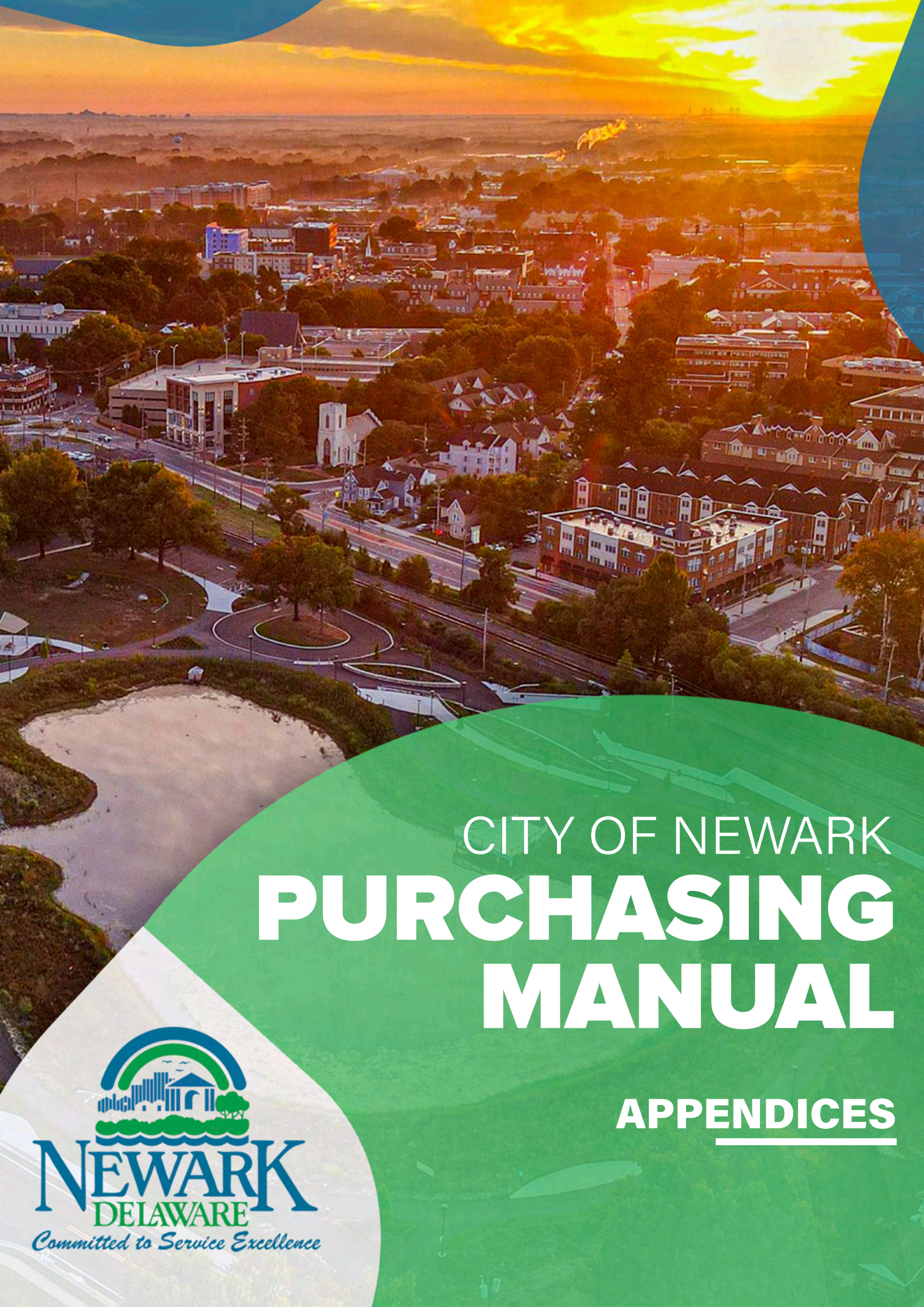


An aerial photograph of Newark, Delaware, taken during the golden hour of sunset. The sky is a vibrant orange and yellow, with the sun low on the horizon. The city below is a mix of residential houses, commercial buildings, and green spaces. A large, winding river or canal is visible in the lower left foreground. The overall scene is peaceful and scenic.

CITY OF NEWARK **PURCHASING MANUAL**

APPENDICES



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APPENDIX A: 2025 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 (PER DAILY TRANSACTION W/OUT PO)	\$300
12689	ACTION UNLIMITED RESOUCRES	JANITORIAL SUPPLIES ONLY
11624	ACTION UNIFORM COMPANY LLC	\$1,000
10171	ADVANTECH INC.	EMERGENCIES & CALL-OUTS
10682	ALLAN MYERS MATERIAL	
73718	ALLIED LOCK AND SAFE COMPANY	\$500
8053	ALLIED PROPANE	
74274	ALLIED WASTE	
12589	AMAZON CAPITAL SERVICES, INC.	\$300
10107	ANACONDA PROTECTIVE CONCEPTS	\$1,000
9579	AQUAFLOW	\$300
10944	ATLANTIC TACTICAL, INC.	\$1,000
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.	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	
12920	ELITE EMERGENCY LIGHTS, LLC (DBA ELITE VEHICLE SOLUTIONS)	\$1,000
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	

<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>LIMIT</u>
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	HOOPE	
12320	KENDALL ELECTRIC, INC.	
11598	LAB AT SEASCAPE	
74031	LAWMEN SUPPLY CO OF NJ	\$1,000
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	
10732	SITE ONE	\$300

<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>LIMIT</u>
10954	SOBIESKI LIFE SAFETY, LLC	\$1,000
10852	STEVEN A. SCHMITT (DBA SAS CONTRACTING)	\$600
73624	SUBURBAN LAWN & EQUIPMENT	\$600
8994	SUNOCO	FUEL PURCHASES ONLY
54100	TECOT	
11135	TREK BICYCLE NEWARK	\$200
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
12945	WHITE CAP	\$500
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

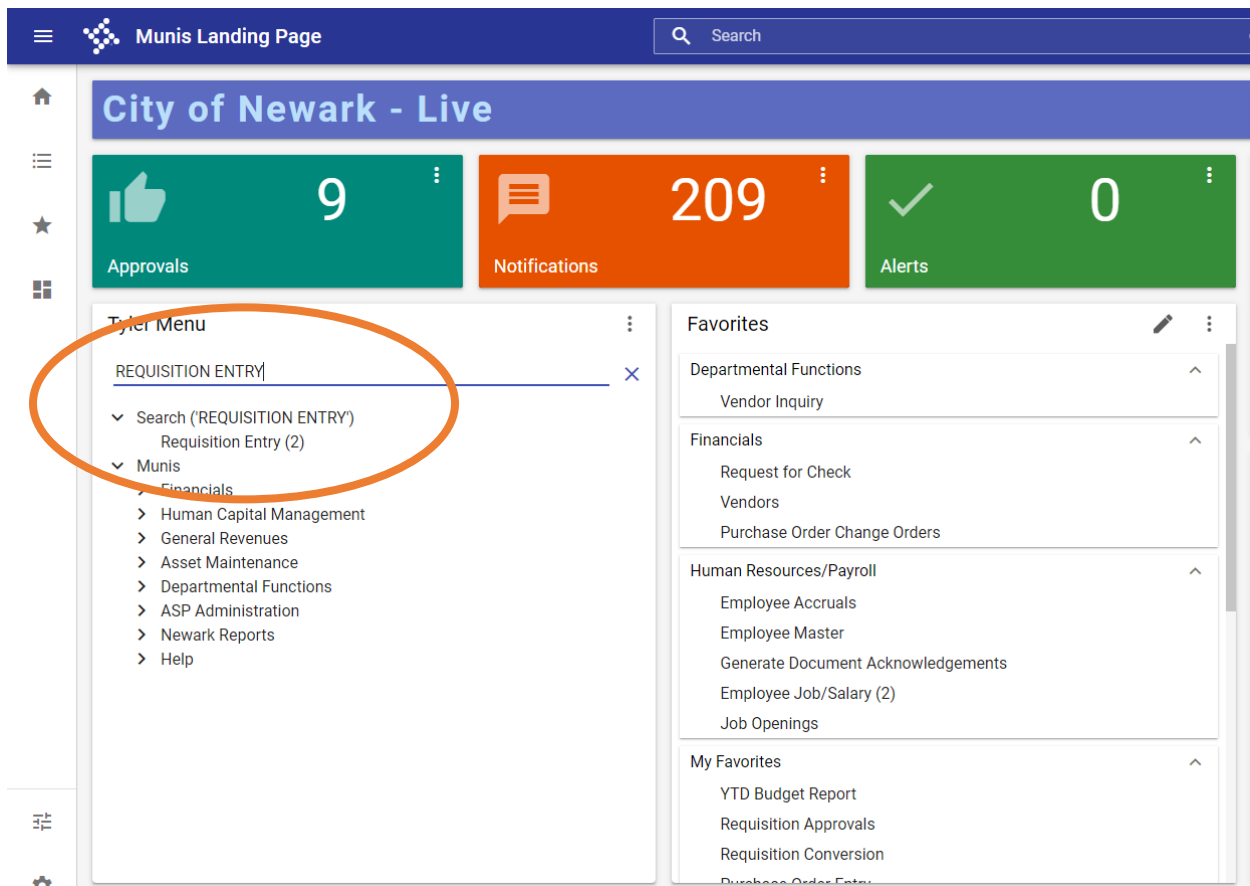
☐ Other (Requires note on why another approach is requested)

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' with a search bar containing 'REQUISITION ENTRY'. The search results show 'REQUISITION ENTRY' as the top result, followed by 'Search ('REQUISITION ENTRY') Requisition Entry (2)'. The 'REQUISITION ENTRY' item is circled in orange. To the right of the menu, there is a 'Favorites' section with categories like 'Departmental Functions', 'Financials', 'Human Resources/Payroll', and 'My Favorites'. The 'REQUISITION ENTRY' item is also listed in the 'My Favorites' section.

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

Requisition Entry [CITY OF NEWARK | LIVE]

Back Accept Cancel

MAIN TERMS/MISCELLANEOUS

Main Information

Dept/Loc * 1120 ADMINISTRATIVE DEPT

Fiscal year * 2020 ☒ Current ☐ Next

Requisition number *

General commodity

General description

General Notes

Vendor Information

Vendor

Name

PO mailing

Delivery method ☐ Print ☐ Fax ☐ E-Mail ☐ E-Procurement

Remit

Vendor/Sourcing Notes

Vendor Quotes (0)

Line Items

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 - Live'. It features a green 'Approvals' button with a thumbs-up icon and the number '14', and an orange 'Notifications' button with a speech bubble icon. Below these is a 'Tyler Menu' with a search bar containing 'vendor inquiry'. A dropdown menu shows 'Search (vendor inquiry)' with 'Vendor Inquiry (3)' and 'Munis'. Below the menu is the 'Vendor Inquiry [CITY OF NEWARK]' app interface. It has a blue header with the city logo and title. Below the header is a navigation bar with 'Back', 'Search' (circled in orange), 'Browse', 'Output', and 'Print'. Below the navigation bar is the 'General Vendor Information' section with fields for 'Vendor' (with a '+1' button), 'Alpha', and 'Status' (a dropdown menu).

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 | LIVE]' app interface. It has a blue header with the city logo and title. Below the header is a navigation bar with 'Back', 'Accept' (circled in orange), 'Cancel', and 'Query'. Below the navigation bar is the 'General Vendor Information' section with fields for 'Vendor' (with a '+1' button), 'Alpha', 'Status' (a dropdown menu), 'Entity', 'Type', and 'Reason' (a dropdown menu). Below the 'General Vendor Information' section is a tabbed interface with tabs for 'MAIN', 'GENERAL', 'MISCELLANEOUS', 'CONTACTS', 'CERTIFICATIONS', 'INSURANCES', and 'WITHHOLDING'. The 'MAIN' tab is selected. Below the tabs is the 'Contact Information' section with a 'Company Name' field containing '*ADVANTAGE INDUSTRIAL*' (circled in orange). To the right of the 'Company Name' field is a link that says 'Addresses (0)'. Below the 'Company Name' field are fields for 'DBA', 'Address', 'Zip code', and 'City'.

Step 5: Back in Requisition Entry, tab over to Terms/Miscellaneous to ensure the Buyer is set correctly to the person making the purchase and “Notify originator when converted to PO” is selected:

Requisition Entry [CITY OF NEWARK]

Close Accept Cancel

Requisition Entry [CITY OF NEWARK] > /

Main **Terms/Miscellaneous**

Terms

Discount % .000

Freight % .000

Freight meth/terms

Bill to

Bill to email

Special handling N - NONE

Miscellaneous

Allocation

Buyer

Review

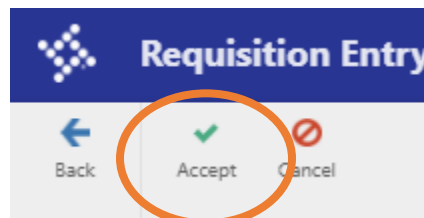
Type N - NORMAL

Purchase order

☒ Notify originator when converted to PO/Contract.

☐ Notify originator of overages.

Step 6: Click Accept to Move on to Line Items After General Description and Vendor Number are Entered



Step 7: Click Add Again on the Line Item Page

Line Items

Back Search Browse **Add** Update Delete Copy Mass Allocate Ship To Shop Online

Requisition

Fiscal year Number Line

Detail

Quantity *

Commodity

Inventory item

Location

Type

☐ Pick ticket

☐ Purchase

Description *

Add! Desc/Notes

Step 8: Enter Quantity, Description (IN ALL CAPS), 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

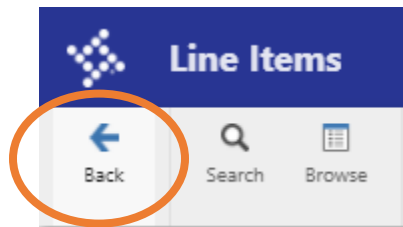
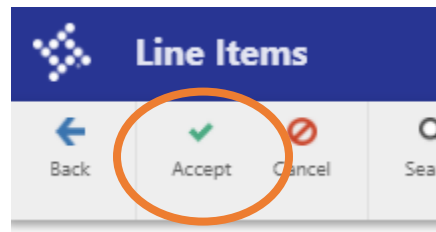
Step 9: Enter Expense Account Org and Obj Numbers at Bottom of the Page (click tab after entering numbers to bring up the description)

Seq	Org	Obj	Project	Description	Amount	GL Bud
01	0111125	9030		RECRUITMENT & RETENTION EXP	1.00	

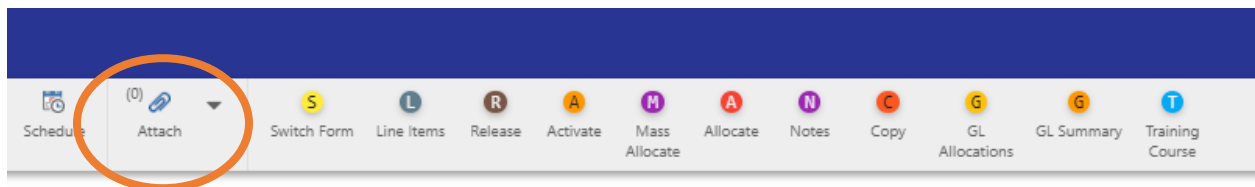
Tip #1: The “project” area should only be filled when there is a CIP project or work code associated with work (e.g., a COVID-related expense should have 5971 in the project line)

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

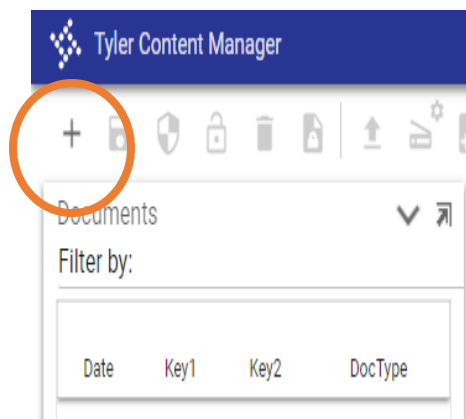
Step 10: Once all Line Items are Entered, Click Accept, then Back (if done) or Add again (if there is more than one product/service for this purchase)



Step 11: After Returning to the First Screen, Attach any Relevant Quotes or other Documents in TCM via Attach



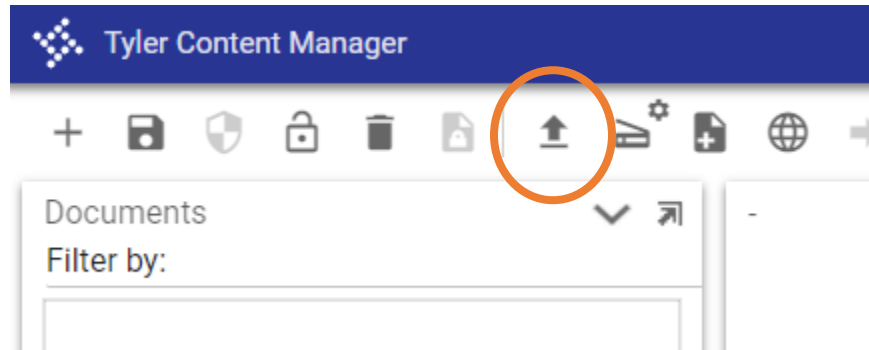
Step 11.A: Click Add



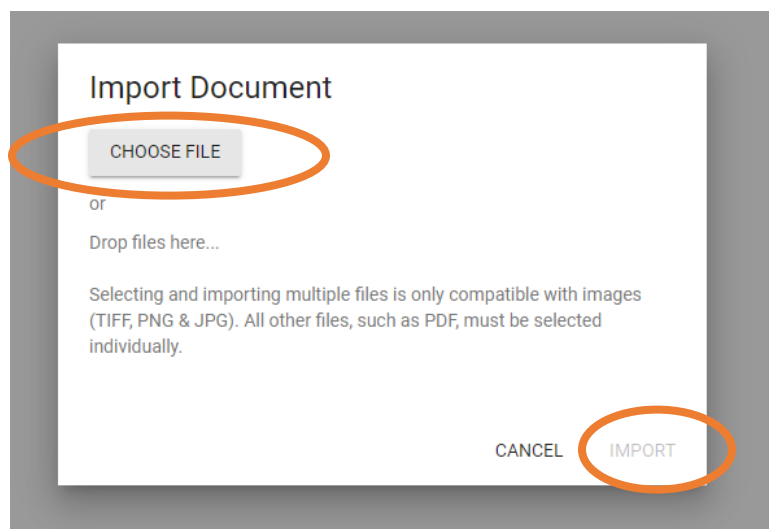
Step 11.B: Click Requisition Attachment



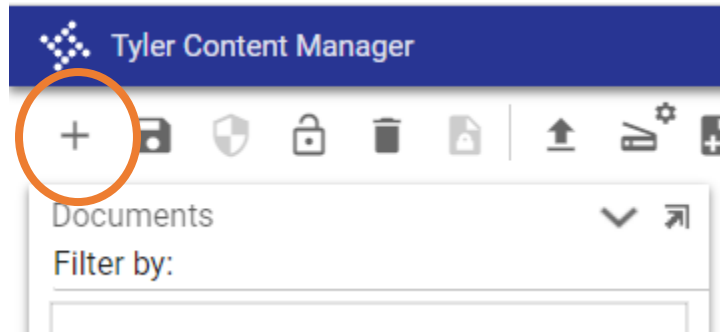
Step 11.C: Click Upload



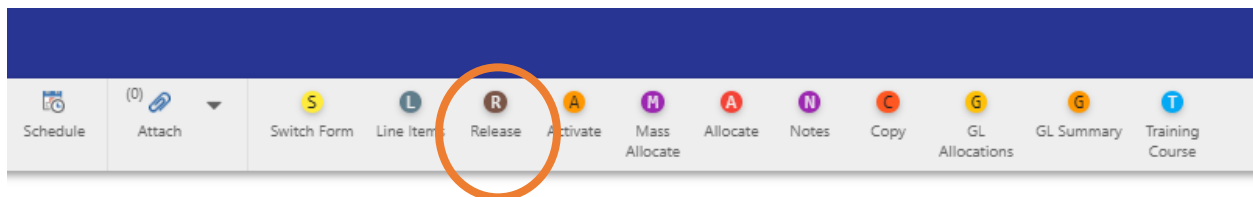
Step 11.D: Add File & Import



Step 11.E: Click Save & Exit Back to Purchase Requisition



Step 12: Click Release



That's It!

(See next page for Rejected Purchase Requisition Reactivation Steps)

Step 13: Reactivating Rejected Purchase Requisitions

If your purchase requisition is rejected during review by any of the approvers, the SAME purchase requisition will need to be reactivated, modified, and re-released. An email from MUNIS will go to the buyer on the purchase requisition to notify them it was rejected with commenters from the rejector related to why it was rejected.

Step 13.A: Hit "Activate" on the Rejected Purchase Requisition.

The screenshot shows the 'Requisition Entry [CITY OF NEWARK | TEST | 11/08]' interface. The top navigation bar includes various icons for actions like Close, Search, Browse, Add, Update, Delete, Output, Print, Display, PDF, Save, ReadyForms, ReadyForms Delivery Definitions, Email, Schedule, Attach, Switch Form, Line Items, Release, Activate, and Mass Allocate. The 'Activate' button, represented by a red circle with a white 'A', is circled in orange. Below the navigation bar, the 'Main Information' section displays fields for Dept/Loc (6010), Fiscal year (2024), Requisition number (242396), General commodity, and General description (TEST). The Status is '1 Rejected'. The 'General Notes' button is also visible.

Step 13.B: Make the correction noted on the rejection notification (typically a rejection indicates a missing attachment or general notes).

This screenshot shows the same 'Requisition Entry' interface as Step 13.A. In this step, the 'Attach' button in the top navigation bar is circled in orange. In the 'Main Information' section, the 'General Notes' button is also circled in orange. The rest of the interface, including the 'Status: 1 Rejected' and the 'General description: TEST' field, remains the same.

Step 13.C: Follow the same steps as above to re-release the purchase requisition back into approval workflow.



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.

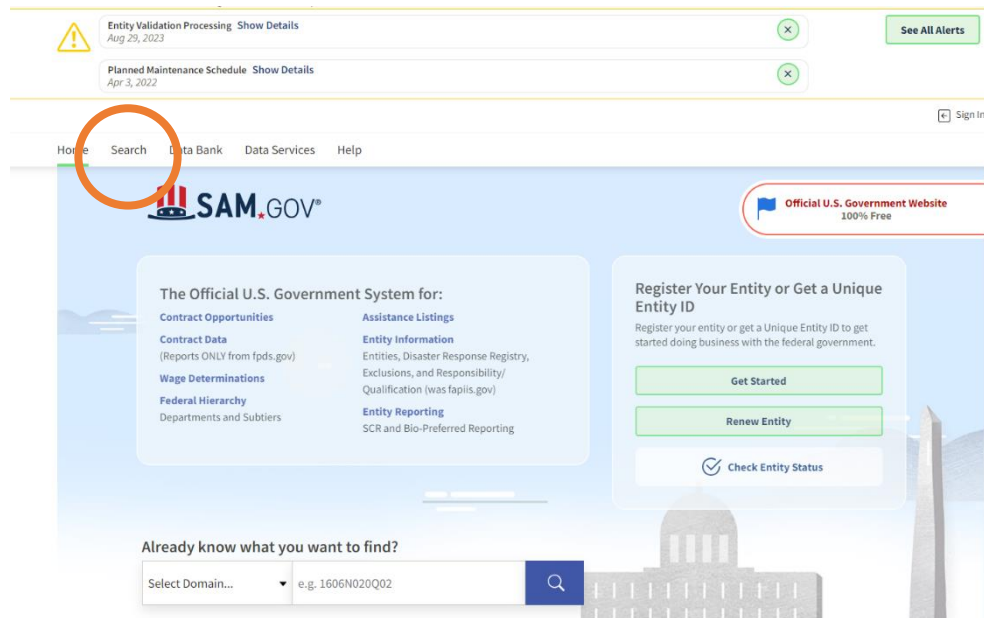
Given that a company can have exclusions noted at any time throughout the year, this check should be completed every time a purchase requisition is entered, or at least quarterly if multiple purchases are made to the same blanket vendor repeatedly throughout the year. Please also note that, for the purposes 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 bar contains the text 'e.g. 1606N020Q02'. Below the search bar, there is a 'Select Domain' dropdown menu with a '+' icon circled in orange. To the right of the dropdown menu is a 'Select Criteria' button with a left arrow icon. Below the dropdown menu, there is a 'Filter By' section with a 'Keyword Search' subsection. The 'Keyword Search' section includes a 'Simple Search' button and a 'Search Editor' button. Below these buttons are three radio button options: 'Any Words', 'All Words' (which is selected), and 'Exact Phrase'. Below the radio buttons is a text input field containing 'e.g. 1606N020Q02'. Below the text input field is a 'Federal Organizations' section with a dropdown menu and a search icon.

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 bar contains the text 'e.g. 1606N020Q02'. Below the search bar, there is a 'Select Domain' dropdown menu with a '-' icon. The dropdown menu is open, showing a list of options: 'All Domains', 'Contract Opportunities', 'Assistance Listings', 'Entity Information' (which is circled in orange), 'Federal Hierarchy', and 'Wage Determinations'. To the right of the dropdown menu is a 'Select Criteria' button with a left arrow icon. Below the dropdown menu, there is a 'Filter By' section with a '-' icon. Below the 'Filter By' section, there is a 'Keyword Search' subsection. The 'Keyword Search' section includes a 'Simple Search' button and a 'Search Editor' button. Below these buttons are three radio button options: 'Any Words' and 'All Words' (which is selected). Below the radio buttons is a text input field containing 'e.g. 1606N020Q02'.

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' (which is underlined), 'Data Bank', 'Data Services', and 'Help'. A search bar is located below the navigation bar, containing the text 'All Words' and 'e.g. 1606N020Q02'. The main content area is divided into two sections. On the left is a sidebar titled 'Select Domain' with a plus icon. Under 'Entity Information', there are five options: 'All Entity Information', 'Entities', 'Disaster Response Registry', 'Responsibility / Qualification', and 'Exclusions'. The 'Exclusions' option is circled in orange. Below this is a 'Filter By' section with a minus icon. At the bottom of the sidebar is a 'Keyword Search' section with a link to a help guide and two buttons: 'Simple Search' and 'Search Editor'. On the right side of the main content area, there is a message that says 'No matches found' with a magnifying glass icon. Below this message is a '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 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 is positioned in the center of the interface, 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. 123456789 Smith Corp
isis

Showing 1 - 25 of 25 results

Sort by
Relevance

ISIS-WEST AFRICA Active			Exclusion
Unique Entity ID L7TMVNL8K2J1	CAGE Code (blank)	Physical Address NGA	Classification Special Entity Designation Activation Date Feb 27, 2018 Termination Date Indefinite
ISIS-GS Active			Exclusion
Unique Entity ID DMH4GMZDJU35	CAGE Code (blank)	Physical Address XUN	Classification Special Entity Designation Activation Date May 16, 2018 Termination Date Indefinite
ISIS-EGYPT Active			Exclusion
Unique Entity ID MTQDAJ8PNDN6	CAGE Code (blank)	Physical Address EGY	Classification Special Entity Designation Activation Date Feb 27, 2018 Termination Date Indefinite
ISIS-SOMALIA Active			Exclusion
Unique Entity ID WH6T...	CAGE Code (blank)	Physical Address PUNTLAND REGION SOM	Classification Special Entity Designation Activation Date Feb 27, 2018 Termination Date Indefinite
ISIS-PHILIPPINES Active			Exclusion
Unique Entity ID QWFTLCKC1ZD9	CAGE Code (blank)	Physical Address BASILAN, PHL	Classification 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 a list of exclusion categories like 'Classification', 'Excluded Individual', etc. The search results area displays a message: 'No matches found. We couldn't find a match for your search criteria. Please try another search or go back to previous results.' with a 'Go Back' button. A print overlay is visible on the right side of the screen, showing 'Print' settings for '4 sheets of paper'. The 'Destination' is set to 'Microsoft Print to PDF', and the 'Print' button is highlighted with an orange circle. At the bottom of the print overlay, there is a 'Print' button and an 'Cancel' button, with the 'Print' button also highlighted with an orange circle.

Print 4 sheets of paper

Destination Microsoft Print to PDF

Pages All

Layout Landscape

Color Color

More settings

Print Cancel

No matches found

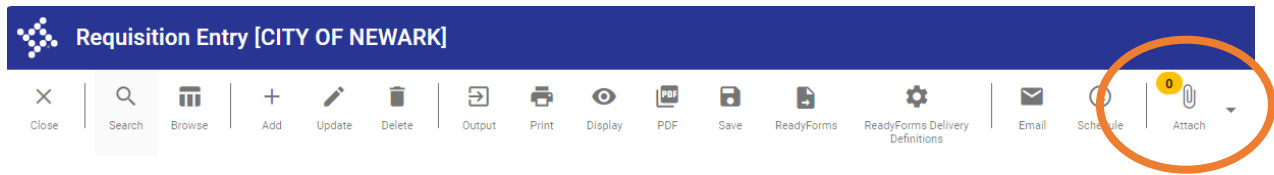
We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Feedback

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 for remit advice delivery method:

Email address for purchase order notices:

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 ____ Savings

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:

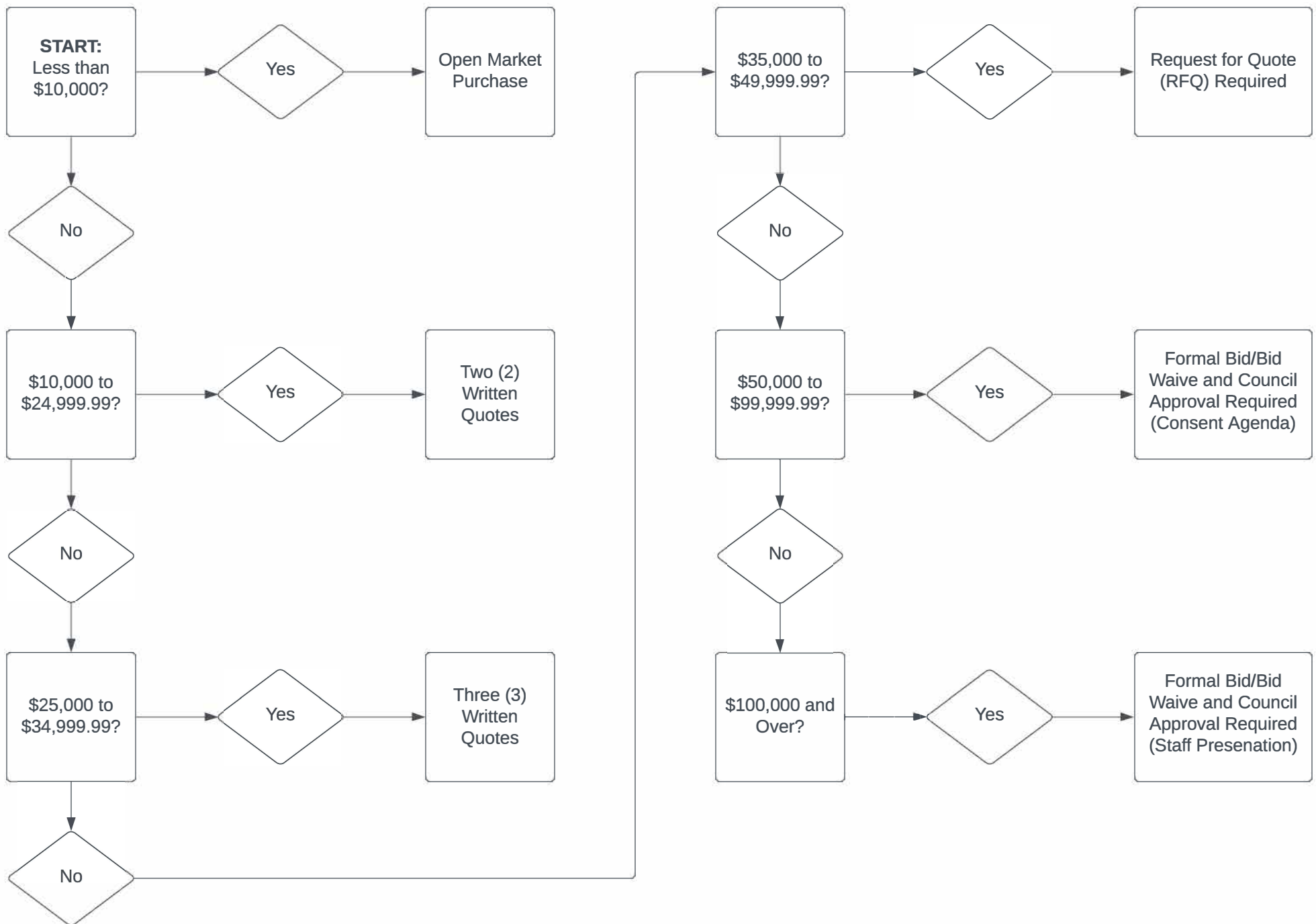
Chief Procurement & Projects Officer

Date

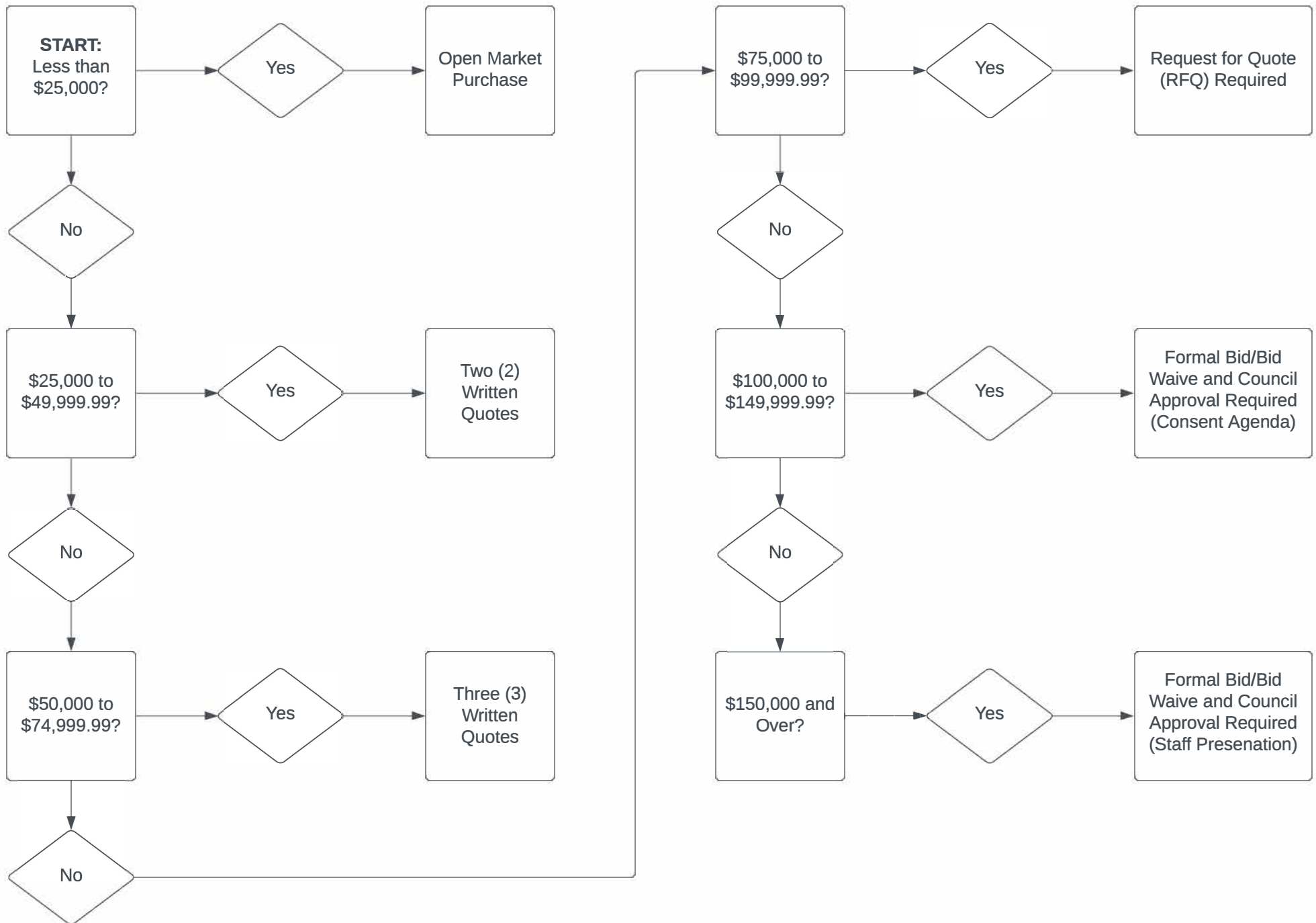
Director, Finance Department

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. COUNTERPARTS AND ELECTRONIC SIGNATURE

The Agreement with the awarded vendor may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. Through submission of a proposal in response to this ITB, vendors understand and agree that they have the right to execute an Agreement through paper or through electronic signature technology, which is in compliance with state and federal law governing electronic signatures. Vendors submitting a proposal in response to this ITB additionally agree that, to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature and shall be considered an original signature on an original document, including when transmitted as a PDF file. No vendors submitting a proposal in response to this ITB shall claim that a party's electronic signature is not legally binding, or object to the admissibility of an Agreement with the City in any legal proceeding.

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 the State of _____ as principal, and _____
of _____ in the County of _____
and the State of _____ as surety, legally authorized to do business in the State
of Delaware, are held and firmly bound unto the City of Newark for the use of the Mayor and City
Council of Newark or the Councilpersons thereof, or the City Manager, thereof, in the sum of
_____ to be paid to the 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
PARATHESIS).**

NOW THE CONDITIONS OF THIS OBLIGATIONS 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 faithfully well and truly enter into and execute said contract and furnish therewith such
surety or performance bond or bonds as may be required by the terms of said Invitation to Bid 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					



**CITY OF NEWARK
DELAWARE**

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
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 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.