

NOTE: The City of Summit will consider proposals only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposals.

CITY OF SUMMIT

REQUEST FOR PROPOSAL

MUNICIPAL AUDITOR SERVICES

ISSUE DATE: SEPTEMBER 22, 2025

DUE DATE: OCTOBER 15, 2025

Issued by:
City of Summit
Tammie Baldwin
City Administrator/Chief Financial Officer
512 Springfield Avenue
Summit NJ 07901

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

"City" refers to the City of Summit.

"Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, then the term "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of ten percent (10%) or more in the firm.

"Proposal" refers to the complete responses to this RFP submitted by the Respondents.

"Qualified Respondent" refers to those Respondents who (in the sole judgment of the City) have satisfied the qualification criteria set forth in this RFP.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Proposal.

"Review Team" – Members of the City Administration and its legal advisor/s and/or financial advisor/s and/or designated staff as appropriate who shall review the Proposals.

"RFP" - refers to this Request for Proposal, including any amendments thereto or supplements thereto.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

Section 1.1. Introduction and Purpose.

The City is soliciting a proposal from interested persons and/or firms for the provision of

MUNICIPAL AUDITOR SERVICES

as more particularly described herein. Through this Request for Proposal process, persons and/or firms interested in providing the City with such services must prepare and submit a Proposal in accordance with the procedures and schedules in this RFP. The City will review proposals only from those firms that submit all the information required to be included as described herein (in the sole judgment of the City). The City intends to select a person or firm that possesses the professional, financial and administrative capabilities to provide the proposed services.

Section 1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. as Municipal Auditor Services are considered a professional service. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided with an equal opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 5 of this RFP, which will be applied in the same manner to each Proposal received. Respondents agree to at all times abide by all requirements of New Jersey law, including, but not limited to all relevant Executive Orders and the New Jersey Election Law Enforcement Commission disclosure requirements.

Proposals will be reviewed and evaluated by the City Administrator and the City's legal advisors and/or designated staff as appropriate (collectively, the "Review Team"). The Proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial criteria described in this RFP. Under no circumstances will a member of the Review Team review responses to an RFP for a position which they or their firm submitted a response. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the City will (in its sole judgment) determine which Respondents are qualified from professional, administrative and financial standpoints.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP process shall be directed to the City's Designated Contact Person, in writing.

Tammie Baldwin
City of Summit
Department of Community Service, 2nd Floor
512 Springfield Avenue
Summit, NJ 07901
tbaldwin@cityofsummit.org

Proposals must be submitted to and received by the City, either by hand delivery, delivery service, or US Postal Service delivery, no later than 4:00 p.m. prevailing time on Wednesday, October 15, 2025. Proposals will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by, and in the sole judgment of, the City.

TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Proposal	<u>September 22, 2025</u>
2. Receipt of Proposals	<u>October 15, 2025</u>
4. Consideration of Contract Award Resolution by Common Council	<u>November 5, 2025</u>

If awarded, the contract term will be from January 1, 2026 through December 31, 2027, with an option to extend for up to three (3) additional one-year terms at the City's discretion.

Section 1.3. Conditions Applicable to RFP.

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission:

The City may or may not award a contract as a result of this RFP. If a contract is awarded, the successful Respondent will be required to comply with all local, State and Federal laws as applicable to the contracted services, including but not limited to: N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action); 42 USC S12101 et seq. (Americans w/ Disabilities Act); N.J.S.A. 52:32-44 (Business Registration), N.J.A.C. 17:44-2.2 (Document Retention), and any subsequent amendments thereto; and the City's current Minimum Standard Vendor Insurance Requirements as adopted by Common Council.

All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.

The City reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.

The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.

All Proposals shall become the property of the City and will not be returned.

All Proposals will be made available to the public in accordance with applicable laws after the RFPs have been opened past the stated deadlines.

The City may request Respondents to send representatives to the City for interviews.

Any and all Proposals not received by the City by 4:00 p.m. prevailing time on October 15, 2025 will be rejected.

Neither the City, its consultants or advisors, nor their respective staffs, including, but not limited to, the Review Team, shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

Section 1.4. Rights of City.

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time in the City's sole discretion. If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

The City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

Section 1.5 Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

SECTION 2 **SCOPE OF SERVICES**

It is the intent of the City to solicit Proposals from Respondents that have expertise in **Municipal Auditor Services**. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities and experience to perform the services required.

The scope of services includes the following:

1. Annual Statutory Audits of:
 - Current Fund
 - Trust Fund
 - Capital Fund
 - Bond and Interest Accounts
 - Payroll Accounts
 - Federal and State Programs
 - General Fixed Assets Account Group
 - Various other offices as prescribed by the Division of Local Government Services including review of Unaudited Financial Statement, review of Annual Budget, and review of Annual Debt Statement
 - Sewer Utility Operating and Capital Funds
 - Parking Utility Operating and Capital Funds
2. Preparation of the Annual Financial Statement and the Annual Budget on the Financial Automation Submission Tracking (FAST)
3. Preparation of Secondary Market Disclosure
4. Additional annual audit services that may be required

The contract term to provide these services to the City shall be January 1, 2026 through December 31, 2027, with an option to extend for up to three (3) additional one-year terms at the City's discretion.

SECTION 3 **SUBMISSION REQUIREMENTS**

Section 3.1 General Requirements.

The Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in Section 2 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it believes may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

Section 3.2 Administrative Information Requirements.

The Respondent shall, as part of its Proposal, provide the following information:

1. An executive summary [not to exceed two (2) pages] of the information contained in all the other parts of the Proposal.
2. Name, address and telephone number of the firm submitting the Proposal pursuant to this RFP, and

the name of the key contact person.

3. Total proposed fee to perform the services required in this RFP.

Section 3.3 Professional Information Requirements.

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:

- a. Description and scope of work by Respondent;
- b. Name, address and contact information of a minimum of 3 references; and
- c. Explanation of perceived relevance of the experience to the RFP.

2. A narrative statement of the Respondent's understanding of the City's needs and goals.

3. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

4. Completed and signed Statement of Ownership Disclosure (See pages 10-11). Failure to submit the completed and signed form shall result in the rejection of the proposal.

SECTION 4 INSTRUCTIONS TO RESPONDENTS

Section 4.1 Submission of Proposals.

Respondents must submit an original and one (1) copy of their Proposal to the Designated Contact Person:

Tammie Baldwin
City Administrator
512 Springfield Avenue
Summit NJ 07901

Proposals must be submitted to and received by the City, either by hand delivery, delivery service, or US Postal Service delivery, no later than 4:00 p.m. prevailing time on Wednesday, October 15, 2025. Proposals will not be accepted by facsimile transmission or e-mail.

To be responsive, Proposals must provide all requested information and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be signed and acknowledged by the Respondent.

If awarded, successful vendor will be required to provide a current completed IRS Form W-9, and comply with the requirements of any and all applicable Federal, State and local laws, regulations and requirements, including but not limited to: N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action); 42 USC S12101 et seq. (Americans w/ Disabilities Act); N.J.S.A. 52:32-44 (Business Registration), and any subsequent amendments thereto; and the City's adopted minimum standard insurance requirements [per attached Exhibit A].

SECTION 5

EVALUATION

The City's objective in soliciting Proposals is to enable it to select a firm or organization that will provide high quality and cost-effective services to the City of Summit. The City will consider Proposals only from firms or organizations that, in the City's judgment, have demonstrated the capability and willingness to provide high quality services to the City in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

Fee proposal

Experience and reputation in the field

Knowledge of the City and the subject matter addressed under the RFP

Other factors demonstrated to be in the best interest of the City

EXHIBIT A

AS OF 5/17/16 RES #37367

Professional Services [as defined by N.J.S.A. 40A:11-2(6)]

CONTRACTOR shall maintain the insurance coverages as indicated by _____ below and must be provided through an insurance company which carries a minimum A.M. Best Rating of A, VIII. A certificate of insurance with a separate Additional Insured Endorsement shall be submitted to the City of Summit prior to the commencement of any work, and shall provide for thirty (30) days written notice of cancellation or reduction of coverage.

General Liability, including Premises Operations, Products/Completed Operations, Personal and Advertising Injury Liability, Contractual Liability and Property Damage Liability

Combined Single Limit of \$1,000,000.00 Each Occurrence and a \$2,000,000.00 General Aggregate and a \$2,000,000.00 Products-Completed Operations Aggregate, with City of Summit to be named as additional insured using Forms CG2010 and CG2037 or their equivalents (a blanket additional insured endorsement is not an equivalent). The General Liability Policy may not contain a "third-party over action" exclusion, therefore a copy of the vendor's general liability policy may be requested for review. Property damage coverage shall be extended to cover damage to underground wires, ducts, pipes, conduits, etc.

Statutory Limits of Workers' Compensation shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Each subcontractor shall provide Statutory Limits of Workers' Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered by the protection afforded by Contractor's insurance.

Employer's Liability Insurance shall have limits not less than \$500,000 per accident.

Automobile Liability Insurance to include "Non-Owned and Hired Automobiles" with City of Summit to be named as additional insured by endorsement.

One person in any one occurrence \$500,000.
Two or more persons in any one occurrence \$1,000,000.
Property damage in any one occurrence \$250,000.

OR

Combined Single Limit \$1,000,000.

Professional Liability Insurance in an amount (a) not less than \$1,000,000 each claim and a \$1,000,000 aggregate if CONTRACTOR is an individual or sole proprietorship, or those vendors that are described or offer services as tax appraisal services or construction inspection services on construction projects valued under \$2 million; (b) in an amount not less than \$2,000,000 each claim and a \$2,000,000 aggregate if CONTRACTOR is a corporation, partnership, limited liability company, limited liability partnership or similar entity, or (c) in such amount as recommended by The City Department Head and authorized by resolution of the Common Council.

The policies shall remain in effect until all work has been completed. The vendor shall ascertain the cost of all required insurance before preparing and submitting a bid or proposal as applicable.

The certificate of General Liability insurance furnished by the vendor shall indicate that contractual liability is included. The certificate shall also state that the vendor's insurance for general liability, public personal injury liability and property damage liability, and automobile liability names the City of Summit as an additional named insured.

Vendor will indemnify and hold harmless the CITY, its officers, agents, and employees, from all claims, suits or actions and damages or costs of every name and description to which the CITY may be subjected or put by reason of injury to the person or property of another, or the property of the CITY, resulting from negligent acts or omissions on the part of the vendor, the vendor's employees, agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this Agreement.

Certificates of the Required Insurance

Certificates of insurance for those policies required above shall be submitted to and accepted by the City of Summit before the contract can be fully executed. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City of Summit as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City of Summit as an additional insured.

Insurance shall be issued on a primary and non-contributory basis; and a waiver of subrogation in favor of the City of Summit shall be included by endorsement.

STATEMENT OF OWNERSHIP DISCLOSURE

Page 1 of 2

N.J.S.A. 52:25-24.2 (P.L. 1977, c. 33, as amended by P.L. 2016, c. 43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

This information must be provided on this page or attached to this page, or a certification must be submitted that such disclosure does not apply to this bidder.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

STATEMENT OF OWNERSHIP DISCLOSURE continued on next page

STATEMENT OF OWNERSHIP DISCLOSURE
Page 2 of 2

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **City of Summit** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **City of Summit** to notify the **City of Summit** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **City of Summit** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	