



CITY MANAGER'S OFFICE
CITY OF NEWARK

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VENDOR: _____

RFP NO. 24-03

PROVISION OF AUDIT SERVICES

CITY OF NEWARK
Delaware

RFP – 24-03

PROVISION OF AUDIT SERVICES

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CITY OF NEWARK

Delaware

RFP – 24-03

PROVISION OF AUDIT SERVICES

NOTICE

The City of Newark will accept sealed proposals for RFP 24-03 (Provision of Audit Services) until 2:00 p.m., prevailing time, on October 29, 2024.

A PDF copy of proposal responses to RFP 24-03 can be sent to the City Purchasing Division at contracts@newark.de.us until the timeline noted above. 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 21 of RFP 24-03) 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 Friday, October 18, 2024 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 – 24-03

PROVISION OF AUDIT SERVICES

A. PURPOSE & OVERVIEW

The City of Newark requests proposals from qualified certified public accounting vendors for the provision of auditing services for the fiscal year ending December 31, 2024 and if the vendor engaged for year one performs satisfactorily they will be engaged to perform our audits for the following two years. This term may be extended for an additional two years beyond the three contemplated in this RFP pending continued satisfactory performance and the mutual agreement by and between the auditing vendor and the City of Newark.

The audit(s) shall be performed in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

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 over 30,000 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 typically occur on the second, third, and forth 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.

The City complies with Generally Accepted Accounting Principles (GAAP) including all relevant Governmental Accounting Standards Board (GASB) pronouncements. The following fund types are identified in Newark's financial reporting:

1. Governmental Funds

- A. General Fund
- B. Special Revenue Funds
 - a. Community Development Fund
 - b. Law Enforcement Fund
 - c. Parks and Recreation Special Revenue Fund
- C. Debt Service Fund
- D. Capital Projects Fund

2. Proprietary Funds

- A. Electric Fund
- B. Water Fund
- C. Sewer Fund
- D. Parking Fund
- E. Stormwater Fund

3. Other Funds

- A. Internal Service Funds
 - a. Maintenance
 - b. Self Insurance
- B. Fiduciary Funds
 - a. Pension Trust Fund
 - b. OPEB Fund

C. NATURE OF SERVICES REQUIRED

The audit services provided shall be for the purpose of expressing an opinion on whether the City of Newark's basic financial statements taken as a whole, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

1. Audit services shall include examination of and reporting on the City's internal control structure, including recommendations on findings, if any.
2. Audit services may include the Single Audit of the financial statement and schedule of federal awards in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
3. Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:
 - a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
 - b. A report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with Government Auditing Standards.
 - c. A report to those who have responsibility for oversight of the financial reporting process (City Council) as required by the American Institute of Certified Public Accountants' Statements on Auditing Standards.
 - d. A report on compliance for each major federal program, internal control over compliance and on the schedule of expenditures of federal awards as required by Uniform Guidance.
4. The Schedule of Expenditures of Federal Awards and related auditor's reports as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report and are to be issued separately.

D. AUDIT COMPLETION AND TIMELINE

1. Interim Work:

The auditor shall complete interim work by December 31, 2024 for the City's December 31, 2024 fiscal year. If retained as auditor, the vendor shall complete interim work prior to the end of the City's December 31, 2025 fiscal year and prior to the end of the City's December 31, 2026 fiscal year. If applicable, years four and five (Dec. 31, 2027 and 2028) audit engagements would also be required to have interim work completed prior to the last calendar day of each year (Newark's fiscal year end).

2. Detailed Audit Plan:

The auditor shall provide the City of Newark a detailed audit plan including a list of all schedules to be prepared by the City of Newark ten days after the end of the City's December 31, 2024 fiscal year and if applicable ten days after the City's December 31, 2025 and 2026 fiscal years. Additional years, if applicable will also be required to adhere to this timeframe.

3. Fieldwork:

The auditor shall complete all fieldwork by April 15, 2025 for the City's December 31, 2024 fiscal year. If retained as auditor, the vendor shall complete all fieldwork by mid-April of the year following the fiscal year ends of December 31, 2025 and 2026 fiscal years. Additional years, if applicable, will also be required to adhere to this timeframe as well.

4. Provision of Data:

The Accounting Department of the City of Newark shall prepare draft financial statements, notes, and all required supplementary schedules (and statistical data).

5. Draft Report:

The auditor shall transmit a draft audit report and discuss findings and recommendations with the Deputy Finance Director and the Finance Director by May 30, 2025 for the City's December 31, 2024 fiscal year. If retained as auditor, the vendor shall complete draft reports and discuss findings and recommendations with the City Manager and the Finance Director by the same date for the City's December 31, 2025 and 2026 fiscal years. Additional years, if applicable will also be required to adhere to this timeframe.

6. Audit Report:

The auditor shall transmit completed audit report to the City by June 15, 2025 for the City's December 31, 2024 fiscal year. If retained as auditor, the vendor shall transmit a completed audit report to the City by the same date for City's December 31, 2025 and 2026 fiscal years. Additional years, if applicable will also be required to adhere to this timeframe.

7. Report Preparation:

The auditor will be responsible for binding the completed ACFR and Single Audit Reports and sending 25 copies to the City.

8. Presentation to Council:

The auditor shall be prepared to discuss and present the audit report to City Council no later than its 2nd scheduled meeting in the month of August of each year, including the audit for the City's December 31, 2024 fiscal year.

E. 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.

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

1. The vendor/offeror'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/offeror (limit two pages), including organization structure, location of management, and evidence that the vendor is authorized to do business in the State of Delaware.

3. A list of contacts and telephone numbers for recent municipal governments audited by the vendor in Delaware; the vendor's experience in auditing municipal and utility entities; the names of partners, managers, supervisors, and staff to be assigned to this account and their specific backgrounds in municipal auditing and any other such data that would assist in the review of the vendor's proposal.
4. A copy of the vendor's most recent peer review report, the related letter of comments, and the vendor's response to the letter of comments. Additionally, a statement whether the review included specific governmental engagements.
5. Information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past three (3) years with state regulatory bodies or professional organizations, if applicable, or an affirmative statement that there have been no such actions or pending actions in the past three (3) years.
6. A list of the vendor's present clients that have received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting in 2022 as well as references and contact information from at least 3 comparable governmental audit clients.
7. 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.
8. The capacity and capability of the offeror to perform the work within the time limitations indicated.
9. 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 or comparable entity.
 - b. Name and telephone number of your contact person within said governmental or comparable entity.
10. 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.

11. An affirmative statement that is independent of the City of Newark as defined by general accepted auditing standards/the US General Accounting Office's Government Auditing Standards.
12. Provide a list describing the vendor's professional relationships involving the City of Newark for the past three (3) years with an explanation of why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
13. 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.)
14. Fees or fee structure as may be appropriate for the designated service (SUBMITTED SEPARATELY as outlined on page 21).
15. Availability of financial and operating resources as required to complete the work.
16. The ability of the vendor to meet statutory or ordinance requirements.
17. Other items that may arise as a result of the proposal or interview process.
18. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to provide in response to RFP 24-03.

F. 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 Friday, October 18, 2024. 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 vendors shall bear the entire responsibility for being sure they have received all such addenda. **Submitting vendors 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor at least thirty (30) days before the termination date. In this event, the vendor 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 vendor(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 vendor 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 vendor 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 vendor 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 vendor which conflicts with such statutes and/or policies.

16. NON-COLLUSION

The vendor 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

As stated above, the City of Newark requests proposals from qualified certified public accounting vendors for the provision of auditing services for the fiscal year ending December 31, 2024 and if the vendor engaged for year one performs satisfactorily they will be engaged to perform our audits for the following two years. This term may be extended for an additional two years beyond the three contemplated in this RFP pending continued satisfactory performance and the mutual agreement by and between the auditing vendor and the City of Newark.

18. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The City will work with the selected vendor to establish an agreed-upon time schedule for the completion of each task outlined in this RFP prior to the issuance of individual purchase orders. Liquidated damages of two hundred and fifty dollars (\$250.00) per day may be assessed to the awarded vendor 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 vendor 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 vendor 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 vendor with the submittal of its proposal.

21. INDEMNITY

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

- 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 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.
- 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 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

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

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

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

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

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

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

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

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

- c) Vendors 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 Vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that the Vendor 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 Vendor	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 Vendor 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.

26. 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.

27. 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.

28. PAYMENT

Progress payments will be evaluated and approved for payment based on work completed to date.

Final payment for the financial statement audit will to be made within thirty (30) days of receipt of the audit report and its acceptance by City Council. The final payment for the Single Audit will be made within receipt of the Single Audit report and submission to the Federal Clearinghouse.

The City of Newark will not disperse payment to any vendor via paper check. As such, all vendors 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.

29. VENDOR'S UNDERSTANDING – NOT SURE THIS IS APPLICABLE

It is understood and agreed that the offeror/vendor has, by careful examination, satisfied himself as to the nature of the work 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.

G. 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 vendor 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. The vendor's experience and performance on comparable government engagements in connection with services related to the scope of work.
Point Range: 0-25
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.
Point Range: 0-25
3. The experience (resumes/relevant involvement) of the professionals that will be assigned to the engagement and the quality/level of the vendor's management support that will be made available for technical consultation.
Point Range 0-25
4. The adequacy of the proposed staffing plan for various critical segments of the engagement.
Point Range: 0-15
5. The vendor submits a copy of its latest peer review report, which details the vendor as a provider of quality audit provision
Point Range: 0-5
6. The vendor has no conflict of interest with regard to any other work it performs on behalf of the City of Newark or any other entity.
Point Range: 0-5

Maximum Points: 100

H. 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.

Presentations will be subject to an additional evaluation process wherein the evaluation committee may award up to an additional 25 points as a second phase scoring process. The additional 25 points eligible to offerors/vendors participating in the presentation process may be scored distinctly from the initial scoring process to ultimately determine the selected vendor.

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

I. EVALUATION COMMITTEE

The proposals will be evaluated by a Committee comprised of no less than the following staff members:

1. Chief Procurement & Projects Officer
2. Director of Finance
3. Deputy Director of Finance

J. BASIS FOR FEES SUBMISSION

In a separate envelope (see below) 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.

The fee proposal should include:

1. The estimated number of auditor days
2. The cost per auditor day
3. Out of pocket expenses (travel, etc.)
4. Total firm fee for the audits of fiscal years 2024, 2025, and 2026 segregated between the fee for the financial statement audit and the Single Audit
5. The total firm fee for the entire program (will be considered a “not to exceed” annual fee); additional engagement work will be negotiated separately with the selected vendor(s)

K. DEADLINE FOR SUBMISSION AND NUMBER OF COPIES REQUIRED

1. As a PDF file, send the RFP response proposal titled ‘RFP 24-03: Provision of Audit Services’ to contracts@newark.de.us. 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. The contracts@newark.de.us email address will automatically respond once an email is received; if no response is sent, the file size may be too large.
2. In a separate and sealed envelope, provide three (3) copies of the vendor’s Fee Schedule marked ‘BASIS FOR FEES: ‘RFP 24-03: Provision of Audit Services.’
3. Emailed PDFs and mailed items must be received by the Purchasing Division on or before 2:00 p.m. on Tuesday, October 29, 2024. Again, the email address PDFs of RFP 24-03 response proposals should be sent to is contracts@newark.de.us and the mailing address sealed basis for fees documents is:

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