



**Kent County Levy Court
Department of Public Safety
Division of Emergency Communications**

Request for Qualifications

For

**Kent County, Delaware
Public Safety Consultant Services
Dispatch Console Project
#23-EC-01**

**KENT COUNTY LEVY COURT
DEPARTMENT OF PUBLIC SAFETY
911 Public Safety Blvd.
Dover, De 19901**

Original Publication Date: 03/01/2023
Proposal Submission Due Date: 04/24/2023

Kent County Levy Court, Department of Public Safety
Request for Qualifications
Kent County, Delaware Public Safety Consultant Services Dispatch Console Project

TABLE OF CONTENTS **PAGE**

Advertisement.....	1
1. Introduction.....	2
1.1 Purpose.....	2
1.2 Issuing Office and RFP Contact.....	2
1.3 Question.....	2
1.4 Pre-Submission Requirements.....	3
1.5 Schedule of Events.....	3
2. Specifications.....	4
2.1 Scope of Work.....	4
2.2 Evaluations of Proposals.....	4
2.3 Submission Requirements.....	5
2.4 Payment of Fees.....	6
2.5 Proposal Validation Period.....	7
3. Terms and Conditions.....	7
3.1 Applicable Law.....	7
3.2 Complete Information.....	7
3.3 County’s Rights and Responsibilities.....	7
3.4 Responding Firm’s Rights and Responsibilities.....	8
3.5 Liability, Indemnity, Hold Harmless Requirements.....	9

Request for Qualifications

Kent County Levy Court, Department of Public Safety is requesting a statement of qualifications from responsible and qualified firms capable of providing services for the **Kent County, Delaware Public Safety Consultant Services Dispatch Console Project - #23-EC-01**.

Established in 1683, Kent County is the central of three counties in the State of Delaware. Comprised of just over 569 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. Population count as of the 2010 census was 162,310 with a population density of 279 persons per square mile. The capital of Delaware is Dover, which is situated in central Kent County, and is the County Seat. Kent County Levy Court is the historical and current name for County level government. Levy Court is comprised of seven (7) Levy Court Commissioners (6 districts, 1 at-large) who publicly meet on Tuesday evenings throughout the year. Emergency Communications is a division of the Department of Public Safety, Kent County Levy Court. The Division provides 24-hour service in the answering of all emergency and non-emergency police, fire, and medical calls. The existing center consists of a total of 18 workstations and is staffed by a team of 49 full-time Public Safety Dispatchers. The Communications Center uses state-of-the-art technology to provide fast and effective emergency communications services throughout the County. A Public Safety Consultant shall analyze, implement, and provide recommendations to the Reconfiguration Plan for its 911 Dispatch Center.

Sealed proposals will be accepted until 2:00 pm on April 24, 2023, by the Department of Public Safety located at the Public Safety Administration Building, 911 Public Safety Boulevard, Dover, DE 19901 or hand-delivered to Kent County Department of Public Safety Administration Building at 911 Public Safety Boulevard, Dover, DE 19901. Envelopes shall be clearly labeled “Proposal for Kent County, Delaware Public Safety Consultant Services Dispatch Console Project - #23-EC-01.”. No faxed or emailed proposals will be accepted. Proposals will be publicly opened on the same day in the conference room of the Public Safety Administration Building at approximately 2:01 pm or as soon thereafter as possible, at which time the names of the respondents will be read and recorded. Submissions received after the deadline will NOT be accepted or considered.

Interested parties may obtain copies of the proposal scope of work at the Public Safety Administration Building, 911 Public Safety Blvd., Dover, DE Delaware 19901 or on the County website www.co.kent.de.us

Kent County reserves the right to reject any and all proposals, and award contracts in the best interest of the County.

NOTE: For purposes of this Request for Qualifications, the word “firm” as it may appear in this Request for Qualifications shall mean “individual firm, company, corporation, or partnership, as well as groups of firms, companies, corporations, associations or partnerships that are assembled as a Project Team for purposes of responding to this Request for Qualifications”.

Kent County is an Equal Opportunity Employer.

1. Introduction

1.1 Purpose

Kent County Levy Court, Department of Public Safety, is requesting a qualified firm to provide Public Safety Consultant Services for a live cut-over (3) phased design, procurement, and installation of our existing 18 Emergency Communications Center Workstations with the intent to expand to 22 Workstations, along with re-fabricating the Dispatch walls and flooring located in the Kent County Emergency Services Facility at 911 Public Safety Boulevard, Dover, Delaware.

1.2 Issuing Office and RFQ Contact

This Request for Qualifications (RFQ) 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 RFQ from the date of issuance until selection of the successful respondent.

Kent County Levy Court
Department of Public Safety
Attn: Kevin R. Sipple
911 Public Safety Blvd.
Dover, Delaware 19901
Phone – 302-735-2203
Email – kevin.sipple@kentcountyde.gov with subject line “**Kent County, Delaware Public Safety Consultant Services Dispatch Console Project - #23-EC-01.**”.

1.3 Questions

- 1.3.1 Please direct all questions in writing to the RFQ Contact on or before 4:00pm April 10, 2023. When the answer to a question regarding the RFQ may clarify the intent of any aspect of the RFQ or may result in a material change to the RFQ, the RFQ Contact will issue a written response no later than April 12, 2023, first stating the question followed by the answer to the question. Only written answers to questions will be binding on Kent County. Written responses to all questions will be posted to our county website and sent by e-mail to all entities known to have been furnished the RFQ. Questions received by the RFQ Contact after April 10, 2023, may or may not be responded to at the discretion of Kent County.
- 1.3.2 The County will assume no responsibility for oral instruction or suggestion. Only written answers to questions will be binding on the County.

1.4 Pre-Submission Requirements

- 1.4.1 Carefully and thoroughly evaluate the project overview and other relevant data contained in this RFQ. All submissions shall be in compliance with all requirements set forth herein.
- 1.4.2 If a prospective respondent suspects an error, omission, or discrepancy in the RFQ, it is incumbent upon the prospective respondent to immediately notify the RFQ Contact. Kent County will issue written clarifications, corrections and/or instructions, as may be appropriate.
- 1.4.3 Consider Federal, State and Local laws and regulations that may affect cost, progress performance and furnishing of the services.
- 1.4.4 There will be a scheduled pre-submission conference on March 31, 2023, at 10:00am in the conference room at the Public Safety Administration Building, 911 Public Safety Blvd., Dover, DE 19901.
- 1.5.5 All costs associated with the submission preparation will be the sole responsibility of the vendor and no reimbursements will be provided by the Owner.

1.5 Schedule of Events

The following dates are set forth for informational and planning purposes only. The schedule is subject to change as circumstances dictate or as determined necessary by or in the best interest of Kent County Department of Public Safety. Times noted are Eastern Standard Time.

Action	Completion / Due Date	Time
Publish Request for Qualification	03/15/23,03/19/23	
Pre-Submission Conference	03/31/23	10:00 am
Deadline to Submit Questions	04/10/23	3:00 pm
Written Response Deadline	04/12/23	4:00 pm
Proposal Submissions Due	04/24/23	2:00 pm
Proposal Opening (Public)	04/24/23	2:01 pm
Proposal review, verification, and evaluation	Approximately 1 to 2 weeks	
Projected Contract Award, not later than	June 2023	

2. Specifications

2.1 Scope of Work

- 2.1.1 The firm will provide Public Safety Consultant Services for a live cut-over (3) phased design, procurement, and installation of our existing 18 Emergency Communications Center Workstations with the intent to expand to 22 Workstations, along with re-fabricating the Dispatch walls and flooring located in the Kent County Emergency Services Facility at 911 Public Safety Boulevard, Dover, Delaware.
- 2.1.2 The selected firm will coordinate a project kick-off meeting with all vendors with 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.

2.2 Evaluation of Proposals

- 2.2.1 Proposal submissions shall respond to all RFQ requirements.
- 2.2.2 Each respondent’s proposal will be evaluated to determine the firm’s qualifications, responsibility, and ability to provide requisite services for Kent County. During the evaluation, validation, and selection process, the County may, at its sole discretion, choose to conduct interviews with one, some or all of the qualified respondents. The County may request additional information if deemed necessary or desirable to assist in its evaluations.
- 2.2.3 The following weighted criteria will be considered when evaluating proposal submissions, along with such other information as the County deems necessary in order to complete its evaluation of the proposals.

Criteria	Weight
Expertise, experience, qualifications, reputation, and location of the vendor in each discipline that may provide services relevant to the RFQ. Expertise, past experience, and length of time the firm has providing public safety services in for county, state, or local government or on projects of similar size, scope, and features as those required in the Scope of Work section 2.1 of this RFQ	25 %
Experience with Similar Projects	20%
Accuracy/Conformity of Scope of Work	20 %
Professional References	20 %
Proposed payment structure and fees	15 %
TOTAL	100%

Based upon the proposal submission, interview and any supplementary information submitted in response to the County's request, and such independent investigation as the County determines necessary or desirable to assist in its evaluation, a recommendation for award will be made to the Kent County Levy Court. Final selection shall be at the discretion of Kent County Levy Court.

2.3 Submission Requirements

2.3.1 All submissions must be delivered in sealed envelopes or containers to the Public Safety Administration Building, 911 Public Safety Blvd., Dover, Delaware 19901 no later than **2:00 pm on April 24, 2023**. Envelopes shall be clearly addressed to the RFQ Contact and labeled "Kent County, Delaware Public Safety Consultant Services Dispatch Console Project".

2.3.2 Submissions must include a total of one (1) original signed and three (3) copied submissions presented on 8½" x 11" paper in a 3-ring loose leaf style binder or folder.

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

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

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

2.3.6 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized and submitted in the following manner:

2.3.6.1 Letter of Transmittal

Name and address of the firm.

Phone number, fax number, and website (if applicable).

Years of experience the firm has in providing services.

Name, phone number, fax number, and email address of the contact person.

List of corporate officers and titles.

Evidence of a valid business license, and any other licensing or certifications valid to the scope of the project.

Complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or a verification of no responsive incidents.

2.3.6.2 Personnel:

Name, qualifications, and experience of principals.

Names, qualifications, and experience of the personnel who will be working on the Dispatch Console Project.

Provide information regarding specific qualifications and experience from projects similar to this for the key team members.

2.3.6.3 Proposed Work Plan:

Propose a specific work plan reflecting dates on which key milestones will be met for each task of the project and identification of deliverables.

2.3.6.4 Recent Government Work:

Provide a list of current and past contracts with governmental entities including municipal, County, and state governments your firm has performed.

2.3.6.5 References:

Provide a list of three (3) professional references. Provide the name, address, telephone number, contact person, and description of services provided for each reference. The County may contact these persons for information relating to the firm's technical knowledge and abilities, quality of services and work product, ease of operation, efficiency, and positive working relationships.

2.4 Payment of Fees

2.4.1 The firm shall propose a detailed payment structure for the County to make progress payments for percent of work completed.

2.4.2 Vendors are required to submit detailed cost proposals for all aspects of service and products needed to produce the desired results including other costs the

vendor will charge or pass through to the County. These costs will constitute contractual amounts and will be incorporated into the contract document(s) between the County and the successful vendor.

2.4.3 Vendor must provide a sample contract with their response.

2.5 Proposal Validation Period

2.5.1 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 RFQ shall be under the laws of the State of Delaware.

3.2 Complete Information

3.2.1 This Request for Qualification 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 RFQ as it deems necessary. If such modifications are made, the County will notify all known prospective respondents by website 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 that attend the Pre-Proposal Conference and 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 RFQ.
- 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 Qualification, 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 RFQ. 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 RFQ.

- 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 2.3.6.2, 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 response to this Request for Qualifications, Respondents to this Request for Qualifications 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 Qualifications advertisement period and Qualifications Review and Selection Process as indicated in this Request for Qualifications. 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 contract 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.

Kent County Levy Court, Department of Public Safety
Request for Qualifications
Kent County, Delaware Public Safety Consultant Services Dispatch Plan Update

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 RFQ.