIL" OR "BRIDGE" WHERE APPLICABLE.	
3. "W" TYPE 3 BARRICADES AT A ROAD CLOSURE SHALL BE PLACED COMPLETELY ACROSS THE ROADWAY, FROM CURB TO CURB, OR FROM EDGE OF ROAD TO EDGE OF ROAD, WITH THE STRIPES POSITIONED DOWNWARD TOWARD THE CENTER OF THE ROADWAY.	
4. BARRICADES SHALL BE A MINIMUM OF 4 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.	

CONCURRENCE FOR IMPLEMENTATION	
<i>[Signature]</i> 5/20/20	DATE: 5/20/20

TRAFFIC SAFETY	
CONTRACT T201549514	ROAD NO. N311
COUNTY NEW CASTLE	DESIGNED BY: D. SPENCE
CHECKED BY: B. MARTINE	SECTION VEHICULAR DETOUR PLAN N COLLEGE AVE AT RR CROSSING

NOT TO SCALE	
RAILROAD CROSSING REPLACEMENT N. COLLEGE AVENUE DOT CROSSING NO. 140-728H	

SHEET NO.	
1	



PORTABLE CHANGEABLE MESSAGE SIGNS

SPECIAL SIGNS

PREPARED BY

CENTURY
ENGINEERING
A Kleinfelder Company

2/2/2024
DATE

THIS SEAL APPLIES TO THIS DETOUR SHEET.

SEAL

02/02/2024
DATE

"I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS DETOUR PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

ADDENDA / REVISIONS



LEGEND

A

M4-9b-DE

B

M4-9b-DE

C

M4-9b-DE

D

M4-9b-DE

E

M4-9b-DE

F

M4-9b-DE1

PEDESTRIAN CROSSWALK

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I

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R9-11(R)
J

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K

SIDEWALK CLOSED AHEAD

R9-9
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CROSSWALK CLOSED AHEAD

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SIDEWALK CLOSED AHEAD
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L

CROSSWALK CLOSED

R9-9(MOD)
P

SIDEWALK CLOSED AHEAD

R9-9(MOD)
Q

GENERAL NOTES

1. ALL TEMPORARY TRAFFIC CONTROL DEVICES ARE TO BE SUPPLIED AND MAINTAINED BY THE GENERAL CONTRACTOR AND SHALL BE IN COMPLIANCE WITH THIS PLAN AND THE DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (DE MUTCD) LATEST EDITION.

2. BARRICADES SHALL BE A MINIMUM OF 4 FEET WIDE UNLESS DIRECTED BY THE ENGINEER.

SPECIAL NOTES

CONCURRENCE FOR IMPLEMENTATION

2/5/2024
DATE

TRAFFIC SAFETY

DATE

RAILROAD CROSSING REPLACEMENT
N. COLLEGE AVENUE (N311)
CROSSING NO. 140-728H

CONTRACT
T201500514

COUNTY
NEW CASTLE

ROAD NO.
N311

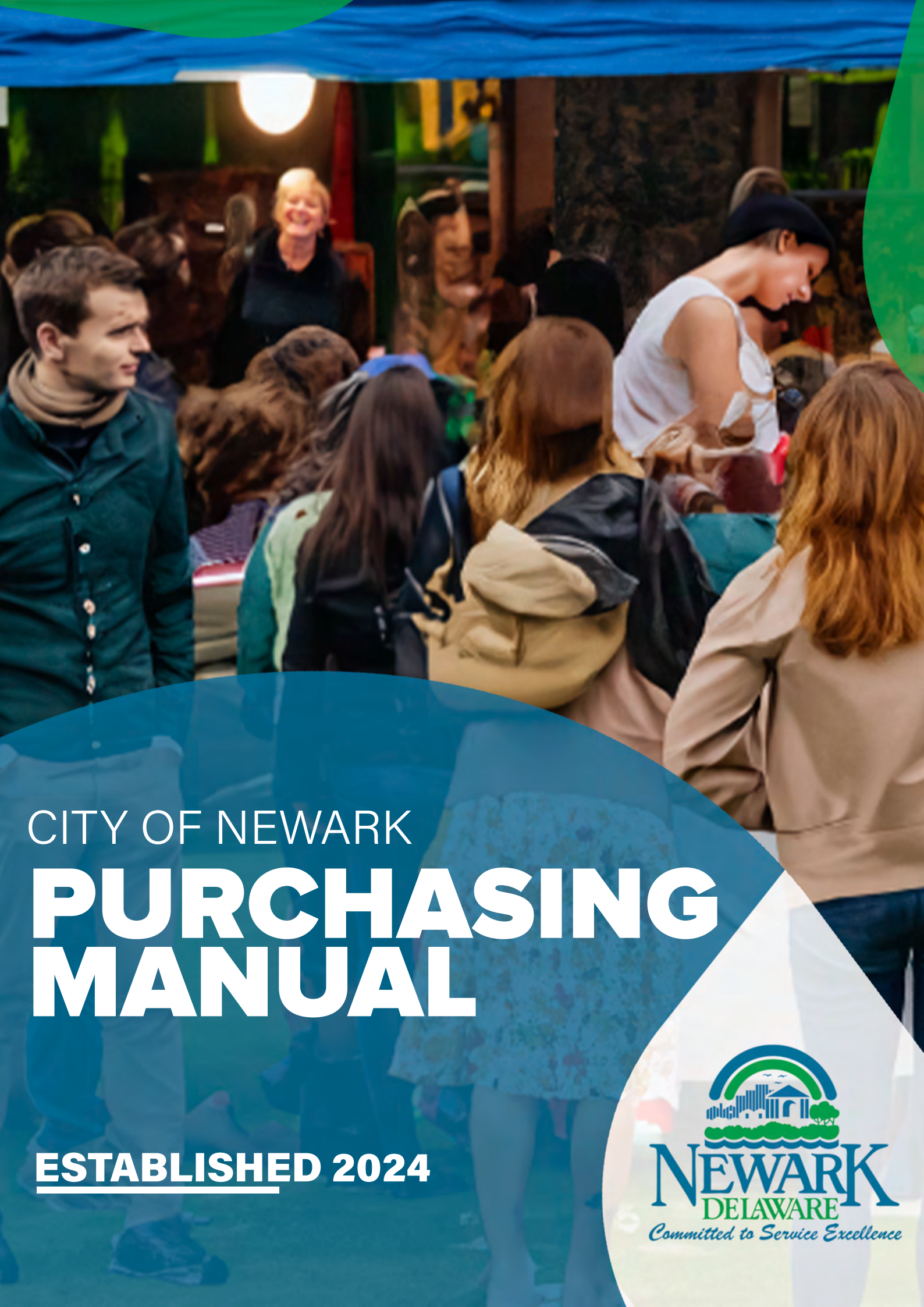
DESIGNED BY:
D.SPENCE

CHECKED BY:
B.MARTINE

PEDESTRIAN DETOUR PLAN -
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CITY OF NEWARK

PURCHASING MANUAL

ESTABLISHED 2024



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SECTION 1: INTRODUCTION AND MANUAL PURPOSE

1.1 OVERVIEW

The City of Newark Purchasing Division of the Administration Department prepared this Purchasing Manual to provide each City department detailed explanations of the City's procurement processes and operations by outlining purchasing policies, procedures, and best practices. Many of the City's purchasing policies and procedures are inspired or shaped by the State of Delaware Code on public procurement.

Effective, efficient, and transparent purchasing requires close cooperation between the Purchasing Division and all other City departments. While the Purchasing Division monitors all City purchasing operations on a daily basis and will typically catch policy discrepancies before improper purchases are made, the best way to streamline the City's procurement process in a way that ensures policy adherence is to understand these policies and follow procedure at all times. As such, this manual shall serve to improve City staff and select contractors' understanding of purchasing requirements and serve as a tool for employees and vendors throughout the procurement process.

Updates or modifications will be made to this manual as required, creating a living document and ensuring that this manual continues to provide the necessary information and guidelines for each department of the City of Newark to follow. At a minimum, this manual shall be reviewed by both the Administration and Finance Departments on a biannual basis to confirm its relevancy and usefulness for the City, its residents, and those with whom it conducts business.

For this manual to be as useful to the reader as possible, please use the table of contents above or the CTRL + F keystroke function to find the content you are looking for. Digesting the information herein at once may be difficult, so an a la carte reading approach is recommended. The Purchasing Division is available to refer employees to the applicable section they need as requested.

1.2 PURPOSE

The purpose for the adoption of this manual is to ensure compliance with City purchasing procedures by all City departments and vendors. Adherence to the policies set forth in this manual will:

- Ensure the City is maximizing public funds through the procurement of equipment or services;
- Maintain a procurement system based on quality and integrity;

- Provide effective and timely purchasing functionality necessary for City business; and
- Guarantee fair and equitable treatment of all people involved in public purchasing by or with the City.

Furthermore, this manual will act to create a uniform system for contract development, other procurement activities, and purchasing-related staff recommendations to City Council. Through adherence to uniform rules, best practices, and templates; City staff will be able to streamline purchasing-related actions and make the procurement process easier for vendors, residents, and City Council. Such efficiency allows staff to devote additional time elsewhere, which improves time and resource availability for other projects and consequentially provides improved customer service to Newark residents.

1.3 SCOPE

The scope of this manual aims to apply to every inquiry or expenditure of public funds by the City, regardless of the funding source. When a procurement or disposition of any value involves federal or state assistance or funds, and is also subject to federal or state regulations, the procurement or disposition shall additionally be conducted in accordance with any applicable mandatory federal or state laws/regulations that may or may not be referenced in this manual. Nothing in this manual shall prevent the City from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

1.4 THE PURCHASING DIVISION'S FUNCTION

The City of Newark Purchasing Division functions to manage the process of acquiring goods and services necessary for the City to carry out its functions and responsibilities to Newark residents. Some of the specific functions of the Purchasing Division are:

Function	Explanation
Develop procurement policies and procedures	The Division is responsible for developing policies and procedures that govern the procurement process for all City departments, which ensures that the City complies with all relevant laws and regulations and makes good use of public funding.
Ensuring compliance	The Division is responsible for ensuring that all procurement activities comply with relevant laws and City policies as well as following up to address discrepancies as needed.
Receiving invoicing for payment	The Division is responsible for receiving all vendor invoices, confirming departments have approved the purchases, and submitting the invoices to Accounts Payable for processing.

Conducting market research	The Division is responsible for ensuring departments have adequately conducted market research to identify potential suppliers and find the best value for the City.
Managing supplier relationships	The Division is responsible for ensuring departments maintain positive relationships with appropriate vendors to guarantee vendors deliver goods and services on time, deliver goods and services at the agreed-upon terms, and continue to provide excellent service to the City.
Soliciting bids and proposals	The Division is responsible for soliciting bids and proposals from bidders on formal bid processes, as well as evaluating proposals on the basis of price, quality, delivery time, etc.
Negotiating contracts	The Division is responsible for ensuring departments have assured the terms and conditions are favorable to the City before issuing a purchase order and following up as necessary.

1.5 SEGREGATION FROM FINANCE

The Purchasing Division is positioned within the Administration Department. While tied very closely to financial functions, the Division is segregated from the Finance Department for the following reasons:

Reason	Explanation
Preventing conflicts of interest	When the same department is responsible for both procurement and finance, there is an implicit risk that the people making purchasing decisions will prioritize their own financial interests over the best interests of the City. Separating these functions creates a system of checks and balance that help prevent such occurrences.
Ensuring transparency	Separating procurement and finance makes it easier to guarantee transparency and accountability in the procurement process. When adding extra parties in the approval workflow for given purchases, there is less opportunity for individuals or groups to hide questionable or unethical practices.
Enhancing efficiency	By separating procurement and finance, both departments can focus on their own core functions and responsibilities, leading to more efficient and effective operations. This can result in cost savings and improved service delivery.
Improving risk management	Procurement and finance both involve financial transactions and carry some level of risk. Separating these functions allows the City to better manage risk by having dedicated teams responsible for identifying, assessing, and mitigating risks associated with each function.

SECTION 2: PURCHASING BASICS & PROCUREMENT GUIDELINES

The following guidelines are administrative, ethical, and procedural purchasing rules that must be followed by all departments:

2.1 PURCHASING ETHICS

Making ethical decisions throughout the purchasing process is the best way to ensure public funds—money provided to the City primarily by the residents and customers for whom the City is responsible—are utilized in the best interest of the City of Newark. Unethical purchasing decisions can result in misuse of departmental funds, loss of public trust, and possible legal or financial ramifications. As such, maintaining ethical, transparent, and effective purchasing standards allow departments to streamline purchasing in a productive and legal manner.

2.2 AUTHORIZED PERSONNEL

Each department is responsible for maintaining and reporting to the Purchasing Division and Finance Department who their authorized personnel is/are for the procurement of goods and services. Any purchase made by an unauthorized employee is subject to rejection and discipline of the employee.

While departments have designated personnel for procurement-related activities, the Purchasing Division is always available to provide advice or assistance. For contracts of significant value, the Purchasing Division must always be included in any contract review prior to signing an agreement or committing to a purchase regardless of who is authorized for procurement activities at the individual department level.

2.3 ENDORSEMENTS

It is City policy NOT to outwardly endorse any specific product or vendor. Therefore, no City employee's name or position, nor the City's name itself, can be used and advertised as supporting a certain product or vendor without the city manager or their designee's expressed written approval.

Contractor reference requests for outside bids or other reasons will be handled by the department heads for whom the vendor in question completed the work. References should be limited to a vendor's actual performance as it related to customer service, delivery, and/or product efficiency or effectiveness.

2.4 PERSONAL PURCHASES

Purchases by employees for personal use are prohibited by the City, unless it is in recognition of employee appreciation or years-of-service awards, which are approved by the city manager or their designee in advance. Purchases of work/safety apparel for staff are authorized on a seasonal basis or as needed with the initial approval of department directors, or as outlined in labor groups' collective bargaining agreements. More information on safety equipment can be found in Section 2.23 below.

2.5 EMPLOYEE GIFT POLICY

Chapter 2, Article IX, Division 7, Section 2-97.14 of the Municipal Code for the City of Newark strictly prohibits the acceptance of any gift of value by all employees:

“No councilman or other city official or employee shall accept any valuable gift, whether in the form of service, loan thing, or promise, from any person, firm, or corporation which to his knowledge is interested directly or indirectly in business dealings or in any manner whatsoever with the city; nor shall any such official or employee (1) accept any gift, favor, or thing of value that may tend to influence him in the discharge of his duties, or (2) grant in the discharge of his duties any improper favor, service, or thing of value.”

Should a gift be received by the City of Newark from a vendor for any reason (e.g., gifts for personal life events, holiday gift baskets, non-working meals, etc.), the gift shall either be returned or be made available to all City employees. For example, if a vendor provides a gift basket to a specific department or if a vendor wishes to outline specific benefits through a catered lunchtime “Lunch and Learn” meeting, such goods or lunch shall be offered to all applicable employees to reduce the individual materiality of such a gift. Any accepted gift on an individualized basis is considered a bribe and will be treated as such through City disciplinary channels and applicable law enforcement agencies. More information on employee gift policies is distributed by Human Resources annually.

Employees and appointed officials must not become obligated to any supplier or firm and shall not conduct any City purchasing transactions wherein they may receive personal benefit. Should any purchase request be flagged as potentially inappropriate for influential or other reasons, such purchase shall be reviewed and investigated by the City Manager’s Office in detail before approval.

2.6 ADHERENCE TO THE PURCHASING MANUAL AND PURCHASING POLICIES

The City Purchasing Manual acts to improve uniformity in procurement-related activities by all departments, as well as establish best practices for staff to follow, which reduces financial risk to the City and ensures productive use of public funds. Subsequently, any action taken by City departments to bypass or otherwise disregard City purchasing guidelines through requests for quotes (RFQs), Requests for Proposal (RFPs) or Invitations to Bid (ITBs) development, or other procurement activities is considered unethical and out of compliance with City policy.

The Purchasing Division operates to help staff prepare and execute procurement initiatives. As such, the Purchasing Division should be appraised of any and all noteworthy purchasing actions. Excluding the Purchasing Division during such processes should be avoided.

Additionally, all bids, proposals, and quotations submitted to the City of Newark shall comply with all applicable local, state, and federal laws and regulations. No department shall subdivide or otherwise circumvent proper procedure to avoid the requirements of the Code of the City or Newark purchasing policy. Any employee in any department found to be in violation of this policy will be subject to disciplinary action.

2.7 PURCHASING RECORDS

When purchasing goods and services for the City, information pertaining to each specific purchase must be documented. Purchasing records must be retained by the City for the period prescribed in the Delaware State Bureau of Archives Retention Schedule. Additionally, record-keeping helps the Purchasing Division and Finance Department quickly find information when there is a question regarding late fees, duplicate purchases or invoices, payment authorization, and so on. Consequently, keeping proper records is both helpful to City staff and required by law.

While the City's utilization of Municipal Information System (MUNIS) and Tyler Content Manager (TCM) automates several of these record-keeping processes for City staff by noting who requests purchase requisitions in MUNIS and saving purchase orders and receipts/invoices in TCM, there are still additional steps staff can take to ensure proper record-keeping. These steps include, but are not limited to, attaching vendor quotes/bids and approved Council contract award/bid waive recommendation memos to purchase requisitions when available; adding purchase summaries/descriptions on receipts or invoices, if not immediately apparent; and maintaining and monitoring a list of staff members with purchasing capabilities.

2.8 BLANKET PURCHASE ORDERS AND NON-BLANKET VENDOR BUYING REQUIREMENTS

Blanket purchase orders are acceptable for vendors from whom many routine purchases are made. Blanket purchase orders are established annually in lieu of issuing individual orders for each frequently requested purchase. Simply put, any vendor placed on the Blanket Vendor List, which lists the vendors who have blanket purchase order applicability, do not need to go through the MUNIS purchase requisition process for purchases below the fixed blanket purchase amount designated by the Purchasing Division. The Purchasing Division shall determine which vendors shall be placed on the blanket purchase order list for a given year. A list of vendors and purchase amount limits, when applicable, are noted on the Blanket Vendor List, which the Purchasing Division distributes to each department annually. The Blanket Vendor List can be found in Appendix A.

Except for the select few vendors outlined on the annual Blanket Vendor List, purchase requisitions are required for ALL City purchases. Any purchase without a purchase requisition through a vendor not listed on the Blanket Vendor List is out of compliance with City policy. However, any purchase to any vendor up to \$300 paid via a City Fulton Bank credit card (i.e., through Credit Card Services – DNB (vendor number 7994)) is permissible as long as the purchase conforms to other purchasing policy provisions.

All purchases under \$2,500 made by the Maintenance Division of the Public Works & Water Resources Department for vehicles or equipment are treated as blanket purchases. Purchases between \$2,500 and \$5,000 (excluding tires) must have PWWR director's authorization and signature; purchases over \$5,000 require purchase requisitions.

2.9 OFFICE SUPPLIES, PARTY SUPPLIES, AND INFORMATION TECHNOLOGY EQUIPMENT

A. GENERIC ANNUAL OFFICE SUPPLIES PURCHASE ORDERS

Purchase orders (POs) specifically for office supplies (from Amazon Business, etc.) are approved at the beginning of each year and are typically authorized with less information available than other POs due to the uncertainty regarding what will be needed throughout the year. However, purchases charged against these POs shall only be for general, consumable office supplies (pens, paper, post-it notes, etc.). Any orders beyond consumable supplies placed on these POs without advance approval from the Purchasing Division and Finance Department will be deemed inappropriate purchases and may require returning the products or reimbursing the City. In general, office purchases that are not for consumable products should go back through the

purchase requisition process to verify appropriateness in advance of the order and keep these purchases distinct from consumable office supply purchases.

B. PLATES, SILVERWARE, AND OTHER OFFICE PARTY SUPPLIES

Supply purchases for office parties or other gatherings are typically not allowable per Purchasing policy. Advance approval must be received from the Purchasing Division and Finance Department before purchasing party supplies using City funds. Such purchases are generally not for City business and therefore ineligible for payment through the City. If departments wish to hold parties that require these consumable party supplies, each department shall be responsible for purchasing associated goods using personal or pooled funds from employees in the department. The exceptions to this rule exists only for (1) employee appreciation events held for all City employees coordinated by or with approval of the City Manager's Office and (2) at-work employee retirement or promotional celebrations/ceremonies if approved by or coordinated with the City Manager's Office and open to all employees who would like to wish the retiring or promoted employee well in their next endeavor.

C. EMPLOYEE CONDOLENCE/"GET WELL SOON" PURCHASES

If an employee experiences a major medical event, on or off the job, or loses an immediate family member (as defined in the employee's collective bargaining agreement), the employee's department director may authorize the purchase of a "get well soon" or condolence item for the employee. Such a purchase shall be reasonably priced for the specific instance and confirmed as appropriate with the Purchasing and Human Resources Divisions prior to purchase.

D. INFORMATION TECHNOLOGY EQUIPMENT/SUPPLIES

With few exceptions, City employees must use information technology provided by the Information Technology (IT) Division of the Finance Department as part of their daily functions. As such, employees shall not use City funds for any additional, modified, and/or upgraded IT equipment without the direct consent and involvement of the IT and Purchasing Divisions. Simply put, no IT equipment (keyboards, monitors, tablets, etc.) shall be purchased by any department without the IT and Purchasing Divisions' advance approval. The IT Division has an annual budget for such equipment as well that is distinct from departments' office supply budgets, and, as such, should typically be the primary procurer of IT equipment for all City employees.

2.10 EMERGENCY PURCHASING

City Code Chapter 2, Article II, Section 2-24 outlines the city manager's authority over procurement in emergency situations for purchases above the purchasing method value thresholds noted in City Code and outlined in Section 5 of this manual:

"In case of accident or an emergency, the city manager may, with the consent of the council, award contracts and make purchases for the purpose of repairing damages caused by accident or meeting the public emergency; but he shall promptly file with the council a certificate showing the emergency and the necessity for such action, together with an itemized account for all expenditures."

In other words, while it is recommended that all purchases be planned as properly as possible for the ethical and responsible expenditure of City funds, circumstances will arise that warrant circumventing normal procedure to address emergency situations. In such an instance, the city manager must approve of the department's decision to process an emergency purchase. Additionally, if the emergency purchase exceeds the formal Invitation for Bid (ITB) or Request for Proposal (RFP) price thresholds outlined in Section 5, the city manager and department director requesting the emergency purchase must report to City Council as soon as feasibly possible following the emergency purchase to outline the emergency, how it was addressed, how much the emergency cost the City, and where such funding will come from in the budget.

2.11 PROCUREMENT PLANNING

Planning for purchases should be conducted on both short- and long-term bases. Small orders and last-minute purchases should be minimized whenever possible, thereby increasing the capability of each department to purchase its goods and services in larger quantities to obtain the maximum number of discounts available. While emergency purchases cannot be planned, this general guideline will reduce overspending of public funds by receiving bulk discounts and other vendor offerings.

Procurement planning will also assist in the reduction of clerical and supervisory time spent documenting and authorizing individual purchases. Remember: the procurement process begins with the annual budget—all bulk and strategic purchases should be conceptualized as soon as possible to determine budget availability and inventory needs.

Last minute purchase requests that are tardy due to departmental error or poor time management may (and likely will) be denied by the Purchasing Division. It is not the responsibility of the Purchasing Division to make up lost time during the procurement

process on the part of individual departments. Purchase requests that bypass the standard procurement process due to departmental mismanagement are unacceptable and are subject to denial until proper procedures are followed.

When warranties are included in a specific purchase, the department requesting the material or service shall monitor and maintain all warranties as a secondary planning step in the procurement process.

2.12 END-OF-YEAR PROCUREMENT

At the end of each November, the Purchasing Division and Finance Department coordinate to halt all departments' purchase requisition entries. Emergency purchase requisitions can still be placed during this period, but only with the advance approval of both Purchasing and Finance. Among other things, this process limits the amount of goods and/or services departments buy for the following fiscal year that are charged against the budget for the current fiscal year. While mid-November purchases for needed goods or supplies (for which a department first needed to see if budgetary constraints would allow for procurement) are permissible, buying supplies simply to avoid costs in the next fiscal year is unethical from a purchasing and accounting standpoint. The budgets for each fiscal year are crafted to account for goods and services bought for that fiscal year, not to lessen costs in future fiscal years. The only exception to this guideline is any end-of-year purchase specifically directed by the city manager or City Council or inventory purchases that do not immediately impact the City's budget upon purchase.

2.13 LOCAL BUYING

Whenever possible, City staff should strongly consider purchasing goods or services from Newark, Delaware, or otherwise local vendors. The likelihood of receiving competitive prices from local businesses can be increased by ensuring local vendors that provide goods or services required by the City are included in the competitive shopping process that precedes most purchases (i.e., they are added to the bidder's list for Invitations to Bid (ITBs), Requests for Proposals (RFPs), or Requests for Quotations (RFQs)). It is therefore the responsibility of each department director (or a designee of their choosing) to research applicable vendors ahead of procurement decisions.

However, the City has a responsibility to its residents to obtain the maximum economic value for each public dollar spent, which often cannot be achieved through local buying alone. For the purposes of this manual, economic values shall be defined as a combination of explicit/monetary values (overall cost) as well as implicit/intangible value (worth or longevity of a good/service, sustainability, opportunity cost, etc.). As such, obtaining the

optimal economic value for the maximum goods or services should always be the priority from a purchasing standpoint, regardless of a business' location. A calculation pertaining to how a department determined economic value for a specific purpose may be required by the City Manager's Office before authorizing a purchase.

For items priced greater than \$10,000 but under the sealed bid threshold of \$50,000 (the range at which more than one quote is required), vendors that have a current City of Newark business or contractor's license shall be granted the opportunity to match the lower quote of any vendor that does not have a current City of Newark business or contractor's license, as long as the licensed business can provide the proper goods or services and has not previously failed to satisfy contractual obligations with the City or other governmental entities in Delaware or the greater Delaware region. For "public works" purchases, the same principles hold true, but for items priced greater than \$25,000 and up to \$100,000.

2.14 TAXES

The City of Newark is exempt from Delaware state sales and use taxes as well as federal excise taxes. However, this is not always the case with other states' sales and use taxes. The Purchasing Division, upon request, can apply for a consumer's certificate of sales tax exemption through another state's Department of Revenue (or equivalent agency). No department shall confirm with an out-of-state vendor that the City of Newark is tax exempt without first confirming with the Purchasing Division and Finance Department. Tax exemption certificates for vendors will be provided to departments by the Purchasing Division once tax exemption status is confirmed.

2.15 PUBLIC ACCESS TO PURCHASING INFORMATION

Procurement information (e.g., purchase orders, bid offerings) are publicly recorded and available to residents, vendors, media outlets, or any other requestor, typically through a Freedom of Information Act (FOIA) request. All applicable ITB or RFP information shall also be posted to the City's website at www.newarkde.gov/bids. If specific portions of City ITBs, RFPs, and/or RFQs are considered confidential for financial, security, or other reasons, it shall be the duty of the department requesting quotes to separate such information from the standard bid document before these documents are posted publicly (e.g., tell bidders to reach out for certain pages, information to be approved by the City, etc.).

2.16 PROCUREMENT OF SUSTAINABLE MATERIALS

When economically feasible, publicly safe, and strategically reasonable, the City of Newark commits to purchasing goods made of sustainable materials or using sustainable energy sources, such as office supplies made of recycled products and replacement of fleet vehicles with electric models. Environmentally detrimental products (e.g., Styrofoam cups, plates, or bowls; single-use plastics; internal combustion engine vehicles) should only be purchased by City employees for workplace use if alternatives are deemed unreasonable at the time of purchase.

2.17 STANDARDIZATION OF PURCHASING FORMS AND CORRESPONDENCES

All purchasing-related documents (e.g., purchase orders, Invitations to Bid (ITBs), and Requests for Proposals (RFPs)) are standardized and reviewed by the City of Newark Purchasing Division prior to issuance to ensure proper compliance with City and State regulations. No substitution to these forms will be permitted.

Additionally, on formal ITB and RFP processes, no correspondence with vendors other than through the Purchasing Division's email address (contracts@newark.de.us) is permitted. No contractor claims that correspondences with other City staff led them to a decision will be honored.

The only distinction to these procedures are for Requests for Quotations (RFQs), as these are typically less costly than formal bidding processes and therefore can be led by the departments themselves. The Purchasing Division should be looped in on all RFQs as well as quotations received, however. See Section 5 for more information.

2.18 STATE OF DELAWARE, NEW CASTLE COUNTY, AND OTHER PUBLIC CONTRACTS

It is best practice to keep informed about State of Delaware and New Castle County contracts. These contracts can be viewed at contracts.delaware.gov and bids.nccde.org, respectively. Other applicable contracts can be found from the Sourcwell/National Joint Powers Alliance (NJPA) website (www.sourcwell-mn.gov) and the National Cooperative Purchasing Alliance (NCPA) website (www.ncpa.us).

Whenever in the best interest of the City, staff shall utilize standing state or New Castle County contracts, which the City can join into. Since the costs associated with putting together ITBs and RFPs—labor, advertising, time—can be substantial, and larger government entities may potentially be able to receive better prices than any individual

municipality, joining applicable existing ITB/RFP contracts is advantageous from multiple perspectives. See Section 8 for more information on using existing contracts to waive the bid process.

While purchases made through state or New Castle County contracts are presented to City Council as bid waive recommendations, these purchases are subject to the same requirements as ITBs and RFPs put together by staff. For instance, bid waive recommendations between \$50,000 and \$100,000 (or between \$100,000 and \$150,000 for “public works” contracts) can be placed on the City Council consent agenda, while larger purchases must be presented formally to Council to receive approval. Please refer to the City Council Procurement Recommendation Checklist (Section 9) for other specifics regarding bid waive recommendations.

2.19 PETTY CASH

Petty cash funds are used to avoid the time and effort of issuing purchase orders for smaller purchases when other options are unavailable. There is an established procedure for City petty cash expenditures that is enforced by the Finance Department. Petty cash is solely intended to reimburse City employees for small purchases up to \$50.

However, it is important to remember that the use of petty cash is to be avoided when needed purchases can be purchased through existing agreements or other alternative purchasing options. Specifically, if a vendor exists in the City’s vendor database, it should be requested that the vendor invoice the City for any immediate goods or services needed instead of using petty cash. Also, credit card holders are authorized to spend up to \$300 per purchase without the need to issue a purchase order. Since the purchase maximum for petty cash use is \$50 per purchase, such purchases should always be placed on City credit cards unless the vendor does not accept credit cards or a card holder is unavailable when the purchase is needed.

The petty cash bank is consolidated at the end of each month and expenditures are charged to the appropriate department’s expense account. To obtain reimbursement, employees MUST present the purchase receipt as well as a petty cash voucher authorized by the employee’s department director (the Petty Cash Voucher Form can be found in Appendix B).

2.20 MISSING RECEIPTS

A missing receipt is in no way an acceptable reason for any department to not submit an invoice for payment to the Purchasing Division. If, after repeated attempts to receive another copy of a receipt or no receipt can be received for a specific purchase, the Missing Receipt Form (see Appendix C) must be completed and submitted to Purchasing in the receipt's place. Please note that Missing Receipt Forms must clearly note the amount of the missing receipt as well as the reason why the receipt is missing. All purchases are subject to additional follow up from the Purchasing Division and Finance Department, but missing receipts are more stringently reviewed to ensure proper procedure was used to correct the issue before moving forward with payment using a Missing Receipt Form.

2.21 CHECK REQUESTS

The City's policy is to minimize the use of check requests for purchases. Effective January 2021, check requests are limited only to employee or retiree reimbursements, or a small number of exceptional purchases. Examples of exceptions for which check requests can be issued are training sessions, travel expenses, conference reservations, refunds, service fees, certain membership dues, publications, payroll taxes, and select insurance premiums. While utilizing City credit cards may be able to mitigate invoicing issues, this will not be the case in every instance, which check requests may be able to address.

All check requests must be completed through the Request for Check function in MUNIS. Each request will go through the appropriate approval workflow. Following complete approval, the Finance Department will send payment to the denoted vendor via electronic fund transfer (EFT). If coupons are needed to accompany the generated check, staff requesting the check should inform the Finance Department at the time the check request is released into the approval workflow so that the check can be returned to the requestor instead of immediately placed in the mail or sent electronically.

Employee reimbursements for work-related expenses must include the receipt of payment showing the credit card used by the employee as well as a screenshot of the employee's purchase as shown on a credit card statement or banking phone application. Cash and gift card payments are not advised as it is more difficult to determine if it was the employee's money being allocated for the purchase—all employee reimbursement requests for cash or gift card payments are subject to Purchasing and Finance review and possible rejection to limit the possibility of fraudulent activity.

2.22 BUSINESS TRAVEL REQUESTS

As it relates to business travel requests, the City's goal is to allow for travel arrangements that conserve public funds while simultaneously supporting staff's needed training and associated travel. These regulations are applicable for all travel expenses incurred on behalf of the City by employees and elected officials.

Decisions are made during the annual budget process as to the amount of travel expenses allocated to each department for the fiscal year. There is no objection to a spouse and/or other family member traveling on an official trip with an employee, so long as such company does not impact the employee's purpose in the travel. If a family member travels with an employee on an approved trip, no expenses directly attributed to this family member will be reimbursed by the City.

All business travel requests are primarily routed through the Human Resources Division of the Administration Department. Each request will go through the appropriate approval workflow. Following complete approval of the travel reimbursement submission, the Finance Department will send reimbursement to the employee who traveled for work via electronic fund transfer (EFT). Please reference the City of Newark Personnel Manual for additional information.

While business travel requests are approved through the City Manager's Office outside of MUNIS applications, purchase orders should still be created for known travel costs and such payment should be made through City funds—flights, lodging, conference fees, etc. This will limit the amount of money each employee must expend themselves and encumber the funds in the appropriate budget account to avoid overspending while the travel request is pending.

2.23 SAFETY EQUIPMENT REQUISITION

The purchase of safety shoes and other equipment is denoted in labor groups' collective bargaining agreements. Safety equipment requisition forms are required for all such purchases. These forms must be approved by the employee's supervisor prior to purchase. A copy of the form must also be provided to the Purchasing Division to process payment. Prescription eyewear purchases must be authorized in advance by the Chief Human Resources Officer and is equally constrained by the above approvals and agreements. The Safety Equipment Requisition Form can be found in Appendix D.

2.24 DELIVERY AND INSPECTION

A. PARTIAL DELIVERIES

For purchase orders that have several line items, it is common for vendors to complete timely delivery of some items while others are left outstanding. If these partial deliveries can be used separately (i.e., not all items need to be in place at the same time to fulfill the full intent of the order), partial payments shall be authorized. However, if the separately received items are part of a system that requires all pieces in place to function, then partial deliveries are of no value to the City and payment will be withheld until the full delivery is complete.

B. DELINQUENT DELIVERIES

When departmental follow-up efforts have failed and deliveries have become delinquent, departments must make the determination to (1) authorize additional time for the delivery or (2) cancel the order and purchase from another source. Departments dealing with delinquent deliveries must consider the following when deciding which option to take:

- The operational needs and requirements of the City;
- Agreements with the vendor;
- Availability from other sources; and/or
- The delivery/lead time(s) associated with reordering from another source.

During times when supply chain issues or other market problems may extend delivery times for certain orders, departments should conduct extensive research on the purchase source prior to committing to a vendor via issuing a purchase order; if vendor references or reviews cause the department any hesitation, other sources should be more seriously investigated before committing to an order. Additionally, if department heads must sign an agreement with the vendor prior to the order, these agreements must be vetted carefully before signature to ensure the City's negotiating position is not compromised; assistance in agreement review can always be provided by the Purchasing Division. The City of Newark has an oath to provide services to residents in a timely and satisfactory manner; while staff cannot always be responsible for the operations of its vendors, any subpar research or review prior to procurement damages the City's ability to meet its goal for itself and the residents it is sworn to serve.

C. INSPECTION

Goods and services must be checked by appropriate staff at the time of receipt to detect any damage or defects and ensure the receipt of material/equipment is in compliance with contract documents or the purchase order. In addition to damage/defects, equipment and supplies should be inspected for quantity, quality, price, and all other required specifications noted at the time of order. Inspection must be conducted immediately upon arrival of goods or completion of services, or as soon as possible thereafter, to verify the vendor has successfully completed their responsibilities as outlined in the contract or purchase order; any delays in inspections on the part of City staff makes rectification of incomplete services or defective equipment more difficult.

D. ACCEPTANCE

The acceptance of equipment shall be the responsibility of the department that placed the order. Acceptance shall be conclusive, except for latent or unidentifiable defects and/or fraud. The use of received goods shall constitute acceptance by a department. All associated invoices and shipping documents should be signed by the recipient and provided to the Purchasing Division (purchasing@newark.de.us) for payment.

E. REJECTION

Rejection of received/delivered equipment, goods, and/or materials shall be documented by the department that placed the order and submitted to the Purchasing Division. The department that placed the order must inform the vendor that the order is rejected to allow the vendor the opportunity to (1) provide explanation for the discrepancy or (2) comply with the original specifications as outlined in the contract or purchase order. The Purchasing Division can provide assistance in this process for the ordering department upon request.

2.25 DISPOSAL OR SALE OF SURPLUS GOODS

A. OVERVIEW

In the event that the City has equipment, supplies, or materials of an estimated value of \$10,000 or less that become surplus or are slated for replacement, the city manager

may authorize the sale or disposal of certain goods, or transfer equipment between departments or to another governmental agency. For sale, transfer, or disposal of equipment, supplies, or materials valued at a level greater than \$10,000, City Council approval is required. As outlined in City Code, Chapter 2, Article II, Section 2-25, “the city manager may transfer materials, supplies and equipment between departments, offices and agencies, and may sell or otherwise dispose of the same, provided the value thereof does not exceed \$10,000.00. In all cases where the value of such materials, supplies or equipment exceeds \$10,000.00, prior approval of the council shall be obtained.”

B. METHODS OF DISPOSAL/SALE OF SURPLUS GOODS

The following are the approved disposal or sale methods for surplus goods:

- Transfer to other city departments
- Donation to another government agency
- Sale to the general public at auction (via www.municibid.com)
- Trade-in toward new/replacement equipment
- Discarding/junking (if the equipment is no longer of value or a safety risk)

C. REPORTING & AUCTION PROCESS

To properly secure and account for the City’s property, each department is responsible for completing the Equipment Disposal Form when dispensing of surplus equipment. This form must be submitted to the Purchasing Division for processing before any action related to the sale or disposal of equipment is completed. The Equipment Disposal Form for departmental use can be found in Appendix E.

When surplus equipment is sold, it is accomplished through a competitive auction that is open to the general public. Consistent with City Code, no City employee shall be given priority access to surplus supplies through direct sale without public auction; all employees must bid against the general public if they desire to obtain surplus goods that have material remaining value. The Purchasing Division will ensure that all legally required competitive practices (e.g., advertisement) are followed ahead of the commence of auction activities. Equipment being offered for sale at auction are reported to the Finance Department in advance with a full description of the items and associated serial numbers, if applicable. Following each auction, a report is developed outlining the items sold and the money received. The Purchasing Division handles the sale of all surplus equipment via the Municibid website.

SECTION 3: PURCHASE REQUISITIONS, PURCHASE ORDERS, AND INVOICE PROCESSING

3.1 PURCHASE REQUISITIONS

The purchase requisition establishes the need and provides justification for any equipment or service procured by each department as well as confirms there is funding available to complete the intended purchase. The purchase requisition must be completed in its entirety to include the purchase description/justification, quantity, price, account code for funding, vendor number, and any other specifications and shipping details. The Requisition Entry application in MUNIS allows for all these criteria to be input before releasing the requisition for approval. A MUNIS Purchase Requisition process walkthrough can be found in Appendix F.

The purchase requisition is not an order for the goods or services specified. It is a purchasing and budgetary tool to ensure the funding for the purchase(s) is earmarked for the reason specified; the rules and guidelines of the City Purchasing Manual, City Code, and applicable laws are being followed prior to the forthcoming purchase; and the correct approvals are provided before the time of purchase. Typical approvers for purchase requisitions through MUNIS are:

- The department director
- Finance Department
- Purchasing Division
- City manager

Each approver completes their workflow approval through MUNIS, with the exception of the city manager, who has the purchase requisitions for approval provided directly from the Purchasing Division. All approvers are responsible for forwarding their workflow for MUNIS approvals prior to leaving the office for extended periods of time; in the city manager's absence, the finance director shall provide final approval at this workflow step.

With the exception of purchases made to vendors on the Blanket Vendor List (see Appendix A), all purchases are required to be initiated by the completion of a purchase requisition. In other words, purchases cannot be made prior to the purchase requisition process or without adhering to the purchase requisition process. Failure to follow the requisition procedure will result in a review of the offending department's purchasing authority and may result in reporting to the city manager or Human Resources for additional disciplinary follow-up as needed. Purchases that are not approved via the purchase requisition process are a liability to the City as prior review is circumvented. Any

questions related to the purchase requisition process should be directed to the Purchasing Division before moving forward with a purchase to avoid making an inappropriate purchase.

3.2 SPECIAL PURCHASE REQUISITION REQUIREMENTS

Certain purchases require additional steps to process. Such purchases could have exceptional funding sources with additional requirements to use (e.g., federally funded projects requiring vendor's unique entity identifier (UEI) number for reporting purposes) or have additional compliance requirements consistent with Newark's audit process. For purchase requisitions with additional steps, departments entering purchase requisitions must include associated information with the purchase requisition at the time the requisition is released into approval workflow in MUNIS. All incomplete requisitions will be rejected by the Finance Department or Purchasing Division.

If a purchase requisition requires two or three quotes prior to purchase (see Section 5 for specifics), all quotes must accompany the purchase requisition. If a purchase requisition stems from a City Council-approved purchase recommendation from staff, the associated staff recommendation memo must also accompany the purchase requisition. Any accompanying documentation must be added to the purchase requisition as a TCM attachment through the Requisition Entry application in MUNIS.

As part of the Single Audit, the City's auditors must verify that Newark is not conducting business with companies that have exclusions, debarments, or suspensions noted against them by the Federal Government for all purchases against capital projects, using grant funding, and/or exceeding \$25,000 in total annual expended value. Consequently, for all purchase requisitions for capital projects, using grant funding, and/or over \$25,000, departments must show that they have checked for such exclusions with companies they aim to do business with BEFORE processing any payment to them. No invoice will be paid by the City of Newark against capital projects, using grant funding, and/or over \$25,000 unless an exclusion check was conducted prior to initiating a purchase to the vendor. Additional information on this process and how to complete a federal vendor exclusion check via www.sam.gov can be found in Appendix G.

3.3 PURCHASE ORDERS

A purchase order (PO) is an official and binding City of Newark contract for specified goods or services. It is generated after the full purchase requisition approval process is completed. The Purchasing Division will generate each PO through MUNIS and send copies to vendors and departments as needed.

Following the generation of a PO, departments can review the PO for coding purposes via the Purchase Order Inquiry MUNIS application. The PO can also act as Notice to Proceed (NTP) authorization for vendors, unless otherwise noted in contract documents or other written correspondences, which authorizes the vendor and department to formally coordinate the transfer of goods or commence services indicated.

Issuing POs is important to limit the City's liability for a given purchase. The vendor's acceptance of a PO confirms understanding and adherence to base contractual stipulations set forth by the Purchasing Division. Most notably, the acceptance of a purchase order ensures vendors agree to the City's Minimum Vendor Provisions for Purchases and Contractual Services outlined on the Purchasing Division's webpage (www.newarkde.gov/105/purchasing).

Any purchase made without a purchase order is subject to rejection by the Purchasing Division and further review of policy failure by the city manager and/or Human Resources. The only exception to this PO requirement is a purchase to a vendor noted on the Blanket Vendor List (see Appendix A).

3.4 INVOICE PROCESSING

When a department receives an invoice for supplies or services, the invoice shall be provided to the Purchasing Division as soon as possible. The copy submitted by the department to the Purchasing Division must include the PO number related to the invoice. If the purchase is made from a vendor on the Blanket Vendor List, the specific departmental budget account code must be provided in lieu of a PO number. A summary of what the purchase is for should be included if such information is not apparent from the invoice.

To expedite invoice processing, the Purchasing Division requests that vendors send invoices to the City via email. Emailed invoices should be sent directly to purchasing@newark.de.us. The Purchasing Division will reach out to specific departments for coding once the invoice is received, if not already apparent from the invoice itself. Full summaries of what the purchase was for should also be provided by the department, if

not clear from the invoice. Invoices will then be entered in MUNIS for approval by appropriate parties (department directors, Finance Department, Purchasing Division, etc.).

Please note that an inability to provide proper approval and coding in a timely manner may be grounds for purchasing limitations placed on the department by the Purchasing Division or disciplinary measures as deemed necessary by the city manager. Invoices typically indicate a remittance timeline and fees for late payment. Accounts Payable typically cuts checks for invoice payment on Fridays (EFT payments clear the following Wednesday), and the invoice approval process by other approvers can take several days as well. Quick coding and approval by the department that received the good or service will reduce their part in any payment delays.

3.5 ELECTRONIC FUND TRANSFER REQUIREMENTS & VENDOR SETUP

It is the City's standing policy that all payments must be processed via electronic fund transfer (EFT) whenever possible and all POs be sent via email. Exceptions can be made in the case of emergencies, but all new vendors must have EFT information, W9 Forms, and email contact information submitted to be made active in MUNIS. Any vendor who refuses to provide such information may be ineligible to conduct business with the City. The City's EFT Form for vendors can be found in Appendix H.

Vendors may either register themselves through Vendor Self Service (VSS) or by emailing needed documentation to purchasing@newark.de.us. The VSS webpage can be found at <https://cityofnewarkdevendors.munisselfservice.com/>. Only the Purchasing Division can make vendor modifications in MUNIS. Once a vendor is registered with the City and provides all required information, they will be made active in MUNIS and eligible for authorized departmental personnel to put in purchase requisitions for the vendor.

It is important that all departments promptly submit any vendor EFT changes to the Purchasing Division if the information does not come to the Purchasing Division directly. Any outdated information may delay eventual payments and cause accounting difficulties. If any vendor sends unprompted EFT change requests to the Purchasing Division, the following steps shall be taken by the Purchasing Division to confirm the request is legitimate and not a malicious attempt to change a vendor's banking information to a fraudulent account:

- The Purchasing Assistant will confirm the change request was not prompted by an employee within a department that does regular business with the vendor.

- If another employee did reach out to the vendor for an update, the Purchasing Division will confirm the information received was from the same vendor contact the employee reached out to.
- If the change request was not prompted by another City employee, the Purchasing Assistant will reach out to a different contact from the vendor that did not send the request to confirm the request's legitimacy.
- The Purchasing Assistant will update the vendor information if confirmed to be legitimate or will reject the update request if illegitimate. If illegitimate, IT Infrastructure will be informed to block the sender's email address.

SECTION 4: CREDIT CARD USE AND MANAGEMENT

The City of Newark utilizes credit cards to expedite procurement of certain goods and services, adhere to vendor requirements, and ensure day-to-day purchases are not constrained by multi-departmental approval processes. The City's credit card policy is designated to ensure compliance with applicable laws and regulations, promote accountability, and prevent misuse of public funds. This policy applies to all employees who are authorized to use credit cards for public procurement on behalf of the City. Cardholders shall be designated by department directors, the Finance Director, and head of the Purchasing Division. Typically, these cards are provided to supervisors or managers, but the occasional administrative employee may be tasked with credit card responsibilities also. City cardholders shall be responsible for purchases on their cards even if claims arise that someone else in their department used the card—providing cards to other employees can be a liability in this regard.

There are two primarily recognized credit card vendors for the City of Newark: Fulton Bank (for general purchases) and Home Depot (for project-specific purchases). Select employees also hold Acme grocery store credit cards. Some staff members may request or be requested to hold one or all of these cards. As of 2024, employees who have a City credit card issued in their name do not have applicable cards show on their credit reports. The City has protocols in place to ensure that monthly statements are paid on time, so such credit impacts would be nonexistent even if reflected on staff members' credit reports.

In order for an employee to have a City credit card, they must sign the Credit Card Responsibility Statement (see Appendix I). Any employee that refuses to sign the statement or revokes their agreement at any point during employment shall have their credit card canceled and need to go through the formal purchase order process for all purchases. The City reserves the right to terminate any employee's credit card at any time. However, continued personal or otherwise unauthorized credit card charges on any employee's credit card (defined as two times within a rolling twelve month period) is likely to result in a one-month suspension of an employee's credit card and may result in the termination of the card altogether.

All purchases made up to \$300 on both the City's Fulton Bank and Home Depot credit cards are treated as blanket purchases. For Home Depot, daily purchases of value up to \$500 that are for existing capital improvement projects (CIPs) can be made without a purchase order. Purchases over the stated blanket amount can be made on a credit card so long as the formal purchase order process is completed and the credit limit on the employee's card can cover such cost. If an employee's card does not allow for a purchase of certain value, the Purchasing Division or Finance Department may be able to complete the purchase for the requesting department (assuming limits allow) or request credit limit increases on behalf of the employee.

SECTION 5: REQUESTS FOR QUOTATIONS (RFQs) **AND PURCHASING THRESHOLDS**

5.1 REQUEST FOR QUOTATIONS PRACTICES AND APPLICATIONS

A request for quote (RFQ) is a procurement method used for purchases that are less complex and costly than those outlined in the invitation to bid (ITB) and request for proposal (RFP) sections below. RFQs typically do not require lengthy specifications or detailed drawings and utilize price as the main determinant of award. RFQs can also be useful during budget preparation in determining the cost of a good or service for budget estimations.

When used for a purchase, RFQs should be reasonably distributed to all possible vendors for the service or good solicited. This means RFQs can be posted to the City website, outlined on a common website for vendors of a certain good/service (i.e., electric equipment posted to AURSI), or distributed via mail or email to vendors who can complete required work within a certain distance of the City of Newark.

Each department should maintain a template for RFQs, which will act to streamline the preparation of related requests (the Purchasing Division can provide examples of past RFQs if requested). There is no universal standard form for departments to use for RFQs, as this is a less formal process than ITBs/RFPs and can differ drastically from department to department. As such, these requests do not have to be routed through the Purchasing Division for distribution. However, the Purchasing Division must be copied on correspondences when RFQs are distributed and the Division must receive copies of all quotes gathered through an RFQ process. Additionally, when RFQs are distributed to vendors, it must be made clear to the vendors that they are minimally required to abide by the City's Minimum Vendor Provisions for Purchases and Contractual Services outlined on the Purchasing Division's webpage (www.newarkde.gov/105/purchasing).

Completing an RFQ in no way requires the City to enter into a contract with a vendor, but is required to enter into an agreement if the purchase is above the noted purchasing thresholds for an RFQ and waiving the bid process is not an option (see below). However, RFQs are a useful tool to efficiently and accurately relay City needs to vendors and obtain costs associated with certain scopes of work when ITBs and RFPs are not required.

Please note that RFQs are required for material purchases, non-professional services, and professional services valued between \$35,000 and \$49,999.99. If the estimated value of a purchase is less than the RFQ threshold, but could potentially exceed \$35,000, an RFQ

should still be created and distributed. Also, RFQs are required for “public works” purchases valued between \$75,000 and \$99,999.99. If the estimated value of a purchase is less than the RFQ threshold, but could potentially exceed \$75,000, an RFQ should still be created and distributed.

Definitions for material purchases, non-professional services, professional services, and “public works” purchases are outlined in Section 5.2 below.

5.2 PURCHASING METHOD VALUE THRESHOLDS

The required procurement method value thresholds referenced in Section 5.1 above are as follows:

Material Purchases, Non-Professional Services, and Professional Services

- | | |
|----------------------------|---|
| • Less than \$10,000: | Open Market purchase |
| • \$10,000 to \$24,999.99: | 2 written quotes required |
| • \$25,000 to \$34,999.99: | 3 written quotes required |
| • \$35,000 to \$49,999.99: | Formal Request for Quote (RFQ) process* |
| • \$50,000 to \$99,999.99: | Formal bid and Council approval process
(consent agenda) |
| • \$100,000 and over: | Formal bid and Council approval process
(staff presentation) |

“Public Works” Purchases

- | | |
|------------------------------|---|
| • Less than \$25,000: | Open Market purchase |
| • \$25,000 to \$49,999.99: | 2 written quotes required |
| • \$50,000 to \$74,999.99: | 3 written quotes required |
| • \$75,000 to \$99,999.99: | Formal Request for Quote (RFQ) process |
| • \$100,000 to \$149,999.99: | Formal bid and Council approval process
(consent agenda) |
| • \$150,000 and over: | Formal bid and Council approval process
(staff presentation) |

See Appendix J for the above purchasing method value threshold information visualized in a flow chart.

Open market purchases are purchases that are left to the discretion of an individual department or agency. These types of purchases are usually reserved for smaller, day-to-

day needs that are not already covered under an existing contract through a formal procurement method.

Material purchases and non-professional services are classified as purchases in which the additional vendor requirements beyond providing a basic good or service are minimal or nonexistent (i.e., the purchase is for a specific good that is clearly defined or for a less technically intensive service with defined expectations). Examples of contracts in this category are landscaping services and “off the lot” vehicle purchases.

Professional services are defined as “services which generally require specialized education, training or knowledge and involve intellectual skills. Examples of professional services include, but are not limited to, engineering,... consultants,... accounting, auditing, construction management, and arbitration [and other legal] services.” These purchase types are usually handled via the Request for Proposal (RFP) process if the anticipated cost of the service may exceed Council’s approval threshold. The RFP process is qualifications-based as opposed to low bid because in these areas the low bidder may not be the best choice due to unique knowledge, skills, or abilities of specific firms or individuals.

“Public Works” purchases are defined by the State of Delaware as “construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public funds.” Most “public works” purchases are typically more costly due to the technically rigorous and material and/or labor-intensive nature of these projects. It is important to note that “public works” as outlined through the State would encompass some Newark Public Works & Water Resources, Electric, Parks & Recreation, and Facilities projects, since each department is responsible for some specific infrastructure and/or construction projects periodically.

In 2021, the City Solicitor provided an opinion that projects that fall into the following definition are eligible to follow the “public works” purchasing thresholds:

“Public works are a broad category of infrastructure projects, financed and constructed by the government, for recreational, employment, and health and safety uses in the greater community. They include public buildings (municipal buildings, schools, hospitals), transport infrastructure (roads, railroads, bridges, pipelines, canals, ports, airports), public spaces (public squares, parks, beaches), public services (water supply and treatment, sewage treatment, electrical grid, dams), and other, usually long-term, physical assets and facilities. Though often interchangeable with public infrastructure and public capital, public works does not necessarily carry an economic component, thereby being a broader term.”

SECTION 6: INVITATIONS TO BID (ITBs)

6.1 DEFINITION AND USES

An **invitation to bid (ITB)** is a formal procurement process used when project needs are clearly defined and understood to both staff and prospective bidders. As such, the primary determinants for ITBs are price and vendor experience, meaning the City will always aim to award a contract based on an ITB to the lowest responsible bidder. The purpose of an ITB is to provide standardized information to different bidders, creating a competitive bidding process for all interested parties. Sealed bidding ensures fair competition and equality required by public procurement standards.

Procurement of material purchases, professional services, or non-professional services equal to or expected to exceed \$50,000 (or \$100,000 for “public works” purchases) must be fulfilled through formal ITB development and public request for sealed bids regardless of the funding source. (See Section 5 for definitions of material purchases, non-professional services, professional services, and “public works” purchases.) Completing an ITB in no way requires the City to enter into a contract with a vendor, but is required to enter into an agreement if the purchase is above the noted purchasing method value threshold and waiving the bid process is not an option.

6.2 ITB DOCUMENT REQUIREMENTS & PROCESS

The first step in the ITB process is to complete the Request for ITB/RFP Number Assignment Request Form, which can be found in Appendix K. This form is submitted to both the Purchasing Division and Finance Department and denotes the purpose of the ITB, the department’s cost estimate, anticipated timeline for completion of the purchase or service, the funding source to be used, and the funding available. The Finance Department will verify that the cost estimate and funding source are realistic and accurate, respectively, and the Purchasing Division shall assign an ITB number for the project. Each ITB receives a unique number identifier to track the bid document over the course of the process and ensure finding the information on the document later is seamless. The four-digit unique number identifier begins with the last two digits of the current year and numerically adds the final two digits. So, the third ITB of the year 2024 would be denoted as ITB No. 24-03.

The development of an ITB requires that bid documents be prepared. These documents should always do the following:

- Identify minimum bidder requirements;
- Allow for a competitive and public bid;
- Be capable of objective review;
- Provide for an equitable award to the most responsible low bidder;
- Establish timelines for delivery of goods or services; and
- Establish criteria for contract award.

The preparation of the ITB is initially the responsibility of the department requiring the equipment or service. The Purchasing Division will assist in this process, provide edits and/or comments as needed, and evaluate all ITB documents for final approval before advertising to ensure that all sections are accurate and consistent with City code, style, and procedure. It is required that departments submitting ITBs for final review and advertisement provide the Purchasing Division at least ten (10) business days to complete such review of all associated documents in between other duties.

6.3 ITB ITEMS

ITBs shall include, but not be limited to, the following:

- **Notice of Letting:**
Announces the ITB, bid deadline, questions/requests for information deadline, any pre-bid meeting information, and other required information. The City is required to publicly advertise the Notice of Letting; this advertisement is handled by the Purchasing Division and typically is done through The News Journal.
- **General Provisions:**
Outlines general contractual requirements bidders must agree to as part of their bid, including required liability insurance coverage amounts and other boilerplate items.
- **Scope of Work:**
Provides prospective bidders an outline of the good or service to be procured. This could include the frequency or volume of work to be completed, the area in which the work will be completed, or other pertinent information that is not boilerplate in nature. The department requesting the ITB is solely responsible for putting the scope of work together, as this section draws upon the individual department's expertise.

- **Technical Specifications:**
Provides prospective bidders detailed information on the good or service requested. This could include quantity amounts and sizes for materials, options for alternates, etc. The department requesting the ITB is solely responsible for putting technical specifications together, as this section draws upon the individual department's expertise.
- **Proposal:**
Offers the bidder a place to insert their bid for the specific ITB. The Purchasing Division uses vendors' submitted totals for each bid line to determine the bidder's total bid amount. The proposal section includes the submitted bid, non-collusion agreement, references, subcontractors list, and bond to accompany the bid.
- **Bid Bond/Bid Security:**
Outlines that the ten percent (10%) bid bond required for ITBs is valid and included (this ensures the bidder has a vested interest in the bid they are submitting). A cashier's check or certified check in the same amount is acceptable as an alternative to bid bond. The Purchasing Division may reject any bids due to lack of bid security. The check or bid bond of the bidder to whom the contract is awarded will be forfeited to the City of Newark as liquidated damages in the event that the contract and performance bond are not executed within the set number of calendar days after receiving the official notification of award noted in the ITB.
- **Surety/Performance Bond:**
Denotes that a surety bond in the full amount of the contract is required from the successful bidder as part of the final contract. If the awarded bidder fails to provide such a bond within the set number of calendar days after receiving the official notification of award noted in the ITB, the award of the contract may be deemed void and the bid bond forfeited to the City as liquidated damages. In certain circumstances, a performance bond may be required as part of the ITB depending on the scope of work and value of the service being performed.
- **Retainage:**
All construction contractors are subject to retainage for the project in the amount of five percent (5%) of the contract value. Upon successful completion of the project and all punch list items, subject to inspection by City staff, the project will be considered complete and the retainage will be disbursed to the contractor.

Appendix L provides a template of a typical ITB, which departments can use as a guideline to streamline the ITB development process.

6.4 BIDDERS LIST

The department requesting an ITB shall develop, log, and maintain a list of possible vendors that shall receive bid documents directly as well as any addenda, unofficial bid results, or other ITB documents. The Purchasing Division shall not look up these vendors for the requesting department and all correspondences will be sent via email through contracts@newark.de.us. If there is pre-bid meeting (mandatory or non-mandatory), the list of attendees shall be included in a ITB addendum and will be added to the official bidders list for the purposes of addressing requests for information on this subject moving forward.

6.5 ADDENDA

Each ITB must have a specified deadline for questions/requests for information associated with the bid. If any of the questions require response on behalf of the City, they must be answered via ITB addendum. An addendum must also be issued whenever the bid documents are necessarily modified, edited, and/or corrected. In other words, while the City aims to have all ITB documents in perfect condition when they are publicly posted, the posted version of the contract can be updated while the ITB is out to bid. Best practice is to set the deadline for questions at least two (2) full weeks before the bid submission deadline to allow staff to complete and distribute addenda and allow vendors time to modify their bids based on updated information. Only the Purchasing Division shall answer bidder questions while the ITB is out to bid, and such correspondences will only be shared through publicly available addenda; no employee outside of the Purchasing Division is authorized to answer bidder questions prior to the bid opening date.

6.6 BID OPENING

The deadline for all ITBs shall be clearly denoted in the contract documents and all addenda. The bid deadline is always set on a Tuesday at 2:00 p.m., unless otherwise approved by the Purchasing Division. The Purchasing Division shall be responsible for receiving all bids from vendors and publicly recording the bids into a record maintained by the City Secretary's Office after the bid deadline. The vendor names and total bid price will be listed at the time of recording. Following the bid opening, the Purchasing Division will post the unofficial bid opening results on the City's webpage for bids (www.newarkde.gov/bids) and begin working with the department requesting bids for next steps. The unofficial bid results are considered unofficial at this time since these bids are unvetted by staff and unapproved by City Council at the time of the bid opening.

6.7 AWARDING AND EXECUTING A CONTRACT

Once the department requesting the ITB decides upon the lowest responsible bidder for the ITB, the department shall complete a recommendation to award a contract that will be presented to City Council for approval. Section 9 outlines the process taken for this recommendation. The department requesting the ITB shall be responsible for coordinating time on a City Council meeting agenda with the City Secretary's Office as well as confirming at least the head of the Purchasing Division, the Finance Director, and the city manager (or their designees) co-sign the recommendation memo. The department director for the department requesting the ITB shall present the memo to Council.

Following Council approval, the Purchasing Division will send an acceptance letter to the awarded bidder along with a contract agreement, vendor registration forms, and surety bond form to be filled out and returned. Once the contract agreement, surety bond, vendor forms, and updated certificate of insurance are received and verified by the Purchasing Division, the contract shall be executed and the department requesting the ITB can formally begin coordinating next steps with the awarded vendor. After the contract execution, the Purchasing Division shall also send rejection notices to bidders who were unsuccessful in the bid process.

6.8 CHANGE ORDERS

After a contract is awarded and a project or order is underway, if it becomes necessary to add project/order items or expand the original scope of work because of unforeseen findings, a scheduling change, or leverage of remaining funds, a change order can be issued, pending city manager approval. The city manager can approve change orders on select contracts without City Council approval, up to the thresholds outlined below when City Council approval becomes required:

Contract Value	Council Approval Required When
\$50,001.00 to \$150,000.00	The change order is greater than 8% or \$10,000.00, whichever is higher.
\$150,001.00 to \$250,000.00	The change order is greater than 6% or \$15,000.00, whichever is higher.
\$250,001.00 to \$500,000.00	The change order is greater than 5% or \$20,000.00, whichever is higher.
\$500,001.00 and over	The change order is greater than 4% or \$30,000.00, whichever is higher.

The City received legal opinion in the 2010s that the official contract value is the current value of the contract, inclusive of prior change orders. For example, if a contract valued at \$100,000 has a change order of \$10,000, determining approval necessity for a second change order would be judged against the new contract value of \$110,000 instead of the original \$100,000. Piecemeal change orders to increase a contract's value and circumvent City Council approval are not advisable and will be flagged as inappropriate by the city manager, Purchasing Division, or Finance Department.

6.9 PREVAILING WAGE/DAVIS-BACON REQUIREMENTS

Prevailing wage requirements are a necessary consideration when creating ITBs for projects that receive applicable federal or state funding. Prevailing wage laws require that workers on these projects be paid a certain minimum wage rate that is established by the State or Federal Government. The Delaware Department of Labor maintains state prevailing wage rate tables and guidelines, while the Federal Government also has prevailing wage requirements set forth through the Davis-Bacon Act. For federally funded projects, whichever Delaware or federal rate is higher for the workers involved in a project becomes the standard for the ITB if the project cost estimate exceeds the threshold for Davis-Bacon requirements. Delaware State-funded projects are typically only constrained by Delaware prevailing wages over the mandated threshold. For more information on when prevailing wage rates are required for state or federally funded projects, visit the U.S. and Delaware Department of Labor webpages, or reach out to the Purchasing Division.

ITBs that are subject to prevailing wage requirements must include language that clearly outlines the prevailing wage rates that will be paid to workers on the project. This information should be based on the most current prevailing wage determinations found on Department of Labor webpages at the time the ITB will be advertised.

In addition to specifying the wage rates that will be paid, ITBs using state or federal funding also need to include provisions for reporting and record-keeping related to prevailing wage compliance. This includes requirements for contractors to submit certified payroll records, to maintain accurate records of hours worked by employees, and to provide documentation of fringe benefits that are provided to workers.

Failing to comply with prevailing wage requirements can result in financial penalties and legal liabilities for contractors and the City, so it is important to carefully review and understand the applicable prevailing wage laws before completing an ITB using state or federal funding. Any questions related to prevailing wage should be referred to the Purchasing Division prior to an ITB being advertised.

SECTION 7: REQUESTS FOR PROPOSALS (RFPs)

7.1 DEFINITION AND USES

The Request for Proposal (RFP) method may be utilized when determined by the Purchasing Division that the use of an ITB or standard sealed bid process is either not practical or not in the best interest of the City. In general terms, RFPs must be used when the professional service with vague or uncertain completion metrics pursued is more extensive than a non-professional service, “public works” purchase, or material purchase with clearly defined completion metrics, and the estimated cost reaches the purchasing method value threshold for Council approval noted in Section 5 (\$50,000). The City of Newark additionally must follow procedures set forth in Chapter 69 of the State of Delaware Code as it relates to RFPs.

RFP documents are completed by the department procuring professional services and submitted to the Purchasing Division for review, distribution, and advertisement. Following distribution of the RFP on the City’s website at www.newarkde.gov/bids, the department that drafted the RFP will submit a bidders list to the Purchasing Division so qualified professionals can be directly sent the RFP document as an invitation to submit a proposal. In securing professional services, it is the primary goal of the City to obtain services from vendor(s) that have proven records of offering such services in a professional and responsible manner.

Costs for professional services rendered are not the primary criterium for selecting a vendor, and prices for associated services must be separately submitted from the proposal so no consideration of cost is considered during the initial review process (more below).

Completing an RFP in no way requires the City to enter into a contract with a vendor, but is required to enter into an agreement if the purchase is above the noted purchasing method value thresholds and waiving the bid process is not an option.

7.2 PROFESSIONAL SERVICES PROVISIONS IN STATE LAW

Delaware State Code Title 24, Chapter 28, Section 2822 provides an elaborate structure for the licensure and employment of professional engineers. Following this section, when the City receives proposals for or engages in the construction or operation of “public works” projects, the retained engineer must be authorized to practice engineering or such

work should be executed under the supervision of an engineer who is registered to practice within the State of Delaware. Prior to the hiring of any firm for the provision of professional services, care should be taken to evaluate the exact work being performed and, when applicable, all provisions of State Code shall be followed. Any contract executed in violation of this section of State Code is null and void.

7.3 RFP DEVELOPMENT PROCESS

The first step in the RFP process is to complete the Request for ITB/RFP Number Assignment Request Form, which can be found in Appendix K. This form is submitted to both the Purchasing Division and Finance Department and denotes the purpose of the RFP, the department's cost estimate, anticipated timeline for completion of the purchase or service, the funding source to be used, and the funding available. The Finance Department will verify that the cost estimate and funding source are realistic and accurate, respectively, and the Purchasing Division shall assign an RFP number for the project. Each RFP receives a unique number identifier to track the bid document over the course of the process and ensure finding the information on the document later is seamless. The four-digit unique number identifier begins with the last two digits of the current year and numerically adds the final two digits. So, the third RFP of the year 2024 would be denoted as RFP No. 24-03.

The preparation of an RFP is initially the responsibility of the department requiring the professional service, as the department will be most knowledgeable of their needs and the requirements of the selected contractor(s). The Purchasing Division will assist in this process, provide edits and/or comments as needed, and evaluate all RFP documents for final approval before advertising to ensure that all RFP sections are accurate and consistent with City code, style, and procedure. It is required that departments submitting RFPs for final review and advertisement provide the Purchasing Division at least ten (10) business days to complete such review of all associated documents in between other duties.

7.4 RFP ITEMS

The following topics are those that make up each RFP document. Certain modifications can be made in concert with the Purchasing Division, but the general format below should typically be followed:

- A. NOTICE OF LETTING: The notice should outline the proposal submission deadline, how proposals and separately sealed basis for fees/budget proposal documents shall be submitted, when any pre-bid meetings shall be held, and the deadline for questions/requests for information associated with the RFP.
- B. PURPOSE AND OVERVIEW: This section should briefly indicate why the City is procuring the services outlined in the RFP and what staff is looking for from proposals.
- C. MINIMUM VENDOR AND PROPOSAL QUALIFICATIONS: This section outlines the minimum amount of information staff is asking vendors to submit with their proposal to better understand the firm's structural and experience. The information requested through this section includes, but are not limited to:
- a. Vendor's name and contact information;
 - b. Brief history of the firm and organizational structure, location, etc.;
 - c. Descriptions of similar work completed that is comparable to the work requested;
 - d. Specific examples of previous work that is comparable to the work requested;
 - e. References the City may contact for verification of the vendor's previous performance;
 - f. Time frame in which the vendor can/will complete the project;
 - g. The capacity of the vendor to complete the project (staffing, financial standing, ordinance requirements, etc.);
 - h. Any litigation in the past three (3) years wherein the vendor was found at fault for services related to the RFP project;
 - i. Statement indicating no conflicts of interest in the proposal;
 - j. Separately submitted basis for fees/budget proposal documents;
 - k. Cyber security and other liability insurance coverages required;
 - l. Other items that may arise as a result of the proposal or interview process; and
 - m. Any additional information the vendor feels would be beneficial for staff's review of the proposal.
- D. GENERAL PROVISIONS: This section outlines general contractual requirements vendors must agree to as part of their proposal, including required liability insurance coverage amounts and other boilerplate items.

- E. SCOPE OF SERVICES: This section shall outline the specific services the department needs the chosen vendor to perform to be successful in completing the project. The department requesting the RFP is solely responsible for putting the scope of services together, as this section draws upon the individual department's expertise.
- F. EVALUATION CRITERIA: The RFP must indicate the relative importance of specifically defined evaluation factors. Such criteria importance should be indicated with a possible point range; all initial evaluation criteria points must add up to 100 points. An additional 25 is available to vendors who are invited back for presentations as a second round.
- G. EVALUATION COMMITTEE: Within the RFP, the specific positions of those who will be reviewing the RFP (or their designees) must be included so vendors may tailor their proposals accordingly.
- H. PRESENTATIONS: Typically, the vendors with the highest ranked proposals will be asked to prepare and give a presentation to the evaluation committee. The department requesting the RFP shall typically be responsible for scheduling such presentations.
- I. BASIS FOR FEES/BUDGET PROPOSAL SUBMISSION: This section shall outline how the separately submitted financial components of the proposal shall be delivered. Again, to separate the financial and other aspects of the proposal, anything cost-related must be distinct from the main proposal. These separately sealed documents shall only be opened once a top one or two vendor(s) are determined to verify nothing stands out as inconsistent with staff's anticipated cost range.
- J. RFP TIMELINE & DEADLINE FOR SUBMISSION: This section shall simply indicate when and how vendors should submit their proposals and questions. If applicable, this section shall also indicate any pre-submission meetings with City staff. The Purchasing Division prefers submissions be provided via email to reduce paper waste and mail-related issues, but physical copies can still be requested by the department if preferred (the number of copies requested should be equal to the number of evaluation committee members plus one copy for the Purchasing Division's records).

Appendix M provides a template of a typical RFP, which departments can use as a guideline to streamline the RFP development process. Appendix N provides the standard template for an RFP review committee's scoresheet for the ranking of vendor proposals.

7.5 BIDDERS LIST

Identical to the process for ITBs, the requesting department shall develop, log, and maintain a list of possible vendors that should receive RFP documents directly as well as any addenda, unofficial results, and/or other contract documents. The Purchasing Division shall not look up these vendors for the requesting department and all correspondences will be sent via email through contracts@newark.de.us. If there is a pre-submission meeting (mandatory or non-mandatory), the list of attendees shall be included in an addendum to the RFP and will be added to the official bidders list for the purposes of addressing requests for information on this subject.

7.6 ADDENDA

Each RFP must have a specified deadline for questions associated with the contract. If any of the questions require response on behalf of the City, they must be answered via contract addendum. An addendum must also be issued whenever the RFP documents are necessarily modified, edited, and/or corrected. In other words, while the City aims to have all RFP documents in perfect condition when they are publicly posted, the posted version of the RFP can be updated while out to bid. Best practice is to set the deadline for questions at least two (2) full weeks before the bid submission deadline to allow staff time to complete and distribute addenda and allow vendors time to modify their proposals based on updated information. Only the Purchasing Division shall answer vendor questions while the RFP is out to bid, and such correspondences will only be shared through publicly available addenda; no employee outside of the Purchasing Division is authorized to answer vendor questions prior to the submission deadline.

7.7 PROPOSAL OPENING

The deadline for all proposals shall be clearly denoted in the RFP document and all addenda. The proposal deadline is always set for a Tuesday at 2:00 p.m., unless otherwise approved by the Purchasing Division. The Purchasing Division shall be responsible for receiving all proposals from vendors and publicly recording the names of the submitters into a record maintained by the City Secretary's Office after the deadline. Following the proposal opening, the Purchasing Division will post the unofficial results (names of submitters only) to the City's website (www.newarkde.gov/bids) and begin working with the department requesting proposals for next steps.

7.8 AWARDING AND EXECUTING A CONTRACT

Once the review committee completes their review and interviews the top-ranked vendors (if required) for the RFP, the department requesting the RFP shall complete a recommendation to award a contract that will be presented to City Council for approval. Section 9 outlines the process taken for this recommendation. The department requesting proposals shall be responsible for coordinating time on a Council meeting agenda with the City Secretary's Office as well as confirming at least the Purchasing Division, Finance Director, and the city manager (or their designees) co-sign the recommendation memo. The department director for the department requesting proposals shall present the memo to Council.

Following Council approval, the Purchasing Division will send an acceptance letter to the awarded vendor along with a contract agreement and vendor registration forms to be filled out and returned. Once the contract agreement, vendor forms, and updated certificate of insurance are received by the Purchasing Division, the contract shall be executed and the department requesting the proposal can formally begin coordinating next steps with the awarded vendor. After the contract execution, the Purchasing Division shall also send rejection notices to vendors who were unsuccessful.

7.9 CHANGE ORDERS

After a contract is awarded, if it becomes necessary to add items or expand the original scope of services because of unforeseen findings, a scheduling change, or leverage of remaining funds, a change order can be issued, pending city manager approval. The city manager can approve change orders on select contracts without City Council approval, up to the thresholds outlined in Section 6.8 when City Council approval becomes required.

SECTION 8: WAIVING THE BID PROCESS

8.1 OVERVIEW

There are specific rationales available to departments for waiving the formal bid process for the procurement of goods and services over the purchasing method value thresholds requiring Council approval noted in Section 5. Waiving the bid process means that a formal bid process should be required at the purchase price for a specific good or service, but there is sufficient justification to bypass this requirement. Every time a department recommends waiving the formal bid process for a specific purchase over the bid threshold, a City Council recommendation memo must be written and presented to Council to approve the waiver; the department's director is required to write the recommendation memo and have at least the head of the Purchasing Division, the Finance Director, and the city manager (or their designees) co-sign the recommendation.

Newark City Code, Chapter 2, Article II, Section 2-23 calls out the specific circumstances for which a waiver of the standard bid process is allowed. These provisions are outlined on the next page.

8.2 BID WAIVE CRITERIA OUTLINED IN CITY CODE

Sole Source Procurement	
Definition in City Code	“In cases where the city manager or his designee advises the council that it would be useless or inadvisable to solicit bids because of a single source of supply, or because the services required are of a professional nature, the council may waive the requisite of this section and approve the purchase of or contracting for such materials, supplies, equipment, or services without soliciting bids therefor.”
Explanation	Extensive research regarding potential goods and suppliers should always be conducted by City employees ahead of any procurement-related activity. If it is determined through this research that only one vendor exists for the good or service needed, or if the City has previously invested a substantial amount of money in a specific good or service from one successful vendor that would render consideration of other vendors useless, the bid process can be waived (examples: Dell for computers, Advantech for building security). An argument that a purchase was sole source procurement is only valid if sufficient evidence that no other type of material or service will satisfy the City’s specifications is documented and referred to with a purchase requisition or in the staff bid waive recommendation memo to City Council.
Impractical Bid Process or Timeline	
Definition in City Code	“If the city manager or his designee determines that the use of formal bidding is not practical for a particular purchase or contract, the council may waive the requirements of this section.”
Explanation	When going through the bid process would be detrimental or useless for City business, the bid process can be waived (example: very long lead times and/or prices for infrastructure equipment would increase exponentially due to the delay of the bid process). Please note that “impracticality” shall be defined on a case-by-case basis by the Purchasing Division; poor time management on the part of City departments shall not constitute impracticality for any purchase.
Joining an Existing State or New Castle County Contract	
Definition in City Code	“In any case where the city manager or his designee advises the council that it would be advantageous to do so, the council may waive the requisite of this section and authorize the city manager or his designee to purchase such materials, supplies, equipment, or services through existing state or New Castle County purchasing contracts which have been publicly bid on a sealed bid basis and which are in complete accordance with all applicable state and county laws and regulations.”
Explanation	If an existing state contract (e.g., Delaware, Sourcewell) or existing New Castle County (NCC) contract already offers Newark the good/service a department aims to procure, the bid process may be waived as a public bid process has already been satisfactorily completed (e.g., purchasing fleet vehicles off State of Delaware contracts). <u>Any</u> state contract may be utilized, but NCC is the only county contract available to Newark.

SECTION 9: CITY COUNCIL PROCUREMENT

RECOMMENDATION CHECKLIST

As outlined in City Code, all material and service purchases equal to or greater than \$50,000 (or “public works” purchases equal to or greater than \$100,000) require the direct approval of City Council. Material and service purchases between \$50,000 and \$99,999.99 (or “public works” purchases between \$100,000 and \$149,999.99) can be added to a City Council meeting’s consent agenda, which will be batched together with other consent agenda-eligible Council meeting items for bulk approval without staff presentation. Any material or service purchases equal to or greater than \$100,000 (or “public works” purchases equal to or greater than \$150,000) must be formally presented by staff and voted on by Council as a separate item at a City Council meeting.

Below is a list of items relating to the procurement recommendation memo format as well as the information required:

- All recommendation memos should be in memo format (see the [City Brand Guidelines](#) for details).
- Memos should be addressed as follows:
 - To: Honorable Mayor and Council
 - From: The department director or designee
The head of the Purchasing Division or designee
The Finance Department director or designee
Any other person involved in the purchase
 - Via: The city manager or designee
- Each person listed in the “From” category above, as well as the city manager, must initial beside their name on the memo to indicate they co-sign the recommendation.
- The subject of the memo should have one of two titles:
 - “Recommendation to Award a Contract Stemming from ITB/RFP [number]—[title of ITB/RFP]”
 - “Recommendation to Waive the Bid Process in Accordance with the Code of the City of Newark for the Purchase of [items/service being purchased]”

NOTE: If the ITB/RFP being awarded or bid-waived agreement is using money from a Capital Improvement Project, the following must be included at the end of the subject line: “(for CIP [project number])”

- In the **BACKGROUND** section, a brief history of the project should be outlined, including an explanation of the need for the purchase and why staff chose now to act.
- Under **BID/PROPOSAL REVIEW PROCESS**, the dates the Purchasing Division advertised the ITB/RFP in The News Journal must be included. A list of all bidding/proposal-submitting vendors for the ITB/RFP needs to be incorporated as well. For ITBs, the bid prices submitted by vendors should be added to provide additional context. This section does not apply to bid waive requests.
 - For RFPs specifically, it should be made clear that the Purchasing Division received separately sealed basis for fees documents to assure Council and the public that the recommendations are based on merit alone. Additionally, a list of the RFP review committee members must be noted along with the averaged scores the committee submitted for each vendor's proposal.
- If there was no ITB or RFP process completed for the purchase being recommended, the **BID WAIVE CRITERIA** section takes the place of the "Bid/Proposal Review Process" section. In this section, it should be clearly explained that staff is recommending waiving the bid process for one of the reasons outlined in Section 8.2 of this manual. The specific section of City Code used as well as a brief write-up on why this justification is used must be included here.
- In the **FUNDING** section, an explanation of where the funding is coming from is required (e.g., an account number or CIP project number). If funding is insufficient to complete the purchase, a budget amendment recommendation outlining where the additional funding will come from must be included here as well. The Finance Department director will confirm this section is complete and all funding sources are appropriate and available.
- Under **RELATED DOCUMENTS**, a list of all documents relevant for the award/bid waive recommendation is required. This includes vendor quotes/bids, CIP sheets as approved by Council, proposed CIP sheet modifications (if needed), pictures of the equipment being purchased (if applicable), and any other forms needed to adequately provide background for the purchase recommendation. All documents must be included with the recommendation when submitted to the city manager and City Council.
- In the **RECOMMENDED MOTION** section, the text of the motion Staff is asking Council to make should be written out. Two possible examples are:
 - "I move that Council award a contract stemming from ITB/RFP [number and title] to [vendor/contractor name and location] in the amount of [dollar figure]."
 - "I move that Council waive the bid process in accordance with the Code of the City of Newark for the purchase of [item(s)/service being purchased] from [vendor/contractor name and location] in the amount of [dollar figure]."

For examples, please reference approved recommendation memos from previous Council meetings at the City's webpage for bids (www.newarkde.gov/bids).

SECTION 10: CYBER SECURITY AND LIABILITY INSURANCE COVERAGE

10.1 OVERVIEW

Like many other governmental entities across the country, the City of Newark continually procures contractual labor and services. Consequently, Newark must ensure that contractors have liability insurance coverages sufficient to cover the City from insurance claims stemming from contractors' services. While the City of Newark has its own liability insurance coverages in place, these coverages account for daily City business and may not be satisfactory to cover claims from third party vendors. As such, ensuring these coverages are in place for vendors before, during, and for a period after services commence protects the City from potential claims for which Newark is not responsible.

Areas of primary concern for liability insurance ebb and flow over time as trends and vulnerabilities change. For instance, cyber liability insurance was a niche and inexpensive coverage in the early 2000s but is now one of the most important, expensive, and difficult to obtain coverages for many organizations. The below liability coverage areas are among the most commonly required of contractors:

Coverage Line	Description
Auto Liability	Protects the policyholder in cases where one of their drivers and/or vehicles causes injury to a third-party individual or damage to a third party's property in an auto accident.
Crime Liability	Protects the policyholder from significant losses caused by malignant action taken by third parties or employees. This covers the agency from loss of money or other assets lost from theft, fraud, forgery, burglary, etc.
Data Breach/ Cyber Liability	Protects the policyholder when sensitive information is stolen, released, disseminated, altered, or destroyed. This includes both electronic information and physical documents.
General Liability	Protects the policyholder if their services, operations, and/or products causes injury to a third-party individual or damage to a third party's property. This coverage covers non-professional negligent acts.
Pollution/ Environmental Liability	Protects organizations from unexpected pollution exposures or other damage from hazardous waste materials that are not covered by standard casualty and property policies.
Professional Liability	Protects service providers if an error or negligence causes damage or harm to a third party. Also called Errors and Omissions (E&O) insurance.
Umbrella/ Excess Liability	Provides additional liability protection by covering costs that go beyond other liability coverage limits; this coverage takes over when other liability coverage limits have been reached.
Workers' Compensation/ Employer's Liability	Provides coverage for medical treatments, lost wages, and other related expenses when an employee is injured in a work-related accident.

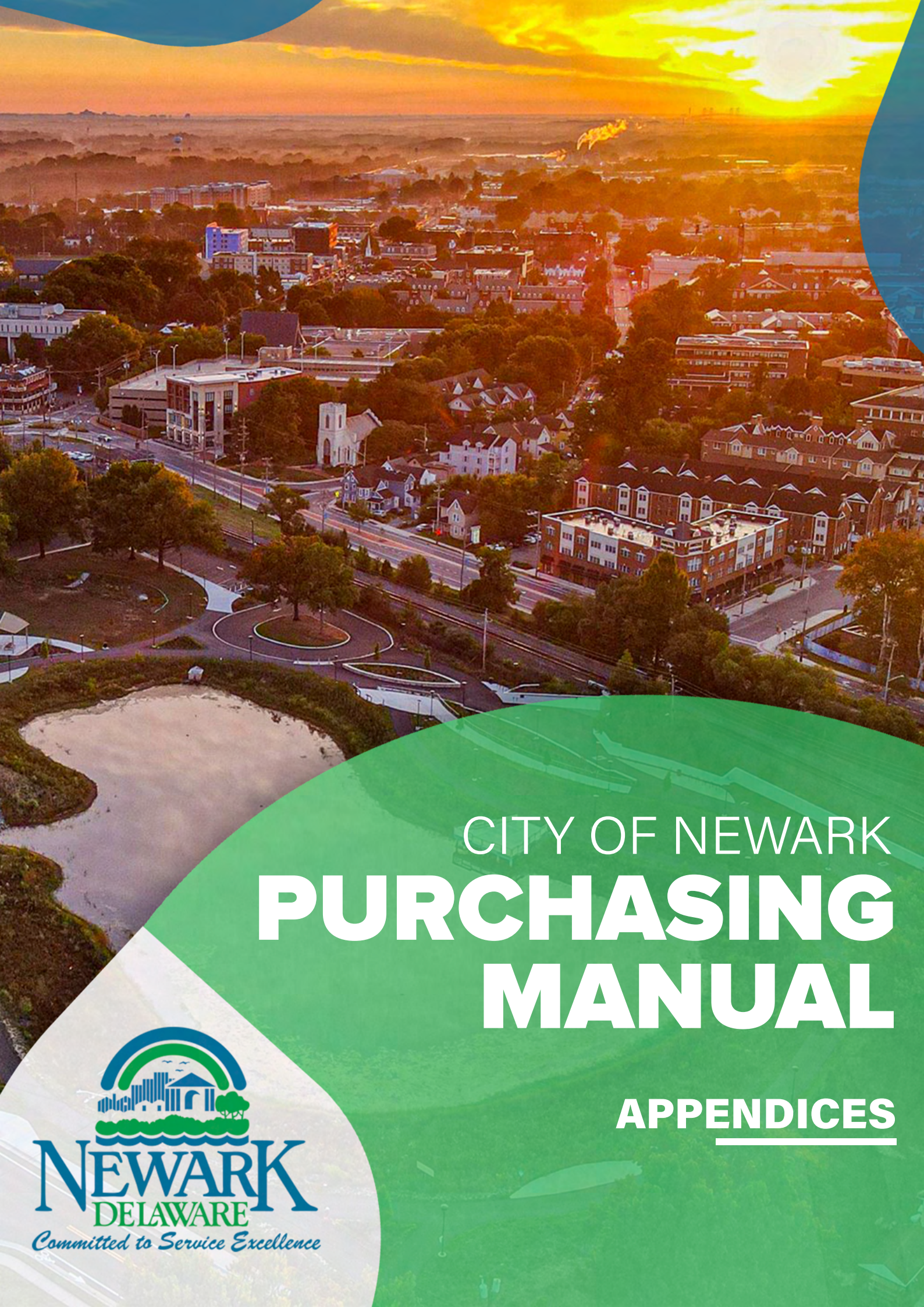
10.2 VENDOR CYBER SECURITY REQUIREMENTS

Depending on the service provided, additional requirements must be established with contractors before work begins to set expectations for protecting data and what to do when data is breached. In addition to protecting City information and infrastructure, protecting personal identifiable (PII) is of the utmost importance when data pertaining to financials, employees, or residents is involved. More information on what is required can be found in Appendix O.

10.3 LIABILITY INSURANCE RISK MATRIX

The below matrix outlines the generally accepted risk assumptions for different liability areas by service type, not all of which may be applicable to Newark at a given time. ITBs, RFPs, RFQs, or other agreements must outline the vendor's required liability insurances for each of these coverage types. For any agreements for services with "LOW" liability risk/exposure shown in the table below, tier 1 insurance requirements are needed, as outlined in Appendix O; those with "MODERATE" liability exposure must use tier 2 insurance requirements; those with "HIGH" liability exposure must use tier 3 insurance requirements. If "NONE" is listed for any specific area, no coverage is needed. Departments must work with the Purchasing Division if exceptions are requested.

Industry	Exposure Level by Coverage Type						
	Auto Liability	Crime	Data Breach/ Cyber	General Liability	Pollution	Professional Liability/E&O	Workers' Comp
Architectural/Engineering	LOW	LOW	LOW	LOW	MODERATE	HIGH	LOW
Construction	HIGH	LOW	LOW	HIGH	HIGH	MODERATE	HIGH
Financial Services	LOW	HIGH	HIGH	LOW	LOW/NONE	HIGH	LOW
Janitorial	LOW	MODERATE	LOW/NONE	MODERATE	MODERATE	LOW	MODERATE
Landscaping - Grounds	MODERATE	LOW	LOW/NONE	MODERATE	MODERATE	LOW	HIGH
Landscaping – Trees	MODERATE	LOW	LOW/NONE	HIGH	LOW	LOW	HIGH
Pole Work (Electric)	MODERATE	LOW	LOW	HIGH	LOW	LOW	HIGH
Security (guards)	LOW	MODERATE	LOW	MODERATE	LOW/NONE	MODERATE	HIGH
Technical Services (IT)	LOW	HIGH	HIGH	MODERATE	LOW/NONE	HIGH	LOW

An aerial photograph of Newark, Delaware, taken during the golden hour of sunset. The sky is a vibrant mix of orange, yellow, and blue. The city below is densely packed with buildings, including residential houses and larger commercial structures. A prominent white church with a tall steeple is visible in the middle ground. In the foreground, there's a large, light-colored, irregularly shaped area that appears to be a dry pond or a construction site. The overall scene is bathed in the warm, low-angle light of the setting sun.

CITY OF NEWARK **PURCHASING MANUAL**

APPENDICES



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CITY OF NEWARK
DELAWARE

APPENDIX A: BLANKET VENDOR LIST

ALL City purchases must be made through the purchase requisition/order process, unless the purchase is from one of the vendors on this list. **Any purchase up to \$300 can be made using a City credit card (Fulton or Home Depot) without a PO, however.** The limits for each blanket vendor are listed below. If a limit is not noted, there is no purchase limit for that vendor.

Emergency purchases up to \$1,000 that are reviewed and approved by the department director and City Manager (or their designee) shall be considered blanket purchases and not need to go through the purchase requisition/order process. **Such emergency purchases should be noted as emergencies on invoices when submitted to Purchasing.** Emergency purchases greater than \$1,000 and up to \$25,000 shall be rushed through the purchase requisition/order process. If not conflicting with other purchasing policies, the City Manager may authorize emergency purchases of \$25,000 or greater and waive the purchase requisition/order process when delay could cause threat to public health, welfare, safety, and/or finances of the City of Newark. “Emergency purchase” shall be defined as any procurement need that is immediate in nature for the City’s programs, staff, residents, facilities, material supply, or equipment, and where any delay in procurement would result in significant harm to the City in any of the above metrics.

All purchases under \$2,500 made by the Maintenance Division of PWWR for vehicles or equipment are treated as blanket purchases. Purchases between \$2,500 and \$5,000 (excluding tires) must have the PWWR director’s (or designee’s) authorization prior to purchasing; purchases over \$5,000 require purchase requisitions.

There are no longer preferred vendors for safety shoes (Lehigh Valley (now Saf-Gard Safety Shoe Company); Redwing)—employees should refer to their union contracts on purchasing limits for safety shoes and receive advance approval from their department director or authorized designee before buying. Additionally, prescription safety glasses must be approved in advance by the Chief Human Resources Officer.

If a purchase from a vendor on this list whose stated blanket limit is under \$500 is associated with an active capital project approved through the 2023 budget process, the blanket vendor amount shall increase to \$500. Purchases from these vendors related to all other projects that exceed the stated blanket amount require a PO.

Reimbursements processed through the MUNIS Request for Check application are also considered blanket purchases from a Purchasing Division standpoint since these purchases go through a similar approval workflow process as purchase requisitions.

<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>LIMIT</u>
20031	ACME MARKETS	\$200
12689	ACTION UNLIMITED RESOUCRES	JANITORIAL SUPPLIES ONLY
10171	ADVANTECH INC.	\$1,250 OR FOR EMERGENCIES & CALL-OUTS
10682	ALLAN MYERS MATERIAL	
8053	ALLIED PROPANE	
74274	ALLIED WASTE	
12589	AMAZON CAPITAL SERVICES, INC.	\$300
10107	ANACONDA PROTECTIVE CONCEPTS	\$1,000
9579	AQUAFLOW	\$300
9595	ATLANTIC TRACTOR	\$200
9371	AUSTIN & BEDNASH CONSTRUCTION, INC.	\$250
73657	BATTEN INC.	
72423	BENZ HYDRAULICS	EMERGENCIES & CALL-OUTS
10419	BLUE HEN CAR WASH	
9578	BOULDEN, INC.	
74467	BURKE EQUIPMENT	\$300
24060	CAMERAS ETC.	\$200
10918	CATO INC.	FOR FUEL ONLY
26040	CECIL AUTO PARTS	
46034	CHESAPEAKE PUBLISHING CO.	THRU PURCHASING ONLY
11710	CHESAPEAKE PUMP & ELECTRIC, LLC	EMERGENCIES & CALL-OUTS
10873	CINTAS	
10931	CONTRACTORS MATERIALS, LLC	
11728	COUNTY OF CHESTER, PA	\$2,000
9757	CRAFT OIL CORP. (DBA PETROCHOICE)	
10798	CUSTOM PRODUCTS CORPORATION	\$200
7994	CREDIT CARD SERVICES	\$200
9459	DEL-MAR DOOR SERVICE INC.	\$1,000 OR EMERGENCIES & CALL-OUTS
9575	DELAWARE SOLID WASTE AUTHORITY	
26050	DELMARVA POWER	
56365	DIAMOND CHEMICAL	
9729	DIAMOND MATERIALS, LLC	\$2,000
5217	DIAMOND STATE TIRE	
9574	DOVER ELECTRIC SUPPLY CO., INC.	
26070	DOVER PLUMBING	
10455	EQUIPARTS CORP	
74234	ERCO CEILINGS & INTERIORS	\$300
9791	EWING (COX REILLY, INC.)	\$500
2803	FASTENAL	
9221	FED EX	\$300
72557	FED EX KINKO'S	\$200
8595	FERGUSON ENTERPRISES	
11596	FIRST MOBILE TECHNOLOGIES	\$1,000
9403	FLEET PRIDE	
7994	FULTON CREDIT SERVICES	(PER DAILY TRANSACTION W/OUT PO) \$300
12311	GENERAL CHEMICAL & SUPPLY	JANITORIAL SUPPLIES ONLY
12415	GFP MOBILE MIX SUPPLY, LLC	

9580	GOODCHILD, INC.	\$500
72359	GRAINGER	
64014	HD SUPPLY WATERWORKS	\$500
9608	HERITAGE CONCRETE LLC.	
9587	H.P. MOTORS	\$500
34030	HACH CHEMICAL COMPANY	\$500
8387	HOME DEPOT* (PER DAILY TRANSACTION W/OUT PO)	\$300
9588	HOOBER EQUIPMENT	\$200
9803	HOOPEs	
12320	KENDALL ELECTRIC, INC.	
11598	LAB AT SEASCAPE	
12386	LAWSON PRODUCTS, INC.	
40044	LEXIS NEXIS	
42060	LILLY FASTENERS	\$200
9074	MAILROOM SYSTEMS	
44025	MCDONALD SAFETY EQUIPMENT	\$1,000
44026	MCDONALD'S PRISONER MEALS	
9672	MID-ATLANTIC WASTE SYSTEMS	\$300
44091	MUNICIPAL CODE CORPORATION	
46050	NAT'L RAILROAD PASSENGER CORP. (AMTRAK)	MAINTENANCE FEES
46025 & 905007	NEW CASTLE COUNTY	SEWER & WASTEWATER DISCHARGE FEES
73915	NEWARK EMERGENCY PHYSICIANS	DOCTORS SERVICES
46069	NEWS JOURNAL CO.	THRU PURCHASING
10866	OFFICE OF ANIMAL WELFARE	\$500
12735	OMNI SERVICES (PREVIOUSLY BRIGGS CO.)	\$500
48020	ONE CALL CONCEPTS	
3533	OUT & ABOUT MAGAZINE	
50020	PATH COMMUNICATIONS	\$300
9410	PENCO	
72774	PENN MD MATERIALS	\$300
6798	PETCO	K-9 DOGS
74650	PHILLIP LAFFERTY & SONS	
10860	PIVOT	
10780	PPG INDUSTRIES, LLC (PPG PAINTS)	\$500
10344	REDWING SAFETY SHOES	\$200
10878	RICCIARDI BROTHERS	\$500
1210	RIGGINS INC.	FUEL
9302	ROCK RIVER ARMS, INC.	(RUSH ORDERS ONLY) \$1,000
12044	SAF-GARD SAFETY SHOE COMPANY	\$200
74132	SCHLOSSER & ASSOCIATES	EMERGENCIES & CALL-OUTS
8222	SIG SAUER, INC.	(RUSH ORDERS ONLY) \$1,000
10570	SERVICE UNLIMITED, INC.	EMERGENCIES & CALL-OUTS
9383	SERVPRO OF NEWARK	EMERGENCIES & CALL-OUTS
10954	SOBIESKI LIFE SAFETY, LLC	\$1,000
10732	SITE ONE	\$300
10852	STEVEN A. SCHMITT (DBA SAS CONTRACTING)	\$600
8994	SUNOCO	FUEL PURCHASES ONLY
54100	TECOT	
11135	TREK BICYCLE NEWARK	\$200

9793	TRI-SUPPLY	\$500
TBD	TRUE BLUE MECHANICAL	EMERGENCIES & CALL-OUTS
9566	SUEZ WATER DELAWARE (FORMERLY UNITED WATER)	
74544	UNION AUTO GLASS	\$500
11146	UNION WHOLESALE COMPANY	\$1,000
912421/9742	UPS/UPS STORE	
26052/8589/00080	VERIZON/VERIZON BUSINESS/VERIZON WIRELESS	
10421	VOIP NETWORKS	SUBSCRIPTION INVOICES
73230	WHITE GLOVE OF DE	
9404	84 LUMBER	\$300



CITY OF NEWARK
DELAWARE

APPENDIX B: PETTY CASH VOUCHER

Any supplementary information for the purchase must be submitted with this form. Failure to provide adequate documentation in a timely fashion may result in rejection of petty cash reimbursements. All requests are subject to review by the Finance Department.

Employee Name: _____

Employee Dept/Division: _____

Purchase Dollar Amount: _____

Date of Purchase: _____ **Account # to Charge:** _____

Purpose: _____

Received By: _____

Approved By: _____ **Date:** _____
(Employee's Department Director)

Approved By: _____ **Date:** _____
(Finance Department)



CITY OF NEWARK
DELAWARE

APPENDIX C: MISSING RECEIPT FORM

Date of Purchase/Service: _____

Vendor Name/# in MUNIS: _____

Purchase Dollar Amount: _____ Account # to Charge: _____

Purchaser Name: _____

Reason Why Receipt Was
Not Received: _____

Purchaser Signature: _____ Date: _____

Dept Director Signature: _____ Date: _____

Item Description	Quantity	Unit Price	Total

List each item separately. List any applicable tax as a separate line item.

Total Purchase Price: _____



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · Fax 302.366.7035 · www.newarkde.gov

APPENDIX D: SAFETY EQUIPMENT REQUISITION FORM

TO BE COMPLETED BY THE EMPLOYEE'S SUPERVISOR:

(Employee name)

IS AUTHORIZED TO BUY SAFETY SHOES/EQUIPMENT NOT TO EXCEED \$ _____

EQUIPMENT TYPE IF NOT SAFETY SHOES: _____

EMPLOYEE DEPARTMENT/DIVISION: _____

DATE

SUPERVISOR'S SIGNATURE

TO BE COMPLETED BY EMPLOYEE:

I HAVE RECEIVED THE ABOVE SAFETY EQUIPMENT AND UNDERSTAND THAT THE ABOVE SAFETY EQUIPMENT IS THE PROPERTY OF THE CITY OF NEWARK.

DATE

EMPLOYEE'S SIGNATURE

VOID AFTER 30 DAYS



CITY OF NEWARK
DELAWARE

APPENDIX E: EQUIPMENT DISPOSAL FORM

(Complete and Send to the Purchasing Division for Processing)

Department: _____

Name of Employee Requesting Disposal/Replacement: _____

Equipment Description: _____

Acquisition Date: _____ Serial Number: _____

Original Purchase Price: _____ Est. Current Value: _____

Item Location: _____ Item being replaced?: ☐ Yes ☐ No

Reason for Disposal: _____

Form of Disposal: ☐ Discarding ☐ Auction ☐ Trade-in toward replacement

☐ Donation to outside agency ☐ Transfer to another dept

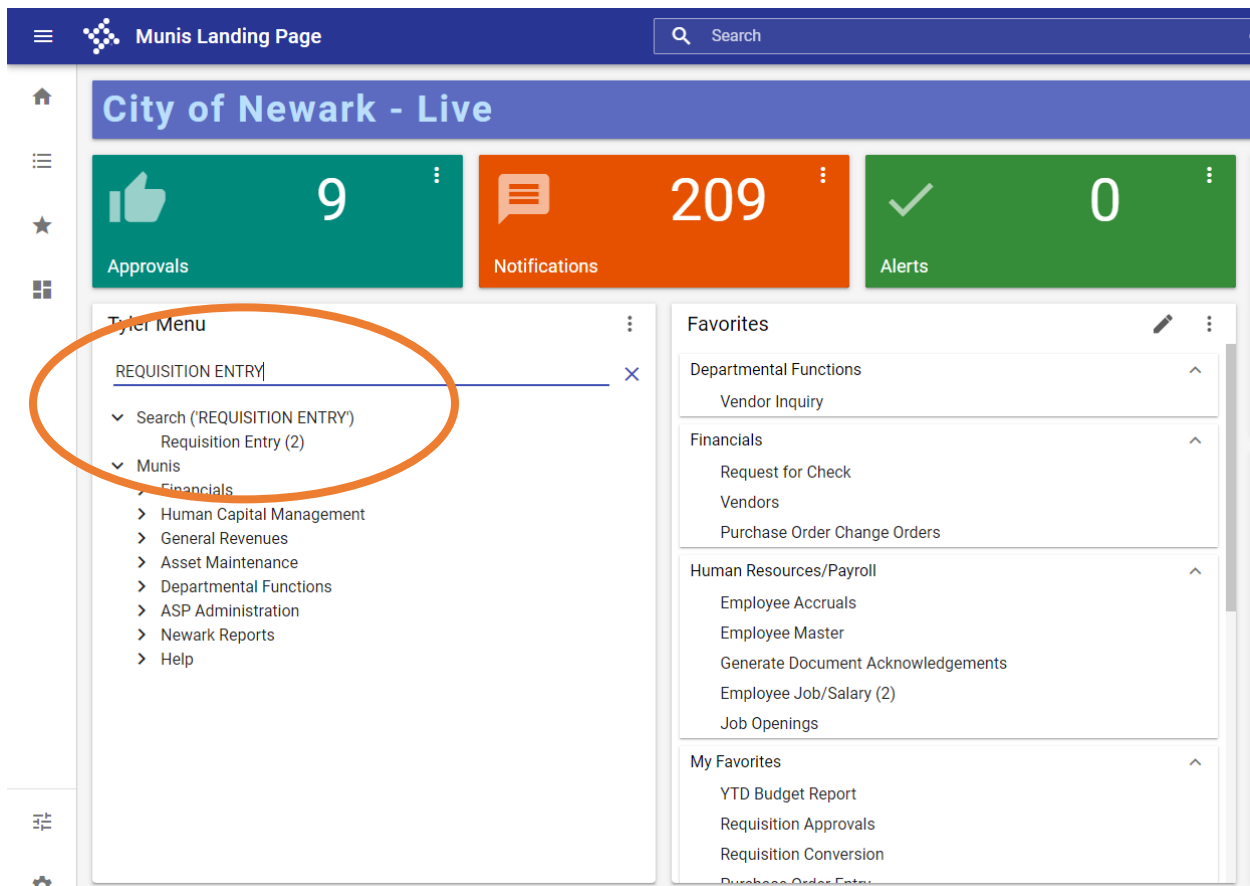
☐ Other (Requires note on why another approach is requested)

Department Director's Signature: _____ Date: _____

City Manager/Designee's Signature: _____ Date: _____

APPENDIX F: MUNIS PURCHASE REQUISITION ENTRY WALKTHROUGH

Step 1: Go to Requisition Entry in MUNIS



The screenshot displays the 'Munis Landing Page' interface. At the top, there is a search bar and a navigation menu. Below the search bar, the page is titled 'City of Newark - Live'. Three main status tiles are visible: 'Approvals' with a count of 9, 'Notifications' with a count of 209, and 'Alerts' with a count of 0. On the left side, there is a 'Tyler Menu' section. The 'REQUISITION ENTRY' option is highlighted with an orange circle. Below it, a search result for 'REQUISITION ENTRY' is shown with a count of 2. The right side of the page features a 'Favorites' section with various links categorized under 'Departmental Functions', 'Financials', 'Human Resources/Payroll', and 'My Favorites'.

Munis Landing Page

City of Newark - Live

Approvals 9

Notifications 209

Alerts 0

Tyler Menu

- REQUISITION ENTRY
- Search ('REQUISITION ENTRY')
Requisition Entry (2)
- Munis
 - Financials
 - Human Capital Management
 - General Revenues
 - Asset Maintenance
 - Departmental Functions
 - ASP Administration
 - Newark Reports
 - Help

Favorites

- Departmental Functions
 - Vendor Inquiry
- Financials
 - Request for Check
 - Vendors
 - Purchase Order Change Orders
- Human Resources/Payroll
 - Employee Accruals
 - Employee Master
 - Generate Document Acknowledgements
 - Employee Job/Salary (2)
 - Job Openings
- My Favorites
 - YTD Budget Report
 - Requisition Approvals
 - Requisition Conversion
 - Purchase Order Entry

Step 2: Add New Requisition

Requisition Entry [CITY OF NEWARK]

×

Close

🔍

Search

🗃️

Browse

+

Add

✎

Update

🗑️

Delete

➡️

Output

🖨️

Print

👁️

Display

📄

PDF

💾

Save

📄

ReadyForms

⚙️

ReadyForms Delivery Definitions

✉️

Email

🕒

Schedule

📎

Attach

Requisition Entry [CITY OF NEWARK]

Main

Terms/Miscellaneous

Main Information

Dept/Loc *

Fiscal year *

Requisition number *

General commodity

General description

General Notes

Status

Needed by

Entered *

PO expiration

Receive by

Quantity

Vendor Information

Vendor

Name

PO mailing

Delivery method

Remit

Vendor/Sourcing Notes

Vendor Quotes (0)

Committed

Print

Fax

E-Mail

E-Procurement

Shipping Information

Ship to *

Email

Reference

Step 3: Confirm that “Dept/Loc” is set to the Correct Department

 **Requisition Entry [CITY OF NEWARK]**

  
Close Accept Cancel

Requisition Entry [CITY OF NEWARK] > 

Main Terms/Miscellaneous

Main Information

Dept/Loc *

1120 ...

Fiscal year *

2024

☒ Current ☐ Next

Requisition number *

General commodity

General description

 **General Notes**

Tip: Click “...” next to the department number to pull up all possible department codes:

 **Requisition Entry [CITY OF NEWARK]**

  
Close Accept Cancel

Requisition Entry [CITY OF NEWARK] > 

Main Terms/Miscellaneous

Main Information

Dept/Loc *

1120 ...

Fiscal year *

2024

☒ Current ☐ Next

Requisition number *

General commodity

General description

 **General Notes**

 **Department Help**

      
Back Accept Cancel Output Print Display PDF

Requisition Entry [CITY OF NEWARK] > Department Help

Department	Description
1040	REFUSE DIVISION OF P/W
1050	STREET DIVISION OF PWWR
1070	ENGINEERING DIV OF P/W
1080	CODE ENFORCE DIV OF PLANNING
1090	POLICE DEPARTMENT
1100	FINANCE DEPARTMENT
1110	PLANNING DEPARTMENT
1120	ADMINISTRATIVE DEPT
1130	LEGISLATIVE DEPT
1140	PARKS & RECREATION DEPT
1150	JUDICIAL DEPARTMENT
1160	INFORMATION TECHNOLOGY
1170	STREET DIV OF PUB WKS
1190	COMMUNITY DEV PROG
1200	LAW ENFORCE PROGRAM

Step 4: Enter General Description (in all caps) and Vendor Number

Close

Accept

Cancel

Requisition Entry [CITY OF NEWARK] > 

MainTerms/Miscellaneous

Main Information

Dept/Loc *

1120

...

Fiscal year *

2024

☒ Current ☐ Next

Requisition number *

General commodity

General description

General Notes

Vendor Information

Vendor

...



☒ Committed

Name

PO mailing

0

...

Delivery method

☐ Print ☐ Fax ☐ E-Mail ☐ E-Procurement

Remit

...



Tip: The general description should be a higher-level or broad overview; we'll get into the specifics in a moment (e.g., put something along the lines of "janitorial supplies" here instead of listing out all the individual products).

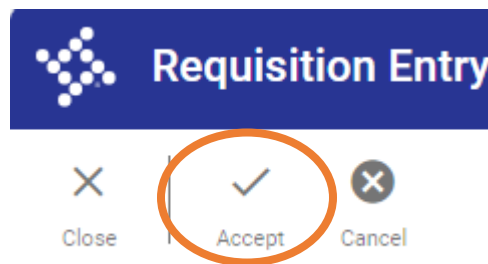
Step 4.A: If Unknown, Find a Vendor's Number via the Vendor Inquiry MUNIS App:

The screenshot shows the 'Munis Landing Page' for the 'City of Newark, DE - Hub'. It features a 'Tyler Menu' with a 'VENDOR INQUIRY' option circled in orange. Below the menu, the 'Vendor Inquiry [CITY OF NEWARK]' application is open, showing a toolbar with 'Close', 'Search', 'Browse', 'Output', 'Print', and 'Display' icons. The 'Search' icon is also circled in orange.

Tip: You can search by vendor name, DBA name, or address. All search entries must have asterisks on either side and all keywords must be in caps:

The screenshot shows the 'Vendor Inquiry [CITY OF NEWARK]' application with the 'General Vendor Information' section. The 'Accept' button in the toolbar is circled in orange. Below the form, the 'Contact Information' tab is selected, and the 'Company name' field is circled in orange, containing the text '*ADVANTAGE INDUSTRIAL*'. The 'Main' tab is also selected in the top navigation bar.

Step 5: Back in Requisition Entry, Click Accept to Move on to Line Items After General Description and Vendor Number are Entered



Step 6: Click Add Again on the Line Item Page

A screenshot of the 'Line Items' page. The header is dark blue with a white logo and the text 'Line Items'. Below the header is a toolbar with icons for Back, Search, Browse, Add (circled in orange), Update, Delete, Copy, Mass Allocate, Ship To, and Shop Online. The main content area has a breadcrumb trail 'Requisition Entry [CITY OF NEWARK] > Line Items'. Below this is a 'Requisition' section with input fields for 'Fiscal year', 'Number', and 'Line'. A 'Detail' section follows with fields for 'Quantity *', 'Commodity', 'Inventory item', and 'Location'. There are also radio buttons for 'Type' with options 'Pick ticket' and 'Purchase'. At the bottom is a 'Description *' field and a button labeled 'Add'l Desc/Notes'.

Step 7: Enter Quantity, Description, and Unit Price for EACH Item on the Purchase

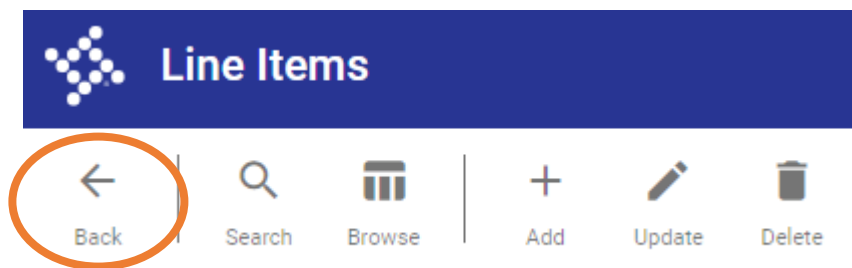
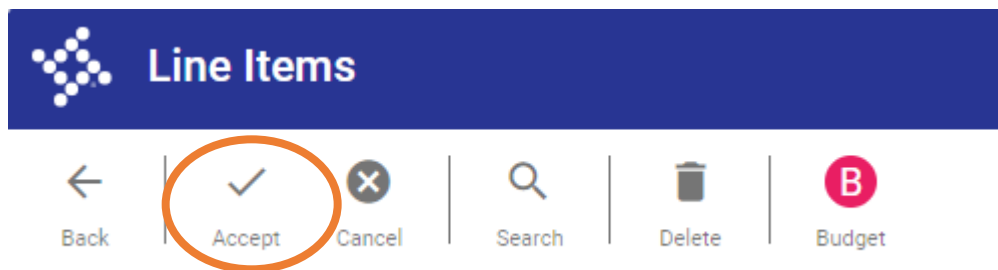
Tip: This is the “Description” spot where the specific product/service descriptions should be added for each line item on a quote

Step 8: Enter Expense Account Org and Obj Numbers at Bottom of the Page (click tab after entering numbers to bring up the description)

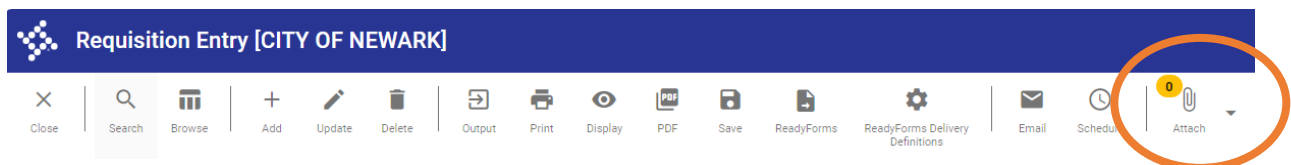
Tip #1: The “project” area should only be filled when there is a CIP project or work code associated with work (e.g., a COVID-related expense should have 5971 in the project line)

Tip #2: You can search G/L accounts & amounts left via the Account Inquiry MUNIS App:

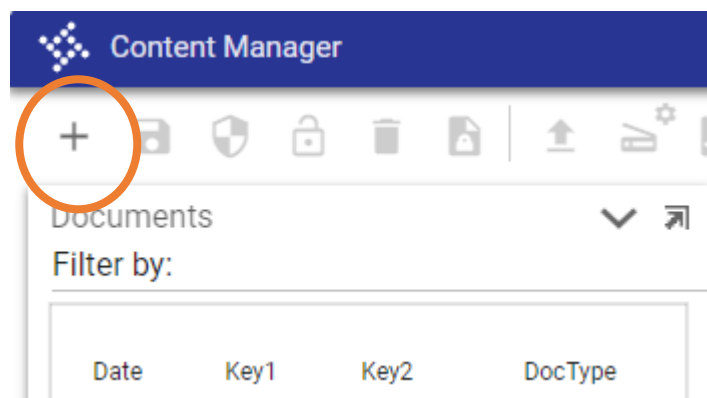
Step 9: Once all Line Items are Entered, Click Accept, then Back (if done) or Add again (if there is more than one product/service for this purchase)



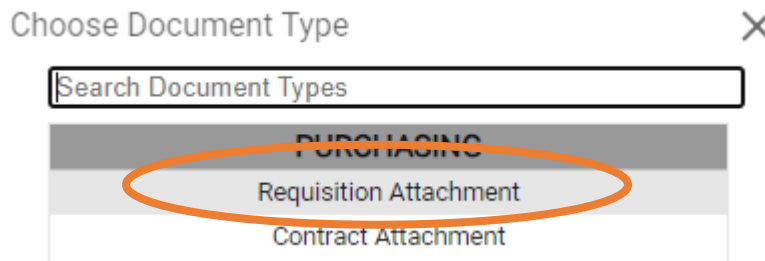
Step 10: After Returning to the First Screen, Attach any Relevant Quotes or other Documents in TCM via Attach



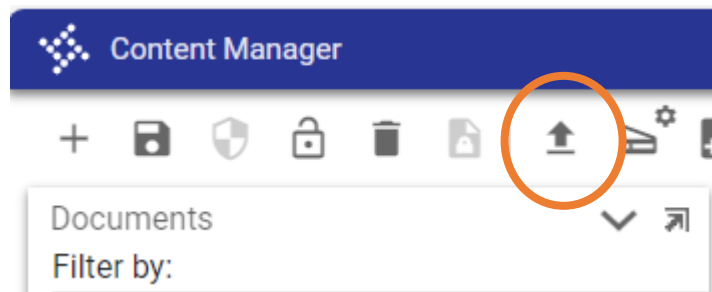
Step 10.A: Click Add



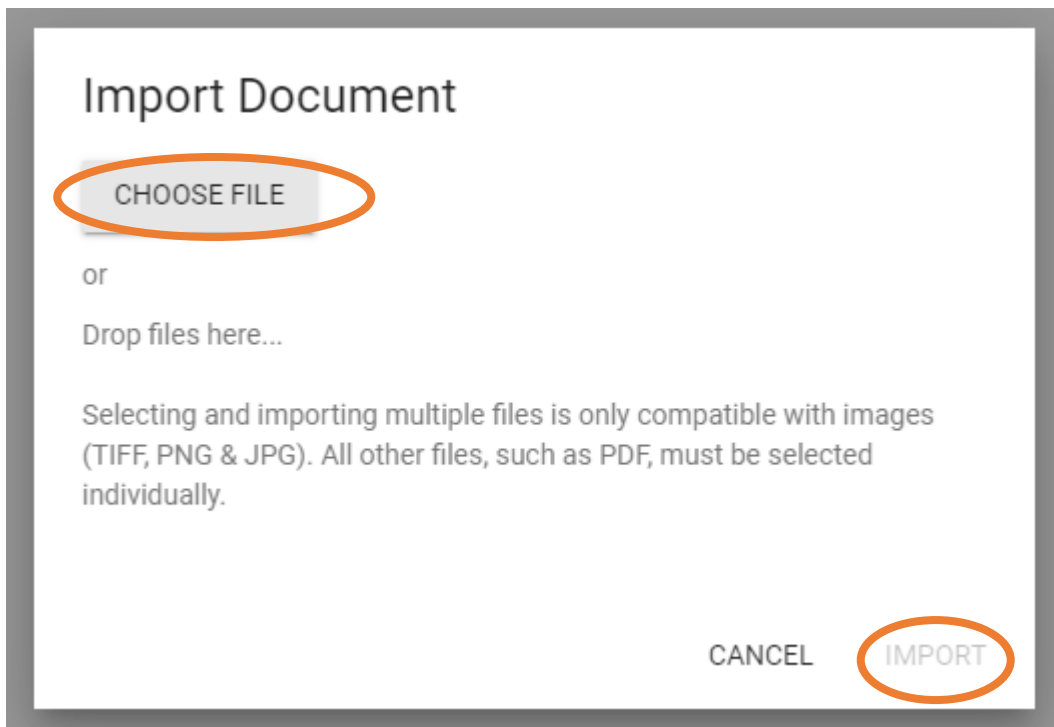
Step 10.B: Click Requisition Attachment



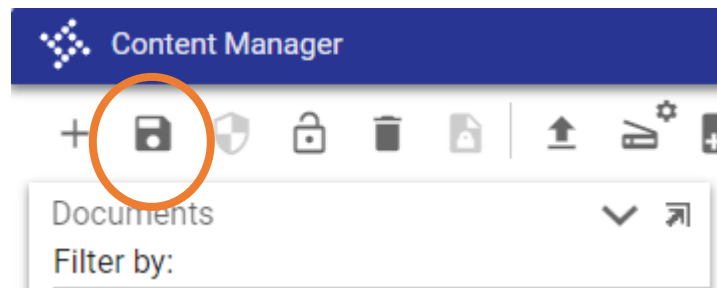
Step 10.C: Click Upload



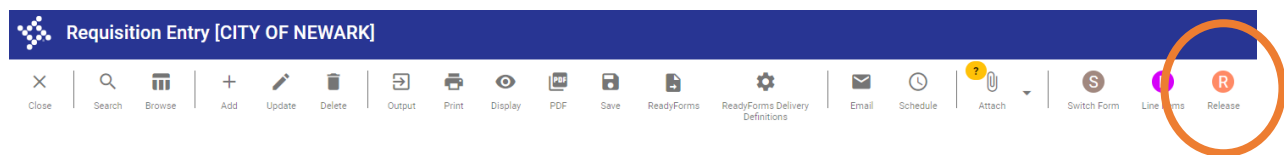
Step 10.D: Add File & Import



Step 10.E: Click Save & Exit Back to Purchase Requisition



Step 11: Click Release



That's It!



APPENDIX G: SAM.GOV EXCLUSIONS CHECK WALKTHROUGH

As part of the Single Audit, Newark's auditors will need to verify that the City is not conducting business with companies that have exclusions, debarments, or suspensions noted against them by the Federal Government for all purchases against capital projects, using any grant funding, and/or exceeding \$25,000 in total expended value. Consequently, for all purchase requisitions for capital projects, using grant funding, and/or over \$25,000, departments must show that they have checked for such exclusions with companies they aim to do business with BEFORE processing any payment to them. No invoice will be paid by the City of Newark against capital projects, using grant funding, and/or over \$25,000 unless an exclusion check was conducted prior to starting business with the vendor.

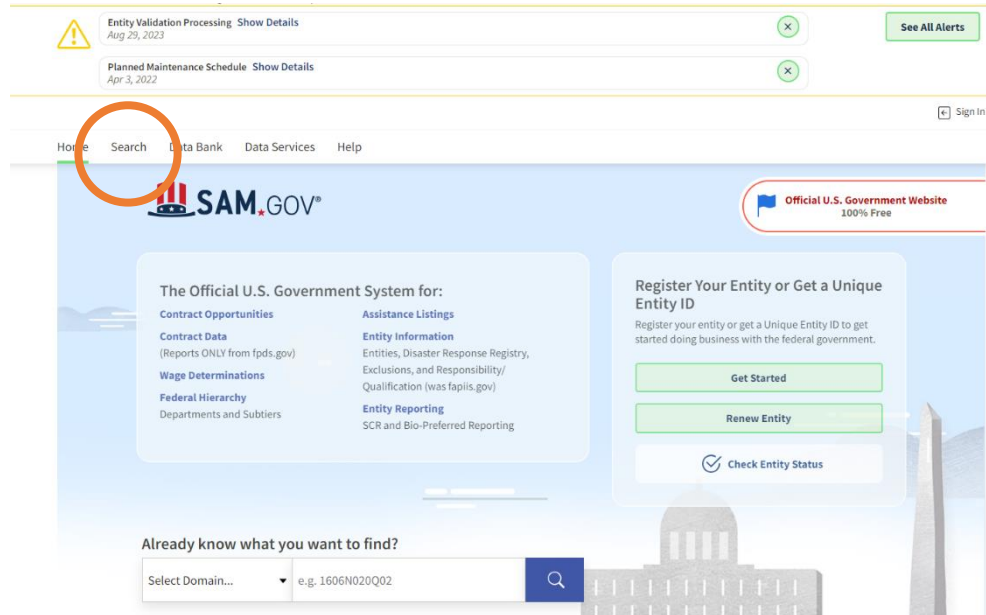
Given that a company can have exclusions noted at any time throughout the year, this check should be completed every time a purchase requisition is entered, or at least quarterly if multiple purchases are made to the same blanket vendor repeatedly throughout the year. Please also note that, for the purposes of the Single Audit, the auditors test for total expenditures to a vendor as opposed to individual work items. If multiple smaller purchases to one vendor exceed \$25,000 over the course of the year, an exclusion check must be completed once the \$25,000 threshold is surpassed even if no individual purchase to the vendor warrants a check.

For purchases against capital projects from vendors on the Blanket Vendor List, a copy of the exclusion check must be submitted with the invoice to Purchasing showing the date the exclusion check occurred prior to the purchase date. If the department completed an exclusion check in the last three months during a previous procurement process with a blanket vendor, a note must be included with the invoice denoting when the exclusion check was completed and the corresponding invoice number that included the exclusion check.

The steps on the following pages show how to obtain this information from www.sam.gov for purchase requisitions.

Step 1: Go to www.sam.gov and hit “search”

No log in is required



Step 2: Hit the “+” next to “Select Domain” and choose “Entity Information”

The screenshot shows the SAM.GOV Search interface. At the top, there is a navigation bar with links for Home, Search, Data Bank, Data Services, and Help. Below this is a search bar with a dropdown menu set to 'All Words' and a search icon. The search results are displayed in a sidebar on the left, and the main content area on the right is titled 'Select Criteria' with the instruction 'Choose your filters and run your report to begin.' The 'Select Domain' dropdown menu is open, showing a list of domains. The '+' icon next to the 'Select Domain' header is circled in orange.

Search

All Words e.g. 1606N020Q02

Select Domain All Domains

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search Search Editor

☐ Any Words [?](#)

☒ All Words [?](#)

☐ Exact Phrase [?](#)

e.g. 1606N020Q02

Federal Organizations

Enter Code or Name

The screenshot shows the SAM.GOV Search interface. At the top, there is a navigation bar with links for Home, Search, Data Bank, Data Services, and Help. Below this is a search bar with a dropdown menu set to 'All Words' and a search icon. The search results are displayed in a sidebar on the left, and the main content area on the right is titled 'Select Criteria' with the instruction 'Choose your filters and run your report to begin.' The 'Select Domain' dropdown menu is open, showing a list of domains. The 'Entity Information' option is selected and circled in orange.

Search

All Words e.g. 1606N020Q02

Select Domain All Domains

All Domains

Contract Opportunities

Assistance Listings

Entity Information

Federal Hierarchy

Wage Determinations

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search Search Editor

☐ Any Words [?](#)

Step 3: Under “Entity Information,” select “Exclusions”

The screenshot displays the SAM.GOV search interface. At the top, the SAM.GOV logo is on the left, and a 'Sign In' link is on the right. Below the logo is a navigation bar with links for 'Home', 'Search', 'Data Bank', 'Data Services', and 'Help'. The 'Search' link is highlighted with a green underline. Below the navigation bar is a search bar with the text 'Search', a dropdown menu set to 'All Words', and a search input field containing 'e.g. 1606N020Q02'. To the right of the search bar is a magnifying glass icon. Below the search bar is a sidebar with a 'Select Domain' section. Under 'Entity Information', there are five options: 'All Entity Information', 'Entities', 'Disaster Response Registry', 'Responsibility / Qualification', and 'Exclusions'. The 'Exclusions' option is highlighted with an orange oval. Below the 'Entity Information' section is a 'Filter By' section with a minus icon. Below the 'Filter By' section is a 'Keyword Search' section with a link to a help guide. At the bottom of the sidebar are two buttons: 'Simple Search' and 'Search Editor'. To the right of the sidebar is a large white box with a magnifying glass icon and the text 'No matches found'. Below this text is a message: 'We couldn't find a match for your search criteria. Please try another search or go back to previous results.' At the bottom of this box is a green 'Go Back' button.

Home Search Data Bank Data Services Help

Search All Words e.g. 1606N020Q02

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search Search Editor

No matches found

We couldn't find a match for your search criteria.
Please try another search or go back to previous results.

Go Back

Step 4: Search by company name for information

4.A: PLEASE NOTE THAT BOTH THE COMPANY NAME AND ANY “DOING BUSINESS AS” (DBA) NAMES MUST BE SEARCHED TO ENSURE FULL COVERAGE

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search Search Editor

☐ Any Words

☒ All Words

☐ Exact Phrase

e.g. 123456789, Smith Corp

Classification

Select Criteria

Choose your filters and run your report to begin.

Step 5: Review searched results for exclusions

5.A: PLEASE NOTE THAT A “NO MATCHES FOUND” RESULT MEANS THE VENDOR IS IN GOOD STANDING WITH THE FEDERAL GOVERNMENT OR HAS NO MARKS ON THEIR RECORD

The screenshot displays a web application interface for searching entity information. On the left, a sidebar contains a 'Select Domain' dropdown set to 'Entity Information' and a 'Filter By' section. The 'Filter By' section includes a 'Keyword Search' area with three radio button options: 'Any Words', 'All Words' (which is selected), and 'Exact Phrase'. Below these options is a text input field containing 'e.g. 123456789, Smith Corp' and a search bar with the text '"JEFF MARTINDALE"' and a clear button (X). On the right, a large light gray box displays the message 'No matches found' with a magnifying glass icon. Below the message, it states 'We couldn't find a match for your search criteria. Please try another search or go back to previous results.' and includes a 'Go Back' button. A green smiley face icon is positioned in the center of the page, with two orange arrows pointing from it: one to the 'All Words' radio button and another to the 'Go Back' button.

5.B: ANY FOUND RESULTS NOTE THAT EXCLUSIONS WITH THE FEDERAL GOVERNMENT EXIST AND NEWARK CANNOT DO BUSINESS WITH THE COMPANY

Search All Words e.g. 1606N020Q02

Select Domain
Entity Information

All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions

Filter By

Keyword Search
For more information on how to use our keyword search, visit our help guide

Simple Search Search Editor

☐ Any Words
☒ All Words
☐ Exact Phrase

e.g. 1234567890 Smith Corp
isis

Showing 1 - 25 of 25 results

Sort by Relevance

ISIS-WEST AFRICA Active			Exclusion
Unique Entity ID	CAGE Code	Physical Address	Classification
L7TMVNL8K2J1	(blank)	NGA	Special Entity Designation
			Activation Date
			Feb 27, 2018
			Termination Date
			Indefinite
ISIS-GS Active			Exclusion
Unique Entity ID	CAGE Code	Physical Address	Classification
DMH4GMZDJU35	(blank)	XUN	Special Entity Designation
			Activation Date
			May 16, 2018
			Termination Date
			Indefinite
ISIS-EGYPT Active			Exclusion
Unique Entity ID	CAGE Code	Physical Address	Classification
MTQDAJ8PNDN6	(blank)	EGY	Special Entity Designation
			Activation Date
			Feb 27, 2018
			Termination Date
			Indefinite
ISIS-SOMALIA Active			Exclusion
Unique Entity ID	CAGE Code	Physical Address	Classification
WH6T...	(blank)	PUNTLAND REGION SOM	Special Entity Designation
			Activation Date
			Feb 27, 2018
			Termination Date
			Indefinite
ISIS-PHILIPPINES Active			Exclusion
Unique Entity ID	CAGE Code	Physical Address	Classification
QWFTLCKC1ZD9	(blank)	BASILAN, PHL	Special Entity Designation
			Activation Date
			Feb 27, 2018
			Termination Date
			Indefinite

Step 7: Once confirmed the company has no exclusions, save a PDF copy of the screen

The screenshot shows the SAM.gov search interface. On the left, there are search filters including radio buttons for 'Any Words', 'All Words', and 'Exact Phrase', and input fields for search terms like 'e.g. 123456789, Smith Corp' and '"JEFF MARTINDALE"'. Below these are expandable sections for 'Classification', 'Excluded Individual', 'Excluded Entity', 'Federal Organizations', 'Exclusion Type', 'Exclusion Program', 'Location', and 'Dates'. The main content area displays a 'No matches found' message with a magnifying glass icon and a 'Go Back' button. A 'Feedback' button with a green arrow icon is at the bottom center. On the right, a print overlay is visible with settings for '4 sheets of paper', 'Destination' (Microsoft Print to PDF), 'Pages' (All), 'Layout' (Landscape), and 'Color' (Color). At the bottom right of the print overlay, there are 'Print' and 'Cancel' buttons. Two orange circles highlight the 'Destination' dropdown and the 'Print' button.

Print 4 sheets of paper

Destination Microsoft Print to PDF

Pages All

Layout Landscape

Color Color

More settings

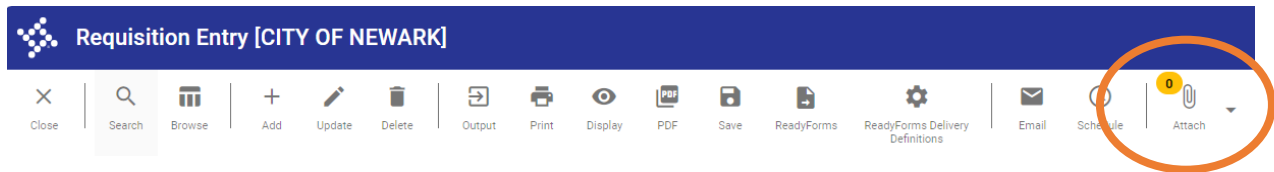
9/1/23, 10:48 AM SAM.gov | Search Reset

No matches found
We couldn't find a match for your search criteria.
Please try another search or go back to previous results.
Go Back

Feedback

Print Cancel

Step 8: Attach the PDF to the purchase requisition in MUNIS via the “Attach” button in Requisition Entry (see Purchase Requisition Walkthrough if more assistance is needed on attaching this information to a purchase requisition)



That's It!



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · Fax 302.366.7035 · www.newarkde.gov

APPENDIX H: VENDOR DIRECT DEPOSIT PAYMENT ENROLLMENT FORM

Applicant Information & Terms

Name of business OR Name as shown on your tax return:

Social security number:
(Individuals only)

Employment identification number (EIN):
(Businesses only)

Email address - required:

(For deposit advice delivery method / For PO delivery)

Payment terms:
(Default terms are Net 30)

_____ Net 15 _____ Net 30 _____ Net 45

Account Information

Name of bank/financial institution:

Bank routing number:

Bank account number:

Bank account type:

_____ Checking account _____ Savings account

Authorization Agreement & Signature

I hereby authorize the City of Newark to initiate automatic deposits to my account at the financial institution named above.

Authorized signature

Date



CITY OF NEWARK
DELAWARE

APPENDIX I: CITY CREDIT CARD RESPONSIBILITY STATEMENT & AGREEMENT

This Credit Card Use Agreement ("Agreement") is between the City of Newark ("City") and

_____ for the following credit card: _____.
Employee Name (Print) Credit Card Number
(Exactly as shown on card)

Card Type: ____ Fulton ____ Home Depot

I am the employee named above and I received the above-listed credit card associated with the commercial credit account of the City of Newark ("Card") and I confirm all my information is correct. My signature on this Agreement indicates that I will agree to comply with and be bound by the following conditions:

1. I understand this Card is the property of the City and I will be making financial commitments only on behalf of the City when using this Card. I agree that use of this Card is limited to business purposes in line with the policies of the City Purchasing Division and approved by the Finance Department (e.g., used within blanket vendor limits for credit card purchases, used through appropriate vendors based on approved purchase orders, etc.). I further understand that this Card is a tool meant to expedite and ease the rate at which City purchases are conducted and that the distribution of this Card is a privilege that may be revoked upon determining Card misuse has occurred. I agree this Card must not be used for any personal, unauthorized, or illegal charges and any such misuse will result in the cancellation of this Card and may further result in disciplinary action as outlined in the City Personnel Policy, up to and including termination of my employment. I understand that if I am unsure of the appropriate use of this Card, the Purchasing Division and Finance Department shall provide notice of authorization and/or clarify purchasing and other financial policies prior to any purchase on this Card.
2. I understand that, as part of the City's Purchasing processes, the City will review and investigate Card statements monthly and I have no expectation of privacy concerning any charges incurred. I will cooperate with any such review or investigation and submit receipts for all Card purchases to the Purchasing Division each month. I agree to be held personally liable for the total dollar amount of any improper charges incurred, plus any administrative fees assessed in connection with misuse of this Card. I agree that any personal, unauthorized, or illegal charges made by me or by another City employee on this Card, including any administrative fees and/or finance charges assessed in connection with such charges, and paid for by the City on my behalf will be considered a personal loan to be repaid through invoice (net 15 payment terms) or payroll deduction (if outstanding after 15 days). I understand that payroll deductions for my loan will be subject to the limits set forth by applicable law. If the City is required to take legal action to collect monies owed under this Agreement, I agree to pay the City's expenses, including attorney fees, incurred in its collection efforts. I agree that I may be liable for improper charges that result from allowing others to use this Card. I additionally understand that continued personal or unauthorized credit card charges on my City credit card (defined herein as two (2) times within a rolling twelve (12) month period) may result in a one-month suspension of my credit card or may result in the termination of my credit card.
3. I agree to submit receipts for charges incurred in connection with this Card to the Purchasing Division within five (5) business days of the purchase date, or within five (5) business days after returning from business-related travel (if the charges are made while away on business). If I lose or misplace a credit card receipt prior to submission to the Purchasing Division within said five (5) business day period, I agree to: (1) submit a Missing

Credit Card Receipt Form to the Purchasing Division within five (5) business days of the subject credit card transaction or (2) take immediate action to obtain a copy of the receipt from the vendor to provide it to the Purchasing Division within the noted timeline. Appropriate coding of receipts and purchase summaries shall be indicated at the time of receipt submission to the City Purchasing Division. If I fail to submit accurate and complete documentation pertaining to any card charge, the City will consider the unsupported charges incurred in connection with this card to be a personal loan and will collect those amounts from me via invoice or payroll deduction as described herein. I understand that continued failure (defined herein as two (2) times within a rolling twelve (12) month period) to submit a credit card receipt within five (5) business days of the purchase date, or within five (5) business days after returning from business-related travel (if the charges are made while away on business), may result in a one-month suspension of my credit card or may result in the termination of my credit card. I also agree to work with the Purchasing Division to the best of my ability on a monthly basis to outline when vendor receipts are delayed beyond the above noted timeline so that an accurate record of delayed receipts is maintained before the Purchasing Division receives monthly credit card statements.

4. I agree to return this Card immediately upon request by the City Manager's Office or upon termination of my employment for any reason (including retirement) with the City. I understand that this Agreement is revocable by the City at any time and for any reason. I also understand that I may revoke this agreement at any time upon written notice to the City Purchasing Division and Finance Department. If revoked by either party, I understand I must stop using the Card immediately and return it to the City Purchasing Division. I understand that if revoked, I remain responsible for any misuse and remain indebted to the City for any personal, unauthorized, or illegal charges made prior to the revocation and return of the Card.
5. I promise to immediately notify the City Purchasing Division and Finance Department upon discovering this Card has been lost, misused, or stolen or this Card has been the subject to fraud, unauthorized use, or misuse. I agree to cooperate with any investigation concerning the loss, theft, or suspected misuse of this Card. I agree that failure to notify the City Purchasing Division and Finance Department upon discovering this Card has been lost, misused, or stolen will result in the cancellation of this Card and may further result in disciplinary action as outlined in the City Personnel Policy, as set forth in Paragraph 1 above.

Employee Acknowledgement & Agreement:

Employee Signature

Date

Received:

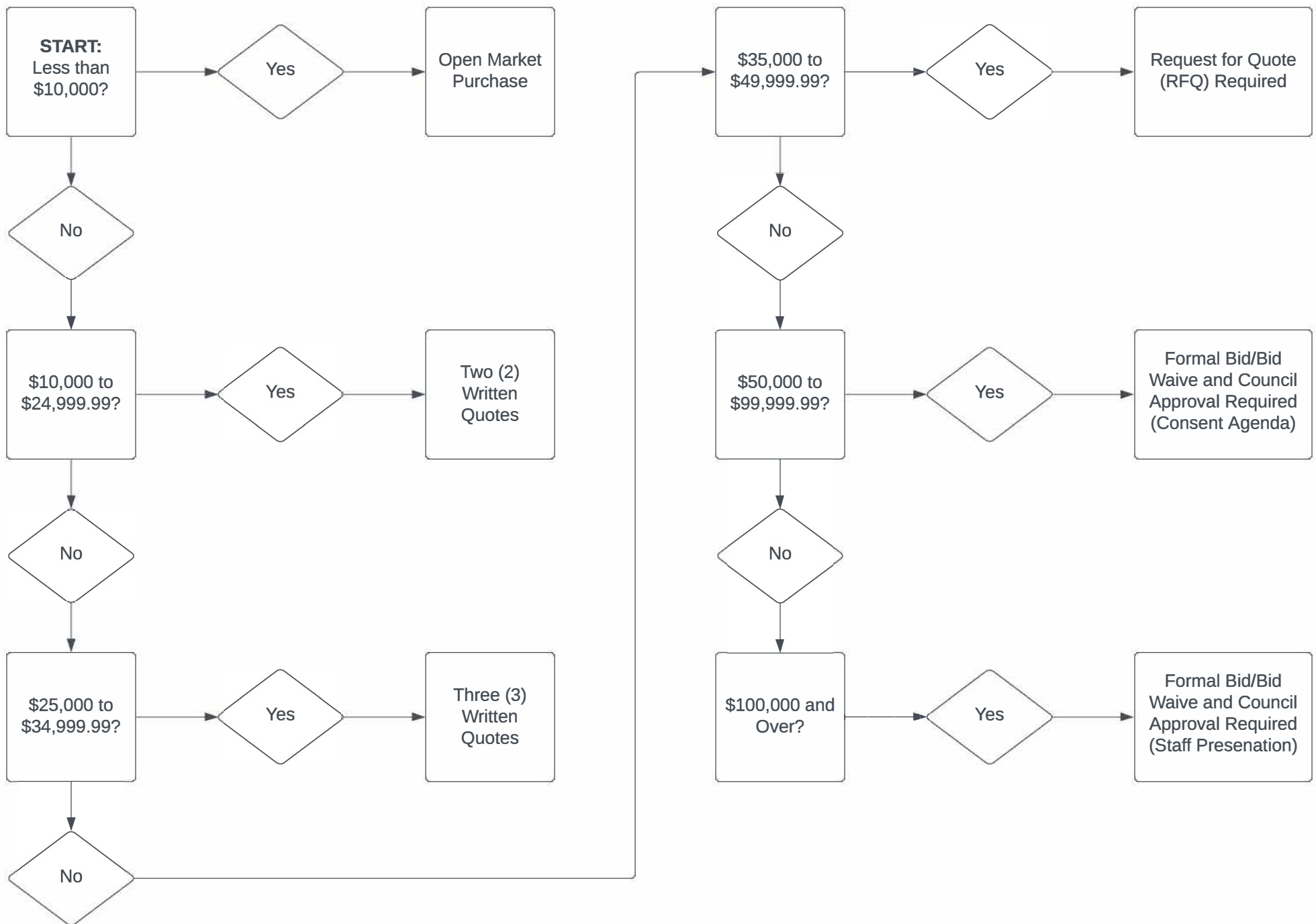
Chief Purchasing & Personnel Officer

Date

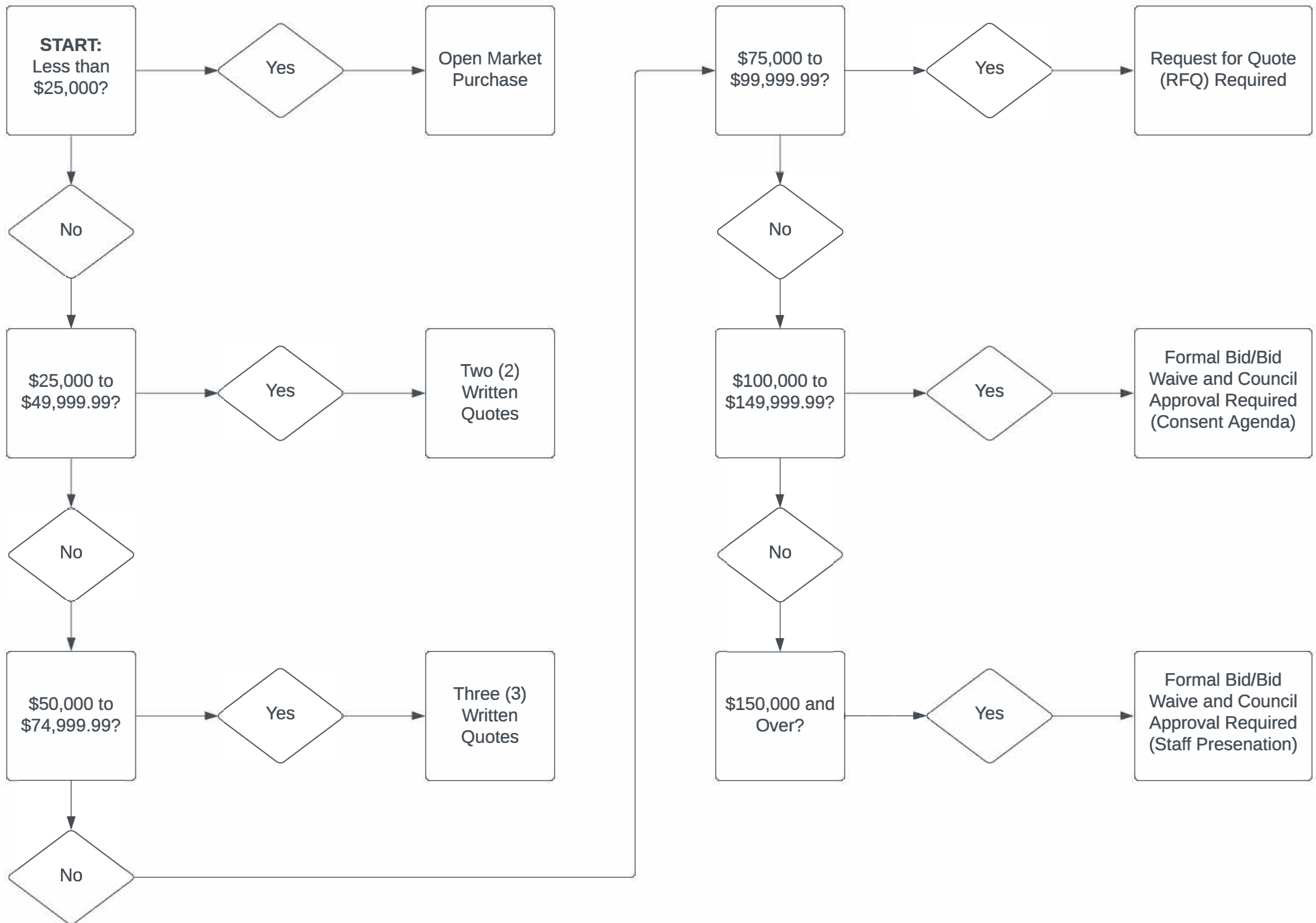
Director, Finance Department

Date

**APPENDIX J: PURCHASING METHOD VALUE THRESHOLD FLOW CHART
FOR MATERIAL PURCHASES, NON-PROFESSIONAL SERVICES, & PROFESSIONAL SERVICES**



PURCHASING METHOD VALUE THRESHOLD FLOW CHART FOR "PUBLIC WORKS" PURCHASES





CITY OF NEWARK
DELAWARE

APPENDIX K: REQUEST FOR ITB/RFP NUMBER ASSIGNMENT FORM

FROM: _____ **DATE:** _____

TO: Purchasing via Finance (please forward to the Deputy Finance Director before returning to the Purchasing Division)

Purpose of Invitation To Bid/Request For Proposal:

Cost Estimate: _____

Anticipated Time for Completion of Purchase/Construction/Project/Design:

Funding Source (Capital Project Number, etc.) and Totals:

State/Federal Funded: Yes ____ No ____ **Confirmed with Finance:** Yes ____ No ____

Finance Department Signature: _____

PURCHASING ONLY:

ITB/RFP Number Assigned: _____ **Bid Opening Date Given:** _____

Purchasing Division Signature: _____



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · Fax 302.366.7035 · www.newarkde.gov

APPENDIX L: INVITATION TO BID (ITB) TEMPLATE

BIDDER

BID SECURITY

INVITATION TO BID (ITB) NO. ##-##

ITB TITLE

NOTICE

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

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

TABLE OF CONTENTS

ADD TABLE OF CONTENTS HERE ONCE PAGE NUMBERS ARE COMPLETE

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

NOTICE OF LETTING

Sealed bids in response to Invitation to Bid No. ##-## (ITB TITLE) will be received by the Purchasing Division (220 South Main Street; Newark, Delaware 19711) until 2:00 p.m., prevailing time on Tuesday, BID OPENING DATE, and will be publicly opened and read aloud shortly thereafter.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded shortly thereafter. The City's preference is a single PDF copy by email in order to keep this process environmentally friendly. Please note that only emails up to 25 MB in size can be accepted.

There will be a [non-mandatory/mandatory] pre-bid meeting on [DATE], at [TIME] beginning at [LOCATION].

All questions/requests for information regarding this Invitation to Bid must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, [DATE AHEAD OF BID OPENING] to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

The Invitation to Bid documents may be obtained from the City website at www.newarkde.gov/bids.

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

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 in a sealed envelope clearly identified with the bidder's name and marked, "City of Newark – ITB TITLE". **Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, Tuesday, [BID OPENING DATE].** Each bid so submitted shall constitute an irrevocable offer for a period of thirty (30) calendar days following the bid opening date.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded shortly thereafter. Please note that only emails up to 25 MB in size can be accepted—if file sizes are larger than 25 MB, attachments should be broken into multiple emails.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If a bid bond is submitted, the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

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.

3. CONTRACT SURETY BOND

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.

If a warranty is included as part of this Invitation to Bid's scope of work, once the project is substantially complete the surety bond shall be converted into a warranty bond for the term of the warranty. Once substantial completion of the project is reached and approved, City staff shall release any remaining retainage and issue a close out letter to the vendor stating the start date of the warranty period. A copy of the above noted warranty bond shall be provided to the City Purchasing Division no later than thirty (30) days from the receipt of the City's close out letter.

4. TAXES

The price(s) quoted shall not include federal or state taxes. 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.

5. AWARDS

The City Manager or designee will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The 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.

6. BID PRICE

For material purchases, the prices shall include all transportation, delivery preparation, and installation charges for the equipment specified. The bid prices shall be F.O.C. Destination and shall not include federal or state taxes. If applicable, the successful bidder/vendor must furnish the City with the necessary tax exception forms in triplicate upon submission of his invoice.

Any 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.

7. **UNIT PRICES**

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. The unit price shall include all transportation, delivery, installation and all charges for the goods and services specified in this Invitation to Bid or otherwise by City staff.

8. **EQUALS**

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

9. **INQUIRIES/REQUESTS FOR INFORMATION & ADDENDA**

All inquiries/requests for information regarding this Invitation to Bid must be submitted via email to contracts@newark.de.us by 5:00p.m. on [QUESTIONS DEADLINE]. These inquiries will be passed along to relevant staff for their review. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received. Any answers deemed necessary will be provided via addendum prior to the bid opening date.

Any changes to the Invitation to Bid documents shall be made by written addendum no later than four (4) calendar days prior to the bid opening date, which may be issued with extensions to the bid submittal date (if necessary) to allow adequate time for review and response. Bidders shall bear the entire responsibility for being sure they have received all such addenda. **The bidder is responsible for submitting a signed letter listing the addenda received for this Invitation to Bid.** All addenda will be posted on the City website at www.newarkde.gov/bids. After the bids have been received, no claim that the bidder did not have complete information will be considered. 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.

10. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Contractor shall commence work on a date to be specified by the City in a written "Notice to Proceed" and to fully complete all work under this contract on or before the noted completion date. Liquidated damages of **LIQUIDATED DAMAGES AMOUNT** per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Such damages shall be payable to the City immediately upon notice of a breach of contract completion timelines. Liquidated damages shall not be considered a penalty, but rather a reasonable estimate of the damages that would be suffered by the

City in the event of a breach. The City and the contractor shall acknowledge that the actual damages resulting from a breach may be difficult to ascertain and that this provision represents a reasonable estimation of such damages. This provision shall not limit the City's right to pursue any other remedies available under law or equity.

11. CYBER SECURITY RESPONSIBILITIES [REMOVE IF ITB DOES NOT INCLUDE CYBER]

- a. The awarded vendor shall, at a minimum, comply with all applicable security-related federal, state, and local laws.
- b. In general, the term "data breach" shall mean a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data or physical documents for the City of Newark that results in, or there is a reasonable basis to conclude results in:
 - i. The unauthorized acquisition of personally identifiable information (PII), or
 - ii. Access to PII that is for an unauthorized purpose, or in excess of authorization.
- c. The term "data breach" does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.
- d. Personally identifiable information (PII) is defined herein as information or data, alone or in combination, that identifies or authenticates a particular individual. Such information or data may include (without limitation): name, date of birth, full address, phone numbers, passwords, PINs, federal or state tax information, biometric data, other unique identification numbers (driver's license numbers, SSNs, etc.), criminal history, citizenship status, medical information, financial information, usernames, answers to security questions, other personal identifiers, and/or information or data that meets the definition ascribed to the term "personal information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware or any other state.
- e. In the event of a data breach, the vendor shall:
 - i. Notify the City of Newark without unreasonable delay. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 - ii. Take all reasonable and necessary means to mitigate any injury or damage that may arise out of the data breach and shall implement corrective action as determined appropriate by the City. In the event of an emergency, the awarded vendor may take reasonable corrective action to address the emergency prior to City approval (the corrective action will not be considered final until approved by

the City, however).

- iii. Provide the City a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than three (3) business days following notice of the breach.
 - iv. Meet and confer with appropriate City representatives regarding required remedial action in relation to any such data breach without unreasonable delay.
 - v. Reimburse the City for all costs and damages as a result of the data breach, including all costs associated with the investigation, response, and recovery from the data breach.
- f. Notwithstanding any other provision of this Invitation to Bid, there shall be no monetary limitation of the awarded vendor's liability for the vendor's data breach that results in any unauthorized public dissemination of PII.

12. LIABILITY INSURANCE

SEE INSURANCE TIER TEMPLATE AND INSERT TIER 1, 2, OR 3 AS APPROPRIATE (WILL BE CONFIRMED BY THE PURCHASING DIVISION)

13. APPROVAL

The contractor shall receive approval in writing from the engineer before ordering any material for work to be done under this contract.

14. STANDARDS AND WARRANTY OF TITLE

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 contractor 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 contractor 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 contractor for their protection or any right under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this paragraph shall be inserted in all the 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 shall 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.

15. GUARANTEE

The contractor hereby guarantees all work for a period of **WARRANTY PERIOD LENGTH** after the date of completion and final acceptance thereof by the City as follows:

- a. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- b. The contractor 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.
- c. The guarantee obligations assumed by the contractor 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 used or to be used in the construction, performance and completion of the work or any part thereof.
- d. 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 contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the contractor under these contract documents.

16. EEO AND LICENSING

The contractor shall be licensed to do business in the State of Delaware and shall be registered as a contractor in the City of Newark and possess all other required licenses. The contractor shall also be a fair and equal opportunity employer.

17. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29, Section 6962, of the Delaware Code 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 is in conflict with Federal requirements.

18. PREVAILING WAGES [ONLY APPLICABLE IF USING STATE OR FEDERAL FUNDING]

The work to be done under this ITB is partially funded by [AGENCY/GOVERNMENT LEVEL]. However, the prevailing wage schedule established by the Department of Labor will not be applicable to this project.

19. VENDOR REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

If this ITB or RFP is funded through the State Revolving Loan Fund, a federal grant, or any other federal funding, the awarded vendor and subcontractors must be registered at www.sam.gov before contract agreements are signed. The awarded vendor and subcontractors must also show proof of SAM registration and good standing through the SAM portal before contract agreements are signed. SAM (System for Award Management) is the primary supplier database for the U.S. Federal Government.

The City of Newark shall not conduct business with vendors that are debarred or otherwise flagged/blacklisted if the project is funded using federal money. If a vendor or subcontractors are determined to be debarred at any point during the term of a contract, this will be seen as grounds for termination of the contract, and potentially grounds for termination from other contracts held with the City, if any.

20. NONCOLLUSION

The bidder 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 this contract.

21. EXCEPTIONS & OMISSIONS

Any and all exceptions which are taken to the specifications and terms and conditions outlined herein shall be noted in the space provided on the proposal form. The listing of any exception may be grounds for rejection of a bid.

Further, the bidder recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this ITB/RFP must be strictly addressed by the firm with the submittal of its proposal.

22. INCREASE AND/OR REDUCTION OF ESTIMATED QUANTITIES

- a. The contractor's attention is directed to the fact that the quantities indicated in this contract are approximate and may be increased or decreased by the engineer. An increase or a reduction in these quantities will in no way alter the unit prices bid by or paid to the contractor.
- b. The City shall also have the right to delete any portion of this contract or to update specific quantities as needed. Regardless of any changes, deletions, or additions authorized by the City, all work done or purchases made under this contract shall be based on the unit prices stipulated by the contractor in his proposal.

23. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date. If applicable, upon written request from the Contractor, payment for material stored on site may be made at 50% of the material's invoice price; full payment will be made after the material is installed. Payment for all services complete or goods received will be made within thirty (30) days of final acceptance by the City.

The City of Newark will not disperse payment to any vendor via paper check. As such, all bidders acknowledge that electronic fund transfer (EFT) payments are acceptable. The successful bidder will be required to submit EFT payment information to the City at the time of contract execution.

24. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work as described above shall be incidental to the bid item the work is being completed under.

25. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

26. RELEASE OF LIENS

The Contractor is required to provide documentation stating that all liens filed against the Contractor have been paid before the final 5% retainage is released to the Contractor.

27. ADVERTISEMENT

It is further agreed that any bidder/contractor submitting bids 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.

28. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

29. LIST OF SUBCONTRACTORS' CERTIFICATION

- a. Each bidder shall execute and submit with his bid, on the form provided herein, a list of subcontractors, including complete names and addresses, whose services the bidder intends to use in performing all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.
- b. Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal and State law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify his compliance with this requirement on the list of subcontractors.
- c. After the contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth on the list of subcontractors which accompanied his bid, without the written consent of the City.

30. INDEMNIFICATION

The contractor 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 contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

31. TERMINATION OF AGREEMENT

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

32. INTENT OF SPECIFICATIONS

It shall be the Contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

33. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions as they exist is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the work area. The contractor also shall carefully examine the plans, specifications, and the contract forms for the work contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Contractor is solely responsible to identify, obtain, and pay for all required permits, licenses, and approvals required by any and all State, local, or Federal authorities or governmental agencies to complete the Work.

34. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final, and any rejected items or materials will have to be replaced at the expense of the vendor.

35. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or ITB shall be 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.

36. REGULATIONS AND EXCEPTIONS

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 contractor 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 contractor 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 contractor 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 contractor. The contractor 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.

37. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, sidewalks, fences, shrubbery, and driveways that have been disturbed shall be restored to their original

condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

38. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport, and lawful disposal of construction debris and or materials.

39. INSPECTION OF MATERIAL AND WORK

- a. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The Contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- b. The Contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the city, material and the work shall be done again immediately to the satisfaction and approval of the city at the cost and expense of the Contractor.
- c. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.
- d. In case the City should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the City shall have the power to make an equitable deduction from the stipulated price.
- e. Neither the inspection nor supervision of the work, nor the presence or absence of an inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

40. FORCE MAJEURE OCCURRENCE

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.

41. 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.

42. 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.

43. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act (OSHA) and all other state and local laws, ordinances, and codes governing all work associated with the executed contract.

44. REFERENCES

Bidders must provide ### business references consisting of current or previous (within the last ### calendar years) customers where similar services are/were provided.

45. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal, insurance documentation, and bid security must be executed and completed in full and submitted with the bid at the time of bidding, or bid may be subject to rejection.

The bidder shall submit the following with the bid:

- A. Proposal
- B. Executed Bid Bond or Cashier's Check
- C. Acknowledgement of Addendum(a)
- D. www.sam.gov information
- E. Exceptions or qualifications to the ITB documents
- F. List of subcontractors
- G. References
- H. Non-collusion statement

46. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Performance/surety bond
- B. Vendor forms as required by the City of Newark
- C. Certificate of insurance showing required coverages and the City as the certificate holder

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

SCOPE OF WORK

[OUTLINE THE SPECIFICS OF THE WORK TO BE COMPLETED THROUGH THE ITB HERE]

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

TECHNICAL SPECIFICATION

[OUTLINE THE TECHNICAL REQUIREMENTS OF THE WORK TO BE COMPLETED THROUGH THE ITB
HERE]

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

PREVAILING WAGE DOCUMENTATION

[IF PREVAILING WAGE IS REQUIRED, POST REQUIRED DEPARTMENT OF LABOR DOCUMENTATION
HERE]

CITY OF NEWARK
Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

PROPOSAL

To: City of Newark Mayor and City Council

From: _____

We, the undersigned as a lawfully authorized agent for the bidder named herein has carefully examined the Bid Documents to be known as Invitation to Bid No. ##-## and binds themselves on award to the City of Newark by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provision, Specifications, and any Addenda shall be a part, and to furnish the goods as specified F.O.B. destination (Newark, Delaware) in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

ENTER BID ITEMS HERE WITH DESCRIPTIONS, QUANTITIES, UNIT PRICES, SUBTOTALS, ETC.

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

PROPOSAL (CONT.)

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.

Our unique entity identifier (UEI), as outlined on www.sam.gov is (write N/A if none): _____

We acknowledge receipt of addendum(a) numbers: _____

Exceptions: _____

Contact Information for Notice of Award/Rejection (If different from below): _____

Project to be completed within _____ days, months, years (circle one) from the Notice to Proceed.

BIDDER: _____ DATE: _____

SUBMITTED BY:

Legally Authorized Representative Signature

Print Name

Title

Address Line 1

Email Address

Address Line 2

Telephone Number

City, State, ZIP Code

CITY OF NEWARK
Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

BOND TO ACCOMPANY PROPOSAL

(Not Required if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ in the County of _____
and State of _____ Principal, and _____
of _____ as surety, legally authorized to do business in the Sate 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 City 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 separately, for and in the whole, firmly by these
presents. Sealed with our seals, dated the day of _____ in the year of our Lord, **YEAR WRITTEN**
OUT (NUMERICAL IN PARATHESES).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above noted bound principal
_____ who has submitted to said City of Newark, a certain
proposal to enter into a certain contract from Invitation to Bid **No. ##-##, ITB TITLE** shall be awarded said
Contract, and if said _____ shall well and truly enter into and
execute 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 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.

(See next page)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

BOND TO ACCOMPANY PROPOSAL (CONT.)

SIGNED AND SEALED IN THE PRESENCE OF:

Witness (Print)

Witness (Signature)

SIGNED (#1): _____ (SEAL)
(Signature)

BY (#1): _____ (SEAL)
(Print)

SIGNED (#2): _____ (SEAL)
(Signature)

BY (#2): _____ (SEAL)
(Print)

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

NON-COLLUSION STATEMENT

Date: _____

City of 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, Delaware on the _____ day of _____, 20____.

BY LEGALLY AUTHORIZED REPRESENTATIVE: _____

(Signature)

(Print)

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

NOTARY PUBLIC: _____

(Signature)

(Print)

My Commission expires: _____

CITY OF NEWARK

Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

LISTING OF SUBCONTRACTORS

The submitting bidder shall fill in the following listing of all subcontractors they intend to use in the performance of the work outlined herein. No subcontractor shall be substituted for any listed below without the written consent of the City of Newark. The submitting bidder hereby certifies that they have notified all subcontractors that they are obligated to comply with the provisions of this Invitation to Bid, including liability insurance coverage requirements, and all other federal or state laws as they pertain to this project. The submitting bidder shall submit evidence of such compliance upon notice of request.

1. Subcontractor name: _____

Address: _____

Type of work: _____

2. Subcontractor name: _____

Address: _____

Type of work: _____

3. Subcontractor name: _____

Address: _____

Type of work: _____

CITY OF NEWARK
Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

LISTING OF SUBCONTRACTORS (CONT.)

4. Subcontractor name: _____

Address: _____

Type of work: _____

Date: _____ Bidder: _____

Address: _____

Telephone #: _____

Email address: _____

Legally authorized representative: _____
(Signature)

(Print)

CITY OF NEWARK
Delaware

INVITATION TO BID NO. ##-##

ITB TITLE

REFERENCES SHEET

Provide the following information for to ### references who will attest to your company's ability to undertake and complete this type of work. Information denoted here must be clearly printed or typed.

1. Reference name: _____

Address: _____

Telephone #/email: _____

2. Reference name: _____

Address: _____

Telephone #/email: _____

3. Reference name: _____

Address: _____

Telephone #/email: _____



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · Fax 302.366.7035 · www.newarkde.gov

APPENDIX M: REQUEST FOR PROPOSALS (RFP) TEMPLATE

VENDOR: _____

REQUEST FOR PROPOSAL (RFP) NO. ##-##

TITLE

CITY OF NEWARK
Delaware

REQUEST FOR PROPOSAL NO. ##-##

RFP TITLE

TABLE OF CONTENTS

ADD TABLE OF CONTENTS HERE ONCE PAGE NUMBERS ARE COMPLETE

CITY OF NEWARK

Delaware

RFP ###-##

TITLE

NOTICE

The City of Newark will accept sealed proposals for RFP ###-## (TITLE) until 2:00 p.m., prevailing time, on PROPOSAL CLOSING DATE.

A PDF copy of proposal responses to RFP ###-## will be received by the City Purchasing Division at contracts@newark.de.us until the timeline noted above. Alternatively, six (6) sealed proposal copies can be mailed to the Purchasing Division (220 South Main Street; Newark, DE 19711) by the deadline. The City's preference is a single PDF copy by email in order to keep this process environmentally friendly. Please note that only emails up to 25 MB in size can be accepted.

Regardless of the proposal submission option, one sealed envelope containing basis for fees documents (as outlined in the "BASIS FOR FEES SUBMISSION" section on page ## of RFP ###-##) shall be submitted by mail by the above deadline.

All questions/requests for information regarding this RFP must be submitted via email to contracts@newark.de.us by 5:00 p.m. on REQUEST FOR INFORMATION DEADLINE to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

Copies of this request may be obtained from the City's website at www.newarkde.gov/bids.

CITY OF NEWARK

Delaware

RFP ##-##

TITLE

A. PURPOSE & OVERVIEW

Please outline the general purpose of this RFP. Why are we going out to RFP at this time? Are there any specific details related to Newark's operations and procedures that a prospective vendor needs to be aware of explicitly? What are we looking for generally from the awarded vendor (e.g. long-term relationship, specific one-time solution, expertise and training, etc.)? This does not need to be too detailed (2-3 paragraphs).

B. CITY BACKGROUND

The City of Newark was chartered in 1758 and is approximately nine square miles in size. Per the Delaware Population Consortium (DPC), the City's population is approximately 34,000 residents, making Newark the third most populous municipality in the State of Delaware. The city boasts a thriving downtown with a quintessential Main Street, an active economic climate, and strong development activity, with an abundance of top-rated parks and recreation programs and facilities. Newark is also home to the University of Delaware, which is currently the City's largest employer.

Newark is a full-service municipality, operating electric, sewer, water, and stormwater utilities for its service territories, as well as a nationally recognized Police Department and Alderman's Court in the Newark Municipal Center (220 South Main Street; Newark, DE 19711). Newark functions through a Council-Manager form of government, with a non-partisan elected Mayor and six Councilmembers. City Council meetings occur on the first four Mondays of each month, excluding City recognized holidays. For additional information about the City of Newark, please visit the City's website at www.newarkde.gov.

Add any other relevant department-specific information here.

C. MINIMUM VENDOR AND PROPOSAL QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services described herein. All offerors must submit the documentation indicated below within their proposal. Failure to provide any of the required documentation may be cause for the proposal to be deemed non-responsible and rejected.

Please outline any other vendor requirements here (certifications, standing with a certain organization, understanding of the Newark community, etc.). Not required, however, if unnecessary.

The written proposal shall, at a minimum, include the following information in order to be eligible for this contract:

1. The vendor/offeree's name and contact person, together with the address, telephone number, and email address of the office from which the services will be provided. Corporate office information shall also be provided, if applicable.
2. A brief history of the vendor/offeree (limit two pages), including organization structure, location of management, and evidence that the firm is authorized to do business in the State of Delaware.
3. Examples of at least three (3) comparable projects with similar scope in design and operation in progress or completed within the past five years for other governmental agencies.
4. Time frame in which deliverables of the project as defined within this RFP can be completed, including the approach to the project and any unusual problems anticipated.
5. The capacity and capability of the offeror to perform the work within the time limitations indicated.
6. A list of references the City may contact to assist in the evaluation of your past performance. For each reference listed, the information provided should consist of the following:
 - a. Name and mailing address of the governmental entity.
 - b. Name and telephone number of your contact person within said governmental entity.
7. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has found fault, held proceedings, or ruled against the proposer in any matter related to the professional activities of the proposer. Similar information shall be provided for any current or pending litigation or proceeding.
8. A statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a proposer, said proposer must specify the party with which the conflict exists or might arise, the nature of the

conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one offeror/vendor to perform the required services to avoid conflict of interest and other similar occurrences.)

9. Fees or fee structure as may be appropriate for the designated service (SUBMITTED SEPARATELY as outlined on page ###).
10. Availability of financial and operating resources as required to complete the work.
11. The ability of the firm to meet statutory or ordinance requirements.
12. A description of the manner in which the City account and/or project would be administered.
13. Other items that may arise as a result of the proposal or interview process.
14. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to provide in response to the RFP.
15. Any other specific requirements that may be required for the specific RFP in question. This is not required, but could include technical items, a way to show specific technical knowledge, etc.

D. GENERAL REQUEST FOR PROPOSAL INFORMATION & PROVISIONS

1. INQUIRIES/REQUESTS FOR INFORMATION & ADDENDA

All inquiries/requests for information regarding this RFP must be submitted via email to contracts@newark.de.us by 5:00p.m. on [QUESTIONS DEADLINE]. These inquiries will be passed along to relevant staff for their review. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received. Any answers deemed necessary will be provided via addendum prior to the bid opening date.

Any changes to the RFP documents shall be made by written addendum no later than four (4) calendar days prior to the submission deadline, which may be issued with extensions to the bid submittal date (if necessary) to allow adequate time for review and response. Submitting firms shall bear the entire responsibility for being sure they have received all such addenda. **Submitting firms are responsible for submitting a signed letter listing the addenda received for this RFP.** All addenda will be posted on the City website at www.newarkde.gov/bids. After the proposals have been received, no claim that the submitting firm did not have complete information will be considered. 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.

2. AWARDS

The City Manager's designee will review each of the proposals submitted and make a recommendation to the City Council on the disposition of the proposals. The City shall have the full authority to award projects to the firm who, in the sole judgment of the City, best meets the specifications and conditions of this RFP. The 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. All proposals shall remain firm for ninety (90) calendar days after the opening of proposals.

3. REJECTIONS OF PROPOSAL(S) AND IRREGULARITIES

The City reserves the right, at its sole discretion, to reject any or all proposals if deemed to be in the best interest of the City to do so. The City may also waive any irregularities, defects, informalities, technical defects, and/or clerical errors, as well as accept any portion or all items in a proposal, if deemed in the best interest of the City.

4. MULTIPLE CONTRACTS

The City reserves the right to enter into contract with more than one firm in order to avoid potential conflict of interest issues and to ensure that the City receives adequate representation to perform the scope of services involved with each project.

5. CANCELLATION OF RFP

The City of Newark reserves the right, at its sole discretion, to cancel this RFP in whole or in part prior to the execution of a contract.

6. ASSIGNMENT

The firm shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

7. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful firm will become a part of any agreement as a result of these specifications.

8. PROPOSAL CHANGES OR WITHDRAWALS

Any proposal may be withdrawn, modified, and/or resubmitted prior to the proposal submission deadline by written request, signed in the same manner and by the same person who signed the proposal. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) calendar days after the opening of proposals, or until one or more of the proposals have been accepted by the City of Newark, whichever occurs earlier.

9. TERMINATION OF CONTRACT

If through any cause, the firm selected to contract with the City through this RFP shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.

10. ACCOUNTING RECORDS

Any individual task orders or material costs will be negotiated based on the submitted "Basis for Fees."

11. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be 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.

12. COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

The successful proposer shall comply with all the specifications, terms, and conditions of this RFP, as outlined herein. Proposers are further required to complete/submit all information requested in this RFP. Furthermore, vendors shall thoroughly examine and be familiar with the City's specifications as outlined herein. The failure or omission of any vendor to examine this document shall in no way relieve the vendor of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

13. APPROVAL

In the event that City Council is required to approve the award of a contract based on this RFP, the selected Firm(s) may be required to attend the Council Meeting to address any questions. Costs for attendance shall be incorporated in the proposal.

14. ADVERTISEMENTS

Any firm submitting a proposal 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 must be submitted in writing to contracts@newark.de.us.

15. EEO AND BUSINESS LICENSES

The firm submitting a proposal shall possess all required business or other licenses to do business in Newark and Delaware and also shall be a fair and equal opportunity employer. Specifically, the firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies and agrees to not hold the City of Newark liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.

16. NON-COLLUSION

The firm submitting the proposal 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.

17. TERM OF CONTRACT

The length of the contract stemming from this RFP will be for NUMBER OF YEARS, commencing in X and concluding in Y. By mutual consent of the contracted firm(s) and the City, the contract may be renewed or extended for ## (#) additional one (1) year renewal periods, not to exceed a total contract length of ## (#) years. This option shall be exercised only if agreed to in writing by both parties and approved by the City Manager and/or City Council where applicable. [The contract term can be modified as needed by the requesting department and approved by the Purchasing Division.]

18. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The City will work with the selected firm to establish an agreed-upon time schedule for the completion of each task prior to the issuance of individual purchase orders. Liquidated damages of LIQUIDATED DAMAGES AMOUNT per day may be assessed to the

contractor for each day the contract is extended beyond the completion date agreed upon by both parties. Such damages shall be payable to the City immediately upon notice of a breach of contract completion timelines. Liquidated damages shall not be considered a penalty, but rather a reasonable estimate of the damages that would be suffered by the City in the event of a breach. The City and the contractor shall acknowledge that the actual damages resulting from a breach may be difficult to ascertain and that this provision represents a reasonable estimation of such damages. This provision shall not limit the City's right to pursue any other remedies available under law or equity.

19. AMENDMENT

This contract may be modified or amended if made in writing and signed by all parties. Any agreed-upon additional items and/or services or other additions or modifications to this agreement, together with estimated prices current at the time of change where possible, shall be agreed to in writing.

20. EXCEPTIONS & OMISSIONS

Any and all exceptions which are taken to the specifications and terms and conditions outlined herein shall be noted in the space provided on the proposal form. The listing of any exception may be grounds for rejection of a bid.

The submitting firm recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this request for proposal must be strictly addressed by the firm with the submittal of its proposal.

21. INDEMNITY

The firm 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 or patent, by the firm, its officers, agents, employees in the performance of the contracted agreement.

22. FORCE MAJEURE OCCURRENCE

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; unusual weather; or other unusual events outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

23. 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.

24. CYBER SECURITY REQUIREMENTS

[REMOVE IF RFP DOES NOT INCLUDE CYBER]

- g. The awarded vendor shall, at a minimum, comply with all applicable security-related federal, state, and local laws.
- h. In general, the term “data breach” shall mean a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the City of Newark that results in, or there is a reasonable basis to conclude results in:
 - i. The unauthorized acquisition of personally identifiable information (PII), or
 - ii. Access to PII that is for an unauthorized purpose, or in excess of authorization.
- i. The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.
- j. Personally identifiable information (PII) is defined herein as information or data, alone or in combination, that identifies or authenticates a particular individual. Such information or data may include (without limitation): name, date of birth, full address, phone numbers, passwords, PINs, federal or state tax information, biometric data, other unique identification numbers (driver’s license numbers, SSNs, etc.), criminal history, citizenship status, medical information, financial information, usernames, answers to security questions, other personal identifiers, and/or information or data that meets the definition ascribed to the term “personal information” under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.
- k. In the event of a data breach, the vendor shall:

- vi. Notify the City of Newark without unreasonable delay. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 - vii. Take all reasonable and necessary means to mitigate any injury or damage that may arise out of the data breach and shall implement corrective action as determined appropriate by the City. In the event of an emergency, the awarded vendor may take reasonable corrective action to address the emergency prior to City approval (the corrective action will not be considered final until approved by the City, however).
 - viii. Provide the City a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than three (3) business days following notice of the breach.
 - ix. Meet and confer with appropriate City representatives regarding required remedial action in relation to any such data breach without unreasonable delay.
 - x. Reimburse the City for all costs and damages as a result of the data breach, including all costs associated with the investigation, response, and recovery from the data breach.
- I. Notwithstanding any other provision of this contract, there shall be no monetary limitation of the awarded vendor's liability for the vendor's data breach that results in any unauthorized public dissemination of PII.

25. ADDITIONAL LIABILITY INSURANCE REQUIREMENTS

SEE INSURANCE TIER TEMPLATE AND INSERT TIER 1, 2, OR 3 AS APPROPRIATE (WILL BE CONFIRMED BY THE PURCHASING DIVISION)

26. STANDARDS AND WARRANTY OF TITLE [IF APPLICABLE]

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 contractor 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 contractor 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 contractor for their protection or any right under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this paragraph shall be inserted in all the 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 shall 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.

27. GUARANTEE [IF APPLICABLE]

The contractor hereby guarantees all work for a period of **WARRANTY PERIOD LENGTH** after the date of completion and final acceptance thereof by the City as follows:

- a. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- b. The contractor 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.
- c. The guarantee obligations assumed by the contractor 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 used or to be used in the construction, performance and completion of the work or any part thereof.
- d. 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 contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the contractor under these contract documents.

28. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29, Section 6962, of the Delaware Code 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 is in conflict with Federal requirements.

29. VENDOR REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

If this RFP is funded through the State Revolving Loan Fund, a federal grant, or any other federal funding, the awarded vendor and subcontractors must be registered at www.sam.gov before contract agreements are signed. The awarded vendor and subcontractors must also show proof of SAM registration and good standing through the SAM portal before contract agreements are signed. SAM (System for Award Management) is the primary supplier database for the U.S. Federal Government.

The City of Newark shall not conduct business with vendors that are debarred or otherwise flagged/blacklisted if the project is funded using federal money. If a vendor or subcontractors are determined to be debarred at any point during the term of a contract, this will be seen as grounds for termination of the contract, and potentially grounds for termination from other contracts held with the City, if any.

30. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date. If applicable, upon written request from the Contractor, payment for material stored on site may be made at 50% of the material's invoice price; full payment will be made after the material is installed. Payment for all services complete or goods received will be made within thirty (30) days of final acceptance by the City.

The City of Newark will not disperse payment to any vendor via paper check. As such, all contractors acknowledge that electronic fund transfer (EFT) payments are acceptable. The successful bidder will be required to submit EFT payment information to the City at the time of contract execution.

31. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

[Please note that this section is the standard set of general provisions for professional services and may not be inclusive of all requirements if a substantial amount of material procurement, contractual labor, use of state or federally-funded sources, or other unique specifications exist. Please refer to the standard vendor requirements listed on www.newarkde.gov/105/purchasing and work with purchasing if additional requirements are needed.]

E. SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein:

This is the section for which no template can exist. This is the space for you to outline the specifics of the work to be completed. Refer to prior RFPs listed at www.newarkde.gov/bids and work with departmental resources to fill in this section. Purchasing can assist with this section, but your expertise is particularly needed here. Please list out criteria in listed numerical format.

F. EVALUATION CRITERIA

A Selection Committee, as designated by the City Manager's Office, will review and score proposals and make a recommendation to City Council. The City reserves the right to reject any/all proposals received and to award the contract to the firm that the City believes will offer the best value for the scope of work. Decisions of the selection committee shall be final, subject only to the approval of the City Manager, Mayor, and City Council.

Proposals will be evaluated according to the following criteria with a maximum score of 100 points:

1. Reputation and experience of the firm in connection with services related to the scope of work. [NOT REQUIRED BUT SOMETHING SIMILAR RECOMMENDED]
Point Range: ##-##
2. Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for proposals. [NOT REQUIRED BUT SIMILAR RECOMMENDED]
Point Range: ##-##
3. Please fill in a criterium specific to your scope of work.
Point Range ##-##
4. Please fill in a criterium specific to your scope of work.
Point Range: ##-##

5. Please fill in a criterium specific to your scope of work.

Point Range: ##-##

Maximum Points: 100

G. PRESENTATIONS

After the proposals are evaluated, the highest-ranked offerors may be required to prepare and deliver a presentation and demonstration to the evaluation committee at the City Municipal Building. The number of vendors selected to participate in the presentation stage is at the sole discretion of the evaluation committee.

The evaluation committee will then submit their final rankings for consideration of the City Manager, Mayor, and Council.

H. EVALUATION COMMITTEE

The proposals will be evaluated by a Committee comprised of the following:

1. Chief Procurement & Projects Officer
2. List additional committee members here, including you and other relevant staff (4-5 members typically)

I. BASIS FOR FEES SUBMISSION

In a separate envelope (see below), the firm shall provide “Basis for Fees” documentation including sufficient detail to provide the broad array of services anticipated in this solicitation. The Basis for Fees shall be broken down to separate all requested services. Fee-related information shall not be submitted within the actual proposal submitted.

If the City requests that the selected vendor render services other than those specifically covered in the contract resulting from this RFP, such additional services shall be compensated separately on terms agreed upon between the selected vendor and the City.

J. DEADLINE FOR SUBMISSION AND NUMBER OF COPIES REQUIRED

1. As a PDF file, send the RFP response proposal titled ‘RFP ##-##: TITLE’ to contracts@newark.de.us. Alternatively, in one sealed envelope, provide six (6) copies of the proposal marked ‘RFP ##-##: TITLE’

2. In a separate and sealed envelope, provide three (3) copies of the firm's Fee Schedule marked 'BASIS FOR FEES: RFP ##-##: TITLE'
3. Emailed PDFs and mailed items must be received by the Purchasing Division on or before 2:00 p.m. on Tuesday, PROPOSAL DEADLINE DATE. Again, the email address PDFs of RFP ##-## proposals must be sent to is contracts@newark.de.us and the mailing address sealed basis for fees documents (and, optionally, paper copies of RFP ##-## responses) is:

City of Newark
Purchasing Division
220 South Main Street
Newark, Delaware 19711



**CITY OF NEWARK
DELAWARE**

APPENDIX N: RFP REVIEW COMMITTEE SCORESHEET TEMPLATE

SCORESHEET FOR RFP ##-##: RFP TITLE

Ranking Sheet

Name: _____

Round 1: Initial Proposal Scoring

	Range	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5
SCORING CRITERIUM #1	POINT RANGE					

SCORING CRITERIUM #2

POINT RANGE					
----------------	--	--	--	--	--

SCORING CRITERIUM #3

POINT RANGE					
----------------	--	--	--	--	--

SCORING CRITERIUM #4

POINT RANGE					
----------------	--	--	--	--	--

SCORING CRITERIUM #5

POINT RANGE					
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Total - Round 1

100					
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Round 2: Presentations from Shortlist Vendors

	Range	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5
Presentations (if required)	0 - 25					

	Range	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5
Total - Final Scoring	125					



APPENDIX O: VENDOR CERTIFICATE OF INSURANCE REQUIREMENT TIERS BY SCOPE OF SERVICE

This document serves to provide boilerplate certificate of insurance requirements for vendors based on the scope of service being provided to the City. While the coverage amounts outlined herein are the preferred minimum coverages for each tier of service, the Purchasing Division can work with departments requesting services and vendors on coverage amounts required on a case-by-case basis as needed. A copy of the vendor's certificate of insurance showing the required coverage amounts and the City of Newark as the certificate holder must be received before the vendor begins any work for the City.

Tier 1: Low Risk

Examples: landscaping, laundry, housekeeping, janitorial, plumbing

- a. The Contractor shall at all times 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 Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor 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 Contractor 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 Contractor 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 Contractor, The City of Newark (Owner) and all other parties required of the Contractor 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 Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

- c. Contractors shall provide a valid COI regardless of ability to meet federal, state, and local personally identifiable information (PII) encryption requirements and shall present a valid certificate of cyber liability insurance at the levels indicated below. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. **If there are no PII records housing requirements for this contract/RFP, no cyber liability insurance shall be required;** if the actual number of PII records housed by the awarded vendor exceed the anticipated number, it is the Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that the Contractor fails to obtain sufficient coverage, the Contract shall be liable to cover damages up to the required coverage amount.

Number of PII records housed by Contractor	Level of cyber liability insurance required (occurrence = data breach)
1 - 2,500	\$1,000,000 per occurrence
2,501 – 10,000	\$2,000,000 per occurrence
10,001 – 50,000	\$3,000,000 per occurrence
50,001 – 100,000	\$4,000,000 per occurrence
100,001 – 500,000	\$15,000,000 per occurrence
500,001 – 1,000,000	\$30,000,000 per occurrence
1,000,001 +	\$100,000,000 per occurrence

- d. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s) and retroactive if claim is made afterward. The Prime Contractor'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.

Tier 2: Medium Risk

Examples: contractors working at 2 stories or below, parking lot paving, HVAC, concrete work

- a. The Contractor shall at all times 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 Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$1,000,000 Per Accident
\$1,000,000 Per Illness, Employee
\$1,000,000 Per Illness, Aggregate

The Contractor shall be required to provide Contractors Professional Liability coverage with limits of insurance not less than (requests for waivers of Contractors Professional Liability coverage will be considered by the City on a case-by-case basis):

\$1,000,000 Per Claim
\$1,000,000 Per Aggregate

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

\$3,000,000 Each Occurrence
\$3,000,000 Aggregate

The Contractor 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 Contractor, The City of Newark (Owner) and all other parties required of the Contractor 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 Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

- c. Contractors unable to meet federal, state, and local personal identifiable information (PII) encryption requirements shall present a valid certificate of cyber liability insurance at the levels indicated below. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. **If there are no PII records housing requirements for this contract/RFP, no cyber liability insurance shall be required;** if the actual number of PII records housed by the awarded vendor exceed the anticipated number, it is the Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that the Contractor fails to obtain sufficient coverage, the Contract shall be liable to cover damages up to the required coverage amount.

Number of PII records housed by Contractor	Level of cyber liability insurance required (occurrence = data breach)
1 - 2,500	\$1,000,000 per occurrence
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10,001 – 50,000	\$3,000,000 per occurrence
50,001 – 100,000	\$4,000,000 per occurrence
100,001 – 500,000	\$15,000,000 per occurrence
500,001 – 1,000,000	\$30,000,000 per occurrence
1,000,001 +	\$100,000,000 per occurrence

- d. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s) and retroactive if claim is made afterward. The Prime Contractor'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.

Tier 3: High Risk

Examples: contractors working at heights (2+ stories), excavating, street and road paving/work, structural work, snow removal

- a. The Contractor shall at all times 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 Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$1,000,000 Per Accident
\$1,000,000 Per Illness, Employee
\$1,000,000 Per Illness, Aggregate

The Contractor shall be required to provide Contractors Professional Liability coverage with limits of insurance not less than:

\$2,000,000 Per Claim
\$2,000,000 Per Aggregate

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

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

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

\$2,000,000 Each Occurrence Limit
\$2,000,000 Personal & Advertising Injury Limit
\$3,000,000 Annual Aggregate Limit
\$3,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner) and all other parties required of the Contractor 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 Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two (2) years following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

- c. Contractors unable to meet federal, state, and local personal identifiable information (PII) encryption requirements shall present a valid certificate of cyber liability insurance at the levels indicated below. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. **If there are no PII records housing requirements for this contract/RFP, no cyber liability insurance shall be required;** if the actual number of PII records housed by the awarded vendor exceed the anticipated number, it is the Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that the Contractor fails to obtain sufficient coverage, the Contract shall be liable to cover damages up to the required coverage amount.

Number of PII records housed by Contractor	Level of cyber liability insurance required (occurrence = data breach)
1 - 2,500	\$1,000,000 per occurrence
2,501 – 10,000	\$2,000,000 per occurrence
10,001 – 50,000	\$3,000,000 per occurrence
50,001 – 100,000	\$4,000,000 per occurrence
100,001 – 500,000	\$15,000,000 per occurrence
500,001 – 1,000,000	\$30,000,000 per occurrence
1,000,001 +	\$100,000,000 per occurrence

- d. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s) and retroactive if claim is made afterward. The Prime Contractor'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.