



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
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VENDOR: _____

CITY OF NEWARK
DELAWARE

REQUEST FOR PROPOSAL (RFP) NO. 23-04

LOBBYING AND INTERGOVERNMENTAL CONSULTANT SERVICES

CITY OF NEWARK
DELAWARE

REQUEST FOR PROPOSAL NO. 23-04

LOBBYING AND INTERGOVERNMENTAL CONSULTANT SERVICES

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CITY OF NEWARK
DELAWARE

REQUEST FOR PROPOSAL NO. 23-04

LOBBYING AND INTERGOVERNMENTAL CONSULTANT SERVICES

NOTICE OF LETTING

The City of Newark will accept sealed proposals for RFP 23-04 (Lobbying and Intergovernmental Consultant Services) until 2:00 p.m., prevailing time, on Tuesday, October 10, 2023.

A PDF copy of proposal responses to RFP 23-04 will be received by the City Purchasing Division at contracts@newark.de.us until the timeline noted above. Only emails up to 25 MB in size can be accepted. Alternatively, six (6) sealed proposal copies can be mailed to the Purchasing Division (220 South Main Street; Newark, DE 19711) by the deadline.

All questions/requests for information regarding this RFP must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, September 29, 2023 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

REQUEST FOR PROPOSAL (RFP) NO. 23-04

LOBBYING AND INTERGOVERNMENTAL CONSULTANT SERVICES

A. PURPOSE AND INTENT

As the third most populous municipality in the State of Delaware, the City of Newark has significant interest in maintaining a presence in the Delaware General Assembly (Legislative Hall) and other governmental settings at the County, State, and Federal level. Consequently, the City of Newark is seeking proposals from experienced individual(s) to provide lobbying services including, but not limited to, representation, information, professional advice, and support services.

This RFP shall serve to find a lobbying and intergovernmental consultant to provide these services for the City of Newark from January 1, 2024 to at least December 31, 2026. By mutual consent of the awarded vendor and the City, the service term may be renewed or extended for up to two (2) years through one-year extensions, not to exceed a total agreement term of five (5) 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.

B. CITY BACKGROUND

The City of Newark was chartered in 1758 and is approximately nine square miles. The City's population is approximately 32,000 residents. The City has a thriving downtown and Main Street, maintains an active economic climate, consistently exemplifies strong development activity, and has 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.

The City operates electric, sewer, stormwater, and water utilities for its service territories and staffs an Alderman's Court in the Newark Municipal Center (220 South Main Street; Newark, DE 19711). Newark operates using the Council-Manager form of government with a non-partisan elected Mayor and six Councilmembers. City Council meetings occur every second, third, and fourth Monday of the month at 7:00 p.m., with breaks for elections and holidays. For additional information about the City of Newark, the Mayor and Council, and other City departments and activities, please visit the City's website at www.newarkde.gov.

C. SCOPE OF SERVICES

The scope of services required by the City in connection with this RFP covers the entire spectrum of services that are customarily provided to governmental entities by lobbying and intergovernmental consultant firms. Specifically, the successful proposer will; in accordance with the highest legal, ethical, and professional standards; provide lobbying services to the City of Newark concerning matters before the Delaware General Assembly, as well as County and Federal legislative bodies, that potentially or assuredly impact the City of Newark. Lobbying efforts will come at the direction of City Council directly or via the city manager. Below outlines the list of services and expectations for the chosen firm.

1. LIST OF SERVICES

The list of services provided should include, but need not necessarily be limited to, the following:

- a. Personal and written contact with all State, County, and/or Federal legislators, as well as officials of the University of Delaware, pertaining to legislation and other initiatives agreed upon between the chosen lobbyist and the City of Newark.
- b. Attendance at public and University of Delaware hearings concerning issues pertinent to Newark initiatives.
- c. Attendance as requested by City Council or the city manager at select Newark Council meetings, boards, and other committees that do not conflict with the General Assembly's session days (Tuesday, Wednesday, and Thursday from January to June excluding legislative and committee recesses).
- d. Verbal and other communication with Newark Council members as requested by City Council or the city manager.
- e. Assistance in formulating strategies as conveyed from City Council or the city manager concerning legislative initiatives impacting the City of Newark.
- f. Attendance as well as oral and written representation before State, County, and/or Federal legislative committee meetings, as well as University of Delaware meetings, pertaining to City operations and other City initiatives, including the State Joint Finance Committee and the Joint Committee on Capital Improvement (Bond Committee).
- g. Attendance as well as oral and written representation before meetings and

committees of the State, County, and/or Federal Executive Branch when approved by City Council or the city manager.

- h. Nonpartisan attendance at legislative political functions and fundraisers (subject to the successful proposer's budget constraints).
- i. With prior approval of City Council or the city manager, serving on appropriate state and county boards and commissions as well as attendance at other Newark committee meetings that align with Newark's legislative agenda.
- j. Building and maintaining the City's lobbying network by cultivating and noting relationships with lobbyists and representatives of the University of Delaware, New Castle County government, Federal Government, state legislature, and other organizations.

Please note that this list is intended as a general guide and is not to be a complete list of all work necessary to provide the requested services to a satisfactory degree. A successful proposer shall have a demonstratable knowledge and expertise to serve the unique needs of the city of Newark.

2. REPORTS AND PRESENTATIONS

The successful proposer agrees to provide the following to and for the City of Newark:

- a. Regular, written, and/or verbal reports in a timely manner on all pertinent legislative matters. This will be provided, at a minimum, at one regularly scheduled City Council meeting per month when the legislature is not in session or at any other time requested by City Council. During the legislative session (January 1 through June 30), reports shall be provided, at a minimum, at two regularly scheduled City Council meetings per month; however, it may become necessary to provide additional reports to Council as requested. The awarded vendor shall be reasonably available for and should expect to attend City Council meetings every applicable week in the month of June.
- b. Written and verbal planning and research projects for the City when requested by Council or the city manager in compliance with the State Freedom of Information Act.

3. ETHICS STATEMENT

- a. The successful proposer will not engage in any activities or conduct on behalf of the City of Newark that constitutes a conflict of interest regarding the government

services offered by any competing government jurisdiction, agency, or firm. Also, the successful proposer will not engage in any activities or conduct on behalf of the City of Newark that otherwise is not in the best interest of the City of Newark, the quality of life of its citizens, or its approved comprehensive plan. The conduct of the chosen lobbyist on behalf of Newark will avoid any appearance of impropriety.

- b. The governing ethics, rules, regulations, and procedures of the Delaware Public Integrity Commission will be adhered to and govern all actions by the chosen lobbyist on behalf of Newark.

4. ADDITIONAL REQUIREMENTS AND INFORMATION

- a. The contract for the Services shall commence on January 1, 2024 and end on December 31, 2026, unless the services term is extended by mutual agreement through one (1) or two (2) of the one-year extension options until December 31, 2027 or December 31, 2028. Payment to the successful proposer shall be made on a monthly or quarterly basis.
- b. The successful proposer shall be required to:
 - 1. Furnish all materials, equipment, supplies, supervision, transportation, technology, and other resources as necessary.
 - 2. Provide and perform all necessary labor.
 - 3. Execute and complete all specified work with due diligence, in accordance with best professional practice and the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement.
 - 4. Obtain any and all required licenses, permits, certificates of registration, or other approvals necessary or required by law or necessary to provide services to the City of Newark.
 - 5. Comply with all applicable laws, rules, regulations, ordinances, and policies of the State of Delaware and any rules of the Delaware General Assembly.
 - 6. Maintain a City of Newark email address for which all correspondence shall be performed. If the successful proposer prefers to maintain their own email address for conducting business, the successful proposer's City of Newark email address shall be CCed on all correspondence related to the City of Newark.

D. PROPOSAL FORMAT AND REQUIRED CONTENT

The submission requirements for this RFP are outlined below. Any proposal that does not comply with these instructions may be deemed non-responsive and may be rejected by the City.

Proposals shall include the following components:

1. PROPOSER QUALIFICATIONS AND EXPERTISE

The successful proposer will outline recent experience in providing legislative and intergovernmental services, or other related experience, before the legislative and executive branches of the State of Delaware, New Castle County, and Federal Government. Other relevant employment history shall be outlined here as well.

The successful proposer will provide the following information:

- a. Name, business address, telephone number(s), and email address(es) of the entity and/or individual that will be the party to the proposed contract.
- b. Number of years serving as a lobbyist (please include any and all former firm names and years employed, if applicable).
- c. List of municipalities, other government entities, or utilities currently or previously served, as well as samples of initiatives.
- d. Type of ownership (sole proprietorship, partnership, corporation, joint venture, or limited liability company—list state in which incorporated) and parent company, if applicable.
- e. Disclose whether the proposing entity, or any shareholder, member, partner, officer, or employee thereof is presently a party to any pending litigation or has received any threatened litigation or claim, excluding minor traffic matters.
- f. Submitted proposals shall be signed by an individual with authority to bind the proposer. If it is made by a partnership, it shall be signed with the partnership name and by a general partner with the full name and address of the general partner provided. If it is made by a joint venture or limited liability company, it shall be signed with the full name and address of each member thereof.
- g. Explanation of any exceptions to this RFP being requested. For each exception requested, cite the activity involved, the exception taken, and alternate language. If no exceptions are requested, please state so.

- h. Provide copies of both previous and current client lists and a report of current or former clients whose interests may either coincide or conflict with the interests of the City. All proposers are advised that any and all legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect). The City expects that the successful proposer shall refrain from undertaking any representation of other parties whose legislative interests are averse to those of the City. To ensure conflicts do not arise, the awarded vendor shall be required to submit an updated client list to the City twice annually at the beginning and end of the State legislative session (January 1 and July 1 of each year of the agreement). The City reserves the right to determine, in its sole discretion, the existence of a conflict of interest or a potential conflict of interest.
- i. Provide a list of campaign contributions from you or your immediate family members to ensure a conflict of interest does not exist. List should come directly from a state/federal database.
- j. Provide a list of businesses or companies in which you or your immediate family members own more than a 15% interest.
- k. Description how being the lobbyist for the City of Newark will be of benefit to its residents, government, and overall well-being.
- l. References, including all contact information, for services provided like those requested in this RFP. The City reserves the right to contact references, including those not provided by the proposer.
- m. State, in detail, specific experience and role in the subject areas listed below and provide examples of similar work performed for other clients. Additionally, please describe the scope and extent of any specialized area or issue of expertise. Experience and/or expertise at the County, State, and Federal level should be noted whenever applicable throughout the list below to show the breadth of knowledge the successful proposer can offer the City.
 - 1. Home Rule authority
 - 2. Charter changes
 - 3. State, County, and Federal budget processes including experience with the State Joint Finance and Capital Improvement Committees
 - 4. Payment in Lieu of Taxes (PILOT)
 - 5. Public Safety
 - 6. Networking
 - 7. Land Use/Zoning
 - 8. Water Resources

9. Transportation initiatives
10. Work Force/Economic Development
11. Environmental initiatives
12. Public Hearing participation
13. Legislative relationships/familiarity
14. Election Law
15. Education/School District
16. Outreach and Research
17. Introduction of Legislation
18. Utilities

2. ENGAGEMENT APPROACH/PROPOSER RESOURCES

The submitted proposal shall contain a description of how the proposer intends to provide the outlined services, including, but not limited to, a method or specific approach to client relations, problem-solving, coordinating and disseminating information, finding and building coalitions on specific legislative issues, coordinating input from the City where necessary, and advocacy. The proposal shall also describe the way the proposer will create and strengthen relationships between City personnel, legislators, and legislative staff.

The proposer shall describe the resources applied to this project, including, but not limited to:

- a. A description of strategic relationships with other organizations (e.g., Delaware Municipal League of Local Governments (DLLG), State Legislators, County Legislators, Federal Legislators, National Conference of State Legislators (NCSL), Council of State Governments (CSG), etc.).
- b. A description of professional relationships with applicable State, County, Utilities, and/or Federal elected officials demonstrating bipartisanship.
- c. Other unique, relevant resources.

3. PROPOSED RATE OF COMPENSATION

The proposer shall provide a proposed budget, **marked as "Appendix A"**, detailing a comprehensive fee proposal that designates the total flat rate of compensation for a twelve-month term that includes compensation for any and all reasonable out-of-pocket costs and expenses, including, but not limited to, copying, messenger services, telephone and cell phone charges, postage, food, mileage expenses, and other transportation costs. The proposer shall include annual fee proposals for each year of

the initial three-year term, plus for the two (2) one-year extensions if executed. It is expressly understood and agreed that the obligation of the City to make payments to the successful proposer shall only extend to monies appropriated annually by the City of Newark Mayor and Council and encumbered for the purposes of the Agreement. The City retains the right to terminate the agreement upon thirty (30) days written notice at any point throughout the agreement term.

E. PROPOSAL EVALUATION CRITERIA

All proposals received by **the deadline of 2:00 p.m. local time on Tuesday, October 10, 2023** will be reviewed for responsiveness to the requirements of this RFP. Proposals deemed to be non-responsive may be rejected.

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 offeror/bidder 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 and City Council.

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

- a. Qualifications, reputation, and experience of the firm in connection with services related to the scope of services. **Point Range: 0-40**
- b. Lobbying/intergovernmental consultation engagement approach plan and proposer's access to necessary resources. **Point Range: 0-30**
- c. Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for proposals. **Point Range: 0-20**
- d. Proposed rate of compensation, as outlined by the proposer through Appendix A. **Point Range: 0-10**

Please note that the City shall not be required to accept the lowest proposal in terms of cost, but instead shall have the right to select the most qualified proposer based on other evaluation criteria established. A holistic approach will be taken to determine the most efficient and effective vendor.

F. PRESENTATIONS

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

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

The Evaluation Committee will then submit their final rankings for consideration of the City Council.

Following the Evaluation Committee's independent RFP review and vendor ranking, a discussion of the Evaluation Committee's vendor rankings and recommended contract award shall be held at a public City Council meeting. **The selected vendor will additionally be expected to attend this Council meeting for discussion with City Council.**

G. EVALUATION COMMITTEE

The proposals will be evaluated by a committee (Evaluation Committee) comprised of the following employees or their designee:

1. City Manager
2. City Secretary
3. Finance Director
4. Chief of Community Engagement
5. Chief Procurement and Projects Officer

H. SUBMISSION REQUIREMENTS & OTHER GENERAL PROVISIONS

1. QUESTIONS

All questions/requests for information regarding this contract (bid process, drawings and technical specifications, etc.) must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, September 29, 2023 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 inquiries received.

2. AWARD

The City Manager's designee will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. 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. All proposals shall remain firm for ninety (90) calendar days after the opening of proposals.

3. REJECTION OF PROPOSALS

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. REVISIONS TO RFP/ADDENDUM(A)

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all firms which received the initial RFP in the form of an addendum. All addenda shall also be posted on the City's website at www.newarkde.gov/bids. Firms are responsible to confirm receipt of all addenda prior to or with proposal submittal.

6. 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.

7. 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.

8. 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.

9. PROPOSAL CHANGES OR WITHDRAWALS

Any proposal may be withdrawn, modified, and/or resubmitted prior to the bid opening date 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.

10. TERMINATION OF CONTRACT

The City shall have the right to terminate the contract with the selected vendor at any time 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.

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. ADVERTISEMENTS

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

14. EEO AND BUSINESS LICENSES

The bidder 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.

15. NON-COLLUSION

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 the contract.

16. TERM OF CONTRACT

The length of the contract will be for three (3) years, commencing on January 1, 2024 and concluding on December 31, 2026. By mutual consent of the contracted firm(s) and the City, the contract may be renewed or extended for two (2) additional one (1) year terms, not to exceed a total contract length of five (5) 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.

17. 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.

18. OMISSIONS

The 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 of 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 business entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusual weather; or other unusual events outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

23. SEVERABILITY

If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to

be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. CYBER SECURITY REQUIREMENTS

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

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

25. ADDITIONAL LIABILITY INSURANCE REQUIREMENTS

- a. The 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 unable to meet federal, state, and local personally 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). 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.

I. SUBMISSION INSTRUCTIONS

The vendor’s proposal shall be submitted in PDF format via email to contracts@newark.de.us by 2:00 p.m. local time on October 10, 2023. The subject line for this email shall read: “RFP 23-04: Proposal for Lobbying and Intergovernmental Consultant Services – [Vendor Name] Submission.” Only emails up to 25 MB in size can be accepted—if files sizes are larger than 25 MB, attachments should be broken into multiple emails.

In compliance with City policy, the Purchasing Division holds a strong preference toward paperless submissions. However, if proposals cannot be sent via email, ten (10) identical hard copies of the proposal may be submitted through certified mail or hand delivery by the time and date noted above. This submittal must be clearly marked with the information noted for the email subject line above. Mailed bids should be sent to the following address:

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

The City is not responsible for late delivery caused by the United States Postal Service or private mail carriers/delivery services. Any proposal received after the deadline will not be considered for award.

[END OF DOCUMENT]