

Sussex County, Delaware
REQUEST FOR PROPOSAL



ECONOMIC DEVELOPMENT STRATEGIC PLAN

Date Issued: February 24, 2023

**Proposal Submission Deadline
March 20, 2023, 12:00 p.m., EST**

**Mail or Hand Deliver Proposal to Primary Contact:
William Pfaff, Economic Development Director
Sussex County Government
Sussex County Administrative Office Building
2 The Circle
P.O. Box 589
Georgetown, DE 19947**

INFORMATION PACKAGE

Economic Development Strategic Plan Services

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DATE RELEASED: February 24, 2023

**REQUEST FOR PROPOSAL
STRATEGIC PLANNING SERVICES
ECONOMIC DEVELOPMENT PLAN
SUSSEX COUNTY ECONOMIC DEVELOPMENT
2 The Circle
P.O. Box 589
Georgetown, Delaware**

Economic Development Mission

To promote economic growth in Sussex County, Delaware by focusing on the retention, expansion and the attraction of new business and industry by providing the resources that enable development and advance the general well-being of the community.

I. Public Advertisement – Request for Economic Development Strategic Planning Services

Sussex County Government (the “County”) seeks a consultant or consulting firm to guide the organization and develop an Economic Development Strategic Plan for Sussex County, Delaware. The anticipated project timeline will be approximately 3-4 months. The selection shall be subject to the terms and conditions approved by Sussex County Government and shall be awarded to the respondent with the highest score based on the criteria established.

Based on the criteria established, an Economic Development Planning Committee (“EDPC”) will be selected to read, screen, and rank in writing all proposals. The criteria for evaluation includes: experience and reputation, expertise, price, capacity to perform, credentials and certifications, familiarity with Economic Development Strategic Planning and location. No other factors or criteria will be used in the evaluation. In accordance with 29 Del. C. § 6982(b), the EDPC shall determine that all applicants meet the minimum qualifications to perform the services. The EDPC shall then interview, at a minimum, the highest-ranked firm and may request a presentation from the firm(s). Interviews and presentations may result in a change of rank. The evaluation committee may negotiate with one firm without terminating negotiations with another firm and may negotiate with one or more firms during the same period. At any point in the negotiation process, the EDPC and the requesting department may, at its discretion, terminate negotiations with any and all firms. The evaluation committee may require the firm with whom it is negotiating to execute a truth-in-negotiation certificate stating the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

Only sealed proposals will be accepted. To be considered, priced proposals must be submitted in writing and respond to the items outlined in this Request for Proposals (“RFP”). Proposals must conform to the requirements as more fully set forth in Section III. of this RFP. Interested parties must submit six (6) copies of their sealed, written proposals to the Sussex County Government Attention: William Pfaff, Economic Development Director, Sussex County Administrative Office

Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947, prior to the deadline for submission which is **12:00 p.m. EST, March 20, 2023**, at which time all proposals will be publicly opened, reading aloud and recording only the name of the respondent(s). All other information shall be confidential. The award shall be made in writing to the responsible respondent whose proposal is determined to be most advantageous to the County.

The request for proposals may be obtained by visiting the County's website sussexcountyde.gov/legal-notices/bids or by contacting William Pfaff, Sussex County Economic Development Director, at Sussex County Administrative Office Building, 2 The Circle, Georgetown, Delaware, william.pfaff@sussexcountyde.gov or by telephone (302) 855-7770, during regular business hours from 8:30 a.m. to 4:30 p.m., Monday through Friday. In its sole discretion, the County may extend the time and place for opening of proposals from that described in the advertisement by providing not less than two (2) calendar days' notice, by posting an Addendum on the County's website and by providing notice thereof by certified delivery, or other electronic means such as email, to those potential respondents who obtained copies of the RFP and provided notice thereof to William Pfaff at the email address provided herein.

Any firms having questions concerning the proposal should submit them in writing via e-mail no later than 12:00 p.m., March 10, 2023 to William Pfaff, Sussex County Economic Development Director, at william.pfaff@sussexcountyde.gov.

II. Sussex County, Delaware

Fabulous State

First State

Fantastic County

Southern Delaware is among the top resort vacation destinations in the Mid-Atlantic Region with miles of clean, sandy beaches, bays and waterways, tax-free shopping, and mild temperatures year-round, and as they say... location, location, location! Sussex County is within a two-hour drive of metro areas such as Washington, D.C., Baltimore, and Philadelphia, and only four hours to New York City and Richmond. Thousands visit here each year, as our beach resorts are often referred to as "The Nation's Summer Capital."

Work Here, Live Here...

So, who wouldn't be excited to live — and do business — in our land of opportunity and pleasant living? With a business-friendly environment, shovel-ready infrastructure, low property taxes, business parks and other amenities such as rail and air service, Sussex County is a great place to grow your business, live and raise your family.

Great Incentives...

In the past two years, Sussex has ramped up its business incentives to include:

- Economic Development Zones
- Opportunity and HUB Zones
- Downtown Development Districts
- Low-interest Loan Program
- Designated Foreign Trade Zones Business Park

What's more, many of these incentives can be stacked to maximize your investment.

Why Do Executives Choose Sussex?

You'll find reason after reason to consider bringing your business to Sussex County or expanding here. From our outstanding residential communities to shovel-ready business parks, a well-trained and abundant workforce, low taxes, and a business-friendly climate, you see why so many others are relocating to Sussex County.

III. Instructions for Proposals

Interested parties must submit six (6) copies of written proposals. Each written proposal must be submitted by no later than 12:00 p.m. EST on March 20, 2023, in a sealed envelope, addressed to William Pfaff, Economic Development Director, Sussex County Administrative Office Building, 2 The Circle, P.O. Box 589, Georgetown, DE 19947. Each sealed envelope containing a proposal must be plainly marked on the outside as "**Economic Development Strategic Planning Services RFP**" and "**Confidential**" and bear the name and address of the respondent. If sent by mail, the sealed envelope should be sent by certified mail and be indicated as received on the certified receipt prior to the Bid Opening. Late proposals and FAX proposals will not be accepted. Proposals will be publicly opened, read aloud, and shall record only the name of the respondent(s). All other information shall be confidential.

In its sole discretion, the County may extend the time and place for opening of proposals from that described in the advertisement by providing not less than two (2) calendar days' notice, by posting an Addendum on the County's website and by providing notice thereof by certified delivery, or other electronic means such as email, to those potential respondents who obtained copies of the RFP and provided notice thereof to William Pfaff at the email address provided herein.

Any changes, amendments, or modifications to a proposal must be made in writing, submitted in the same manner as the original response, and conspicuously labeled as a change, amendment, or modification to a previously submitted proposal. Changes, amendments, or modifications to proposals shall not be accepted or considered after the time and date specified as the deadline for submission of proposals.

Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Economic Development Director. The County reserves the right to reject any and all bid proposals, to waive any informalities in bids received, except with respect to the date, time and place where the documents are submitted, to cancel this RFP in whole or in part, to reissue this RFP and/or to accept or reject items of bids received. In the event this RFP is cancelled in whole or in part prior to the opening of proposals, all respondents shall receive a notice of cancellation and all proposals received shall be returned to the respective respondents unopened.

Proposed Schedule:

RFP Release Date:	February 24, 2023
Final Date for Questions Related to RFP:	March 10, 2023, 12:00 p.m., EST

Proposal Deadline:	March 20, 2023, 12:00 p.m., EST
Proposal Review Date:	March 21, 2023 (by EDPC)
Consultant interviews:	March 27, 2023
Selection of Consultant:	March 30, 2023
Sussex County Council Actions:	April 18, 2023 (if needed)
Estimated Date of Contract Execution and Project Start Date:	April 24, 2023

IV. Project Information - Scope and Deliverables

A. Perform community assessment and provide summaries for the following:

1. General stakeholder survey/interview/focus group;
2. Existing local policies, processes, and regulation;
3. Existing and planned infrastructure;
4. Current land use and policies;
5. Local Land and buildings availability/inventory;
6. Existing economic base and competitive advantages;
7. Location for commercial and industrial growth;
8. Regional competition and competitive advantage;
9. Special initiatives for economic growth; and
10. Evaluation of local and regional labor characteristics, market trends, employment development resources and workforce training opportunities.

B. Areas of focus shall, at a minimum, include the following:

1. Existing business retention and expansion;
2. New business attraction;
3. Community Development;
4. Workforce;
5. Workforce programming;
6. Workforce Training Center;
7. Education;
8. Gaps in economic development needs vs. economic development resources;
9. Broadband;
10. Land use;
11. Water and Sewer needs as it relates to business;
12. Shovel Ready sites;
13. Permit process (State, County and local);
14. Incentives;
15. Health Care;
16. Distribution/warehousing/logistics/cold storage; and
17. Business Parks/ industrial sites inventory.

- C. Guide the County in the development of an Economic Development Strategic Plan.
- D. Upon completion of the foregoing, the selected Respondent shall create and deliver Economic Development Strategic Plan to the County.

V. Required Submittals

The following items must be submitted with the respondent's package:

- A. A brief letter of interest providing a subjective discussion of your firm's capabilities to provide the proposed services in one page or less.
- B. Submit descriptive summary and technical information on similar services that your company has successfully completed within the last five (5) years. Include contact information for references. Keep all information relative to the type of projects described in this packet.
- C. Provide a subjective discussion of your firm's understanding of the issues facing Sussex County as outlined in Section IV., Project Information - Scope and Deliverables, set forth herein, and how they should be addressed.
- D. Provide a letter detailing the litigation history of your firm. The letter shall list any lawsuits or claims that have been filed or asserted against your firm (or any member of your firm) in the last five (5) years. Please summarize the nature of the claim or suit and specify the outcome.

The Respondent shall submit six (6) copies of this comprehensive package for delivery to the Sussex County Administration Building prior to the local time and date shown in the public advertisement for this contemplated work. Respondent comprehensive packages or other supplemental information received by the Sussex County after the local time and date shown in the public advertisement will not be considered in the selection process for this project. All submissions shall comply with the requirements set forth in Section III.

VI. General Information

- A. Prime Responsibility: The selected Respondent will be required to assume full responsibility for all services and activities offered in its proposal(s), whether or not provided directly. Further, the County will consider the selected respondent(s) to be the sole point of contact with regard to contractual matters.
- B. Assurance: Any agreement executed under this RFP must be carried out in full compliance with all laws of the State of Delaware.
- C. Independent Contractor: In performance of the work, duties and obligations assumed by the selected Respondent, it is mutually understood that the selected Respondent, and all of the selected Respondent's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint

venture, partner or associate of the County.

- D. Amendments and Addenda to the RFP: If the County finds it necessary to revise any part of this RFP, an amendment or addendum will be provided to all potential Respondents known to have received the RFP. Amendments and addenda will also be posted on the County's website in the Request for Proposals section (www.sussexcountyde.gov/legal-notices/bids).
- E. Incurred Expenses: Neither the County nor any of its offices or employees shall be responsible for any cost incurred by a Respondent in preparing and/or submitting a proposal.

VII. Insurance Requirements

The selected Respondent shall be required secure, maintain and provide evidence of insurance, acceptable to the County, which shall be included in the contract to be executed by the parties, as indicated below:

- A. Commercial General Liability - \$1,000,000 combined single limit - each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 combined single limit - general aggregate; \$2,000,000 combined single limit - products/completed operations aggregate.
- B. Business Auto Liability Insurance - combined single limit of \$1,000,000 per accident.
- C. Workers Compensation Insurance and Employers' Liability Insurance – Employers' Liability limits not less than \$100,000 each accident for bodily injury by accident; \$100,000 each employee for bodily injury by disease; and \$500,000 policy limit for bodily injury by disease.
- D. Professional Liability-\$2,000,000 annual aggregate.
- E. Umbrella Excess Liability or Excess Liability Insurance - \$5,000,000 each occurrence; \$5,000,000 aggregate other than products/completed operations and auto liability; \$5,000,000 products/completed operations aggregate; and including coverage for commercial general liability, business auto liability, and employers' liability

The following indemnification language shall be made part of the contract to be executed by the parties.

Indemnification: To the fullest extent permitted by law, the Consultant shall indemnify, hold harmless and defend the County and its elected and appointed officials, officers, employees and agents from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) arising out of or resulting from the Consultant's actions or inactions which are in any way related to its role as a Consultant hereunder and its duties with

respect hereto, whether occurring in Sussex County, DE or elsewhere, including, but not limited to, claims, damages, losses, injuries or expenses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible and intangible property, including the loss of use resulting there from, asserted by any person, persons or artificial entity, including, but not limited to Consultant's employees, servants, representatives, guests, invitees, contractors, licensees, visitors, etc. regardless of whether or not such claims, damages, injuries and expenses are caused in part by a party indemnified hereunder.

The selected Vendor shall not commence services until original certificates of insurance evidencing all required insurance has been submitted to and approved by the County. The selected Vendor shall be required to maintain, at its own expense, and provide satisfactory evidence of the required insurance, throughout the term of the contract.

All required insurance coverage must be underwritten by insurers allowed to do business in the State of Delaware and acceptable to the County. The insurers must have a Best's Financial Strength Rating of "A -" or better, and a Financial Size Category of "Class VII" or higher, unless the County grants specific written approval for an exception.

Any deductibles or retentions of \$5,000 or greater are subject to the County's written approval. Any deductible or retention amounts elected by the selected Vendor or imposed by the selected Vendor's insurer(s) shall be the sole responsibility of the selected Vendor.

The County and its elected or appointed officials, officers, directors, employees, agents and consultants shall be additional insureds on primary and non-contributory basis with respect to liability arising out of or in connection with the services provided to the County, except for the workers' compensation, employers' liability and professional liability insurance.

If any liability insurance purchased by the selected Vendor is issued on a "claims made" basis, the selected Vendor must either:

1. Agree to provide certificates of insurance to the County evidencing the above coverages for a period of two years after termination of services. The certificates shall evidence a retroactive date no later than the date services commence; or
2. Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force when services are terminated and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the

endorsement itself. The certificate and copy of the endorsement shall evidence a retroactive date no later than the date services commence.

The selected Vendor will be responsible for loss of or damage to selected Vendor's property, equipment and materials and shall waive all rights against the County and its elected or appointed officials, officers, directors, employees, agents and consultants for loss of or damage to the selected Vendor's property, equipment and materials. Any property insurance policies shall permit waivers of subrogation by endorsement or otherwise.

VIII. Contract and Payment Policies

The following items shall be considered basic requirements for contracts to provide services:

1. County to be billed direct payroll costs actually paid to productive technical employees while performing work on this project. Such costs shall be derived from the hourly rate paid to each productive technical employee multiplied by the number of hours spent in actual productive work on this project. The direct wages and salaries shall include all salaries and wages of productive technical employees assigned to the performance of services under the Agreement, whether such performance is at the consultant's local project office or at the regularly established offices. Payroll costs for clerical employees will not be included here.
2. Any subcontracts are to be billed at actual cost only without markup. No overhead or fixed fee will be charged in addition to the subcontract amount.
3. Negotiated and agreed upon out-of-pocket expenses may include items such as mileage payable at an agreed-upon rate per mile for use of personal motor vehicles operated in accordance with the agreed-upon policy for such expenses including meal and lodging costs for overnight travel required by the project. All allowable direct expenses must be specifically listed in the final contract documents.
4. The contract with the selected consultant must include an upset limit, or not to exceed amount, for each service being performed. The upset limit will include cost of professional services for a particular function as well as a fixed fee to cover profit.
5. Payment for consulting services will be made 30 days after receipt of an approved invoice.

IX. Evaluation and Selection Process

Based on the criteria established, an Economic Development Planning Committee (EDPC) will be selected to read, screen, and rank in writing all proposals. The criteria for evaluation includes: experience and reputation, expertise, price, capacity to perform, credentials and certifications,

familiarity with Economic Development Strategic Planning and location. In accordance with 29 Del. C. § 6982(b), the EDPC shall determine that all applicants meet the minimum qualifications to perform the services. The EDPC shall then interview, at a minimum, the highest-ranked firm and may request a presentation from the firm(s). Interviews and presentations may result in a change of rank. The selection shall be awarded to the respondent with the highest score based on the criteria established and which is most advantageous to Sussex County. The evaluation committee may negotiate with one firm without terminating negotiations with another firm and may negotiate with one or more firms during the same period. At any point in the negotiation process, the EDPC and the requesting department may, at its discretion, terminate negotiations with any and all firms. The County may require the firm with whom it is negotiating to execute a truth-in-negotiation certificate stating the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The contract shall include a provision stating that the original contract price and any additions thereto, shall be adjusted to exclude significant sums where the requesting department determines the contract price was increased due to inaccurate, and other factual unit costs. Such adjustments shall be made within one (1) year following the end of the contract.

X. Evaluation Criteria

Proposals will be evaluated based on the following criteria (maximum of 100 points):

- EXPERIENCE AND REPUTATION - Experience performing the tasks required in the request for proposal. 20 points
- EXPERTISE -Must include expertise on issues unique to Sussex County. 20 points
- PRICE - 18 points
- CAPACITY TO PERFORM - Complete the project in the necessary timeframe. 20 points
- CREDENTIALS AND CERTIFICATIONS - Qualifications of staff, including certifications. - 5 points
- FAMILIARITY WITH ECONOMIC DEVELOPMENT STRATEGIC PLANNING - Demonstrated ability working with public sector clients, with an emphasis on County and State agencies. 15 points
- LOCATION - Proximity to Sussex County, Delaware. 2 points

