



Kent County Levy Court

**Department of Public Safety
Division of Emergency Management**

**Request for Proposal
Project Number 25-EM-01**

For

**Kent County, Delaware
All-Hazards Mitigations Plan Update**

**Brandon Olenik
KENT COUNTY LEVY COURT
DEPARTMENT OF PUBLIC SAFETY
911 Public Safety Blvd.
Dover, DE 19901
Brandon.olenik@kentcountyde.gov
302-735-2200**

Original Publication Date: 09/23/2024
Proposal Submission Due Date: 10/10/2024

TABLE OF CONTENTS	PAGE
Advertisement.....	1
1. Introduction.....	2
1.1 Purpose.....	2
1.2 Issuing Office and RFP Contact.....	2
1.3 Proposals.....	3
1.4 Questions.....	3
1.5 Schedule of Events.....	3
2. Specifications.....	4
2.1 Scope of Services.....	4
2.2 Deliverables.....	6
2.3 Proposal Content.....	6
2.4 Evaluations of Proposals.....	8
2.5 Submission Requirements.....	9
2.6 Proposal Validation Period.....	10
3. Terms and Conditions.....	10
3.1 Applicable Law.....	10
3.2 Complete Information.....	10
3.3 County’s Rights and Responsibilities.....	10
3.4 Responding Firm’s Rights and Responsibilities.....	12
3.5 Liability, Indemnity, Hold Harmless Requirements.....	12

Attachments

- A. Advertisement
- B. Non-Collusion Statement
- C. Firm Certification

Request for Proposals

Kent County Levy Court, Department of Public Safety, will receive proposals from qualified firms to update the Kent County All Hazards Mitigation Plan (HMP). The update will include all elements required by the Federal Emergency Management Agency (FEMA) and the Delaware Emergency Management Agency (DEMA).

Established in 1683, Kent County is the central of three counties within the State of Delaware. Comprised of just over 586 square miles of land, Kent County is bordered on the north by New Castle County and on the south by Sussex County, Delaware, on the west by the State of Maryland, and on the east by the Delaware Bay. As of 2023, the U.S. Census Bureau estimated the population of Kent County to be 189,789. Kent County Levy Court is the governing body of Kent County and is charged with overseeing the daily operations of the County.

Proposals will be accepted until 2:00 pm on Thursday, October 10, 2024 by the Department of Public Safety located at the Public Safety Administration Building, 911 Public Safety Blvd., Dover, Delaware 19901. Submissions shall be clearly labeled “Proposal for Kent County, Delaware All-Hazards Mitigation Plan Update RFP 25-EM-01”. E-mailed proposals will be accepted and should be sent to the RFP contact listed below.

Interested parties may obtain copies of the proposal specifications at the Public Safety Administration Building, 911 Public Safety Blvd., Dover, Delaware, 19901 or on the County website <https://www.kentcountyde.gov/Doing-Business-with-Kent-County/Bids-RFPs-and-RFOs>

Kent County reserves the right to reject any and all proposals, and award contract(s) in the best interest of the County.

Kent County is an Equal Opportunity Employer.

1. Introduction

1.1 Purpose

Kent County Levy Court, Department of Public Safety, is requesting proposals from qualified firms (hereinafter referred to interchangeably as “respondent” or “firm”), having sufficient experience, for the purpose of updating the Kent County, Delaware All-Hazards Mitigation Plan (HMP). The update will include all elements required by the Federal Emergency Management Agency (FEMA) and the Delaware Emergency Management Agency (DEMA).

1.2 Issuing Office and RFP Contact

This Request for Proposal (RFP) is issued for Kent County Levy Court (hereinafter referred to as the “County”) through the Department of Public Safety, which shall be referred to as the “Issuing Office”. The issuing office, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful respondent.

Kent County Levy Court
Department of Public Safety
Attn: Brandon Olenik
911 Public Safety Blvd.
Dover, Delaware 19901

Phone – 302-735-2200

Email – Brandon.olenik@kentcountyde.gov with subject line “Kent County, Delaware All-Hazards Mitigation Plan Update RFP 25-EM-01”

This request for proposals document is available at the Public Safety Administration Building, 911 Public Safety Blvd., Dover, Delaware, 19901. It is also available on the County website <https://www.kentcountyde.gov/Doing-Business-with-Kent-County/Bids-RFPs-and-RFOs>.

1.3. Proposals

1.3.1 **Proposals will be received until 2:00 pm on Thursday, October 10, 2024** by the Public Safety Administration Building, 911 Public Safety Blvd., Dover Delaware, 19901. All proposals must be submitted in sealed envelopes, clearly marked with the label “Proposal for Kent County, Delaware All-Hazards Mitigation Plan Update RFP 25-EM-01.” Proposals received after the time and date indicated above will not be

considered. Respondents are responsible for ensuring their proposals are received on time and bear the risk of late delivery.

1.4. Questions

1.4.1 Please direct all questions in writing to the Issuing Office, identified in Section 1.2, on or before October 2, 2024 by 4:00 p.m. When the answer to a question regarding the RFP may clarify the intent of any aspect of the RFP or may result in a material change to the RFP, the RFP Contact will issue a written response no later than October 4, 2024 by 4:00 p.m., first stating the question followed by the answer to the question. Written responses to questions will be sent to all known prospective respondents. Questions received by the RFP Contact after 4:00 pm on October 2, 2024 may or may not be responded to at the discretion of the County.

1.4.2 The County will assume no responsibility for oral instruction or suggestion. Only written answers to questions will be binding on the County.

1.5 Schedule of Events

Listed below are important dates by which actions must be taken or completed. Times noted are Eastern Standard Time.

Action	Completion / Due Date	Time
Publish Request for Proposal	09/23/24	
Deadline to Submit Questions	10/02/24	4:00 pm
Written Response Deadline	10/04/24	4:00 pm
Proposal Submissions Due	10/10/24	2:00 pm
Proposal Opening (Public)	10/10/24	2:01 pm
Proposal review, verification, and evaluation	Approximately 1 to 2 weeks	
Projected Contract Award, not later than	Mid-November	

2. Specifications

2.1 Scope of Services

- 2.1.1 The firm will prepare an updated All-Hazards Mitigation Plan for Kent County and all incorporated municipalities within Kent County in accordance with the standards outlined by DEMA policies and [CFR 44 §201.6 requirements](#). The goal is to identify all hazards and their associated risks in Kent County as well as actions to reduce these risks.
- 2.1.2 The firm will use a regional, integrated framework that is consistent with the latest [State of Delaware All-Hazards Mitigation Plan](#), while reflecting the risks and mitigation actions within Kent County. All portions of the plan will address the needs of the population within the jurisdictions of this plan, including persons with disabilities access and functional needs.
- 2.1.3 The selected firm will coordinate a project kick-off meeting with Kent County and municipalities within Kent County to begin the appropriate planning. The selected firm will attend and lead meetings, clarify any outstanding issues and respond to any comments from the County.
- 2.1.4 The planning process for the All-Hazards Mitigation Plan will include:
- i. Documentation of the process, including how it was prepared and who was involved in the process for each jurisdiction.
 - ii. Documentation of an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process.
 - iii. Develop an outreach strategy that will include holding public meetings and workshops, developing surveys and questionnaires to gather input from residents and businesses, organizing focus groups with specific stakeholder groups, and utilizing social media.
 - iv. Documentation of how the public was involved in the planning process during the drafting stage.
 - v. Review and incorporation of existing plans, studies, reports, and technical information.
 - vi. Development of a specific engagement strategy for participating communities, leading to more customized

involvement informing the Hazard Identification & Risk Assessment and Mitigation Strategies sections.

- vii. Discussion of how the communities will continue public participation in the plan maintenance process.
- viii. Description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle).
- ix. Facilitate Steering Committee meetings, municipal meeting, and a public meeting and incorporate recommendations into the plan update.

2.1.5 The firm will develop and prepare a Hazard Identification and Risk Assessment that will include the following:

- i. Description of the type, location, and extent of all natural hazards that can affect each jurisdiction.
- ii. Information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction.
- iii. Description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction.
- iv. Conduct a risk assessment and prioritize hazards.
- v. NFIP insured structures within the jurisdiction that have been repetitively damaged by floods.

2.1.6 The firm will develop an effective mitigation strategy that will include:

- i. A review of previous mitigation actions to see if they have been completed, are on hold, or can be removed.
- ii. Documentation of each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs.
- iii. Documentation of the jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate.
- iv. Describe goals to reduce/avoid long-term vulnerabilities to the identified hazards.
- v. Identify a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure.
- vi. Action plan that describes how the actions identified will be prioritized, implemented and administered by each jurisdiction.

- vii. Description of how local governments will integrate the requirements of the mitigation plan into other planning mechanisms.

2.1.7 The firm will conduct a review, evaluation, and implementation that will include:

- i. Information to reflect changes in development.
- ii. Information to reflect progress in local mitigation efforts.
- iii. Information to reflect changes in priorities.

2.1.8 The firm will submit the All-Hazards Mitigation Plan Update to DEMA and to FEMA region III for final review and approval. The final FEMA approved plan will be submitted to Levy Court for approval and adoption.

2.2 Deliverables

2.2.1 Kent County Levy Court requires project completion within eight (8) months of contract acceptance.

2.2.2 Draft updated HMP within six (6) months of contract start date, with the final plan by seven (7) months of the contract start date

2.2.3 Throughout the project and as deemed necessary by the County, additional deliverables will include but are not limited to: meeting agendas and minutes, progress reports, project schedules for each component, and responses to review comments provided by the County.

2.2.4 The final All Hazards Mitigation Plan will be provided to the County via digital format (MS Word format).

2.3 Proposal Content

Proposal Tab 1 - Letter of Understanding

Please provide a brief statement of the Firm's understanding of the County's needs and discuss how the firm will meet those needs.

Proposal Tab 2 – Organization

Please describe the organization and structure of the firm:

- A brief description of the firm, its history, structure, and staffing.

- The names, titles, and professional resumés of all staff who will have any responsibilities related to the project.
- An organizational chart showing how assigned staff fit(s) within the firm.
- If any of the scope of work will be assigned to other firms, a list of those firms and the staff from those firms assigned to the project.

Proposal Tab 3 - Capacity

Please describe the organization's capacity to meet the County's needs related to the project and the ability to complete the project in a timely manner. Specifically, describe or explain:

- The demonstrated ability to successfully manage and complete the project.
- Other projects to which key staff would be assigned during this project.
- The firm's workload and capacity to take on additional work.
- The capacity to backfill key positions if staff changes occur.
- The firm's strategic approach to building a team and executing a plan for an historic renovation including collaboration with stakeholders.
- Examples of the firm's ability to deliver on time and on budget.

Proposal Tab 4 – Experience

Briefly describe the firm's experience with All Hazard's Planning and Mitigation Plan Updates. Specifically, describe:

- Experience in developing State or local level All Hazard Mitigation Plans, including project scope, location, client details, and specific outcomes.
- Other experiences the firm considers relevant to demonstrating its ability to deliver the services noted in the scope of work.

Proposal Tab 5 – Cost

Succinctly, clearly, and completely describe how the firm will be compensated for all services related to the project.

- A detailed payment structure for the County to make progress payments for the percent of work completed.
- A complete description of all fees or charges for travel, lodging, meals, and other out-of-pocket expenses.
- Budgets for similarly situated projects completed by the firm within the past three (3) years, if any.

Proposal Tab 6 - Potential Conflicts:

Briefly describe any potential conflicts. Include:

- Describe any potential for conflict of interest that may be created by the firm's engagement with the County. Include any client relationships that may inhibit services to the County.

Proposal Tab 7 - References

Provide at three (3) **current** client references and three (3) **former** client references. Greater weight will be given to local governments or other public agencies.

Proposal Tab 8 - Exceptions to Form of Agreement:

Note any exceptions the firm has to the form of agreement. The County's standard professional services agreement will be posted on the RFP page of the County website.

Public information: All bidders are advised that all proposals are public information and subject to disclosure under Delaware's Freedom of Information Act (FOIA). No proposals or other documents related to the RFP process will be disclosed until after the Levy Court Commissioners have approved a Notice of Award and the contract documents have been executed.

2.4 Evaluation of Proposals

The proposal will be evaluated as follows:

1. The respondent's **ability to fulfill expectations** embodied in the RFP, and to provide the services required by the County (maximum of 30 points).
Specifically:

Capacity to provide the requested services in a timely manner.

Ability to communicate clearly and concisely as evidenced by all submitted materials.

Ability to follow instructions as evidenced by compliance with the RFP process.

Evidence of superior service provided to current and past clients.

Stability of the proposing firm, as measured by the length of time the firm has been in existence, the tenure of key personnel, and other factors.

Experience working successfully with local governments and public agencies.

An absence of organizational issues, including but not limited to, litigation or regulatory investigations and the absence of financial problems.

2. The respondent's **reputation and experience** in the successful execution of similar work (maximum of 30 points). Specifically:

Satisfied clients similarly situated to the County.

A track record of successful FEMA approved and adopted All Hazard Mitigation Plans.

Positive recommendations from former and current clients.

Resumes or curricula vitae of the personnel assigned to the project showing sufficient professional education and experience to provide the services as indicated herein.

Depth of personnel/talent, as evidenced by the firm's organizational chart, and the professional experience of individuals likely to assume responsibilities related to the County in the event of the departure of a principal team member.

3. **Additional criteria and the respondent's overall submittal**, including fee structure, cost, and value. (maximum of 40 points)

The readability of the proposal.

The clarity and conciseness of the presented information.

The transparency and auditability of the fee structure.

The reasonableness of the fee structure when compared to the services delivered.

Other factors deemed appropriate by the evaluation team.

2.5 **Submission Requirements**

2.5.1 All submissions may be delivered in envelopes to the Public Safety Administration Building, 911 Public Safety Blvd., Dover, Delaware 19901 or by email to the RFP contact no later than **2:00 pm on October 10, 2024**. Envelopes shall be clearly addressed to the RFP Contact and labeled "Proposal for Kent County, Delaware All Hazards Mitigation Plan Update RFP 25-EM-01."

2.5.2 The respondent shall furnish a statement, on company letterhead, giving a complete description of all exceptions to the terms, conditions, and specifications of the RFP. Failure to furnish the statement will mean that the respondent agrees to meet all requirements of the Request for Proposal.

2.4.3 All Proposals must be signed by an officer or agent of the company submitting the proposal who is authorized to bind the company contractually.

2.4.4 All costs associated with the submission preparation shall be the sole responsibility of the firm and no reimbursements will be provided by Kent County.

2.6 Proposal Validation Period

2.6.1 Proposals are binding for a period of sixty (60) days. Unless otherwise specified, all proposals submitted shall be valid for sixty (60) calendar days following the proposal opening date, unless the respondent, upon request of the County, agrees to an extension.

3 Terms and Conditions

3.1 Applicable Law

3.1.1 This professional services agreement is administered under the provisions of the Delaware Code, Title 9, Chapter 3, County Governments Generally §314, Award of contracts for public work or goods, (d).....professional skills requiring special skills..... Selection will not be based solely on the basis of lowest cost. The County further reserves the right to seek “a best and final” offer from any or all of the respondents before making an award.

3.1.2 Interpretation and enforcement of any contract(s) resulting from this RFP shall be under the laws of the State of Delaware.

3.2 Complete Information

3.2.1 This Request for Proposal document and the firm’s response to this solicitation contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties.

3.3 County’s Rights and Responsibilities

3.3.1 The County reserves the right to modify this RFP as it deems necessary. If such modifications are made, the County will notify all known prospective respondents by facsimile and e-mail no later than 24 hours prior to the proposal opening. The County reserves the right to extend the proposal opening and contract award dates if it deems such extensions are necessary.

- 3.3.2 The County may extend the time and place for opening of proposals from that described in the advertisement with not less than two days' notice. Notice will be given to all firms from which proposals have been received.
- 3.3.3 The County reserves the right to request additional information from all respondents and the right to waive technicalities.
- 3.3.4 The County reserves the right to award a contract in the best interest of the County. The County may reject any or all proposals, when in the County's reasoned judgement, the public interest will be served thereby. The County may choose to issue a new RFP.
- 3.3.5 The County may award a contract(s) to the responsible firm whose proposal best complies with the specifications set forth in this Request for Proposals, as determined by the County, not later than sixty (60) days after the due date of the proposals.
- 3.3.6 The County may terminate the contract(s), in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the firm. The County shall pay all reasonable costs incurred by the firm up to the date of termination. However, in no event shall the firm be paid an amount which exceeds the price proposed for the work performed. The firm shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 3.3.7 When the firm has not performed, or has not performed to the satisfaction of County, the County may terminate the contract(s) for default due to lack of performance. Upon termination for default, payment will be withheld at the discretion of the County. Failure on the part of a firm to fulfill the contractual obligations shall be considered just cause for termination of the contract(s). The firm will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in re-procuring and completing the work.
- 3.3.8 The County shall make progress payments for the work completed by the firm as defined in the proposed payment structure. Upon approval and verification of work completion, the progress payments will be made within thirty (30) days of receipt of invoice. Final

payment will be made upon acceptance of the final project submission and approval by Kent County Levy Court.

3.4 **Responding Firm's Rights and Responsibilities**

- 3.4.1 The respondent shall be required to comply with all federal, state and local laws, rules and regulations applicable to the performance of its services.
- 3.4.2 Firms shall guarantee delivery in accordance with such delivery schedule as may be provided in the proposal schedules stated in this RFP. Failure to perform the work within the stated schedule may result in County terminating the contract for default as described in Section 3.3.7 of the RFP.
- 3.4.3 The firm shall not sub-contract any portion of the work or contract, except upon the written approval of the County.
- 3.4.4 Replacement of key team members shall not be permitted without prior consultation with and approval by the County.
- 3.4.5 Personnel qualifications, as defined in Section 2.4.6.2, must be submitted to the County prior to the replacement of key team members taking effect.
- 3.4.6 **Except for communications specifically authorized herein pertaining to the preparation and submittal of a Proposal, Respondents to this Request for Proposal or their representatives shall not (separately or independently of their own accord) discuss, negotiate, promote, market, lobby or solicit with any County Employee or any County Official, verbally or in writing, during the Request for Proposal advertisement period and Proposal Review and Selection Process as indicated in this Request for Proposal. Failure of a Respondent to adhere to this provision may result in the Respondents disqualification from further consideration.**

3.5 **Liability, Indemnity, Hold Harmless Requirements**

- 3.5.1 If a contract is awarded, the successful firm will be required to indemnify and hold the County harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the firm's performance of the contact awarded.

- 3.5.2 Any property or work to be provided by the firm under this contract will remain at the firm's risk until written acceptance by the County; and the firm will replace, at firm's expense, all property or work damaged or destroyed by any cause whatsoever.
- 3.5.3 Monies to become due to the firm under the contract, as may be considered necessary by the County, shall be retained by the County until such suits or claims for damages shall have been settled or until the firm furnishes to the County, satisfactory evidence of insurance coverage with respect to such suits or claims.
- 3.5.4 The firm will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- 3.5.5 The firm shall provide the County with Certificates of Insurance within ten (10) days of proposal award notification, evidencing the coverage required above. Such certificates shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or material change in coverage as well as ten (10) days' notice for cancellation for non-payment of premium. The firm shall provide Certificates of Insurance before commencing work in connection with the contract.
- 3.5.6 The providing of any insurance required herein does not relieve the firm of any of the responsibilities or obligations assumed by the firm in the contract awarded or for which the firm may be liable by law or otherwise.
- 3.5.7 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and County may terminate the contract in accordance with Section 3.3.6 of this RFP.

Attachment A – Advertisement

Kent County Levy Court

Request for Proposals (RFP)

Kent County, Delaware All-Hazards Mitigation Plan Update

September 23, 2024

Kent County Levy Court, Department of Public Safety, will receive proposals from qualified firms to update the Kent County All Hazards Mitigation Plan (HMP). The update will include all elements required by the Federal Emergency Management Agency (FEMA) and the Delaware Emergency Management Agency (DEMA).

Interested individuals and firms can download the proposal instructions and details from the County's website at <https://www.kentcountyorde.gov/Doing-Business-with-Kent-County/Bids-RFPs-and-RFOs>.

All proposals must be identified on the outside of the envelope as "25-EM-01 Kent County, Delaware All-Hazards Mitigation Plan Update"

Proposals are due Thursday, October 10, 2024 at 2:00 PM, to the Kent County Department of Public Safety Building, 911 Public Safety Blvd., Dover, DE 19901.

Proposals will be opened and read publicly on Thursday, October 10, 2024 at 2:01 PM at the Kent County Department of Public Safety Building, 911 Public Safety Blvd., Dover, DE 19901.

Brandon Olenik

Assistant Director, Public Safety

Attachment B – Non-Collusion Statement

Kent County Professional Services Procurement Notice

Non-Collusion Statement

The company submitting this proposal certifies that is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (Signature): _____

Address: _____

Phone: _____

Email: _____

Attachment C – Firm Certification

Firm Certification

I have carefully examined the requirements of this Request for Proposal, and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the services specified in the Request. I agree that the proposal will remain valid for a period of up to 120 days to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its act and deed and that the company shall be ready, willing and able to perform if shortlisted and pre-qualified.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, or collusion with any other person or corporation submitting a proposal for the same product or service, no officer, employee or agent of the County, or any other firm interested in said proposal; and that the undersigned executed this firm's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: _____

Signature: _____

By: Sworn to and subscribed before me
this day of ,2024