



CITY MANAGER'S OFFICE
CITY OF NEWARK

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

REQUEST FOR PROPOSAL (RFP) NO. 24-01

EMERGENCY MANAGEMENT CONSULTANT SERVICES

CITY OF NEWARK
Delaware

REQUEST FOR PROPOSAL NO. 24-01

EMERGENCY MANAGEMENT CONSULTANT SERVICES

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CITY OF NEWARK
Delaware

REQUEST FOR PROPOSAL NO. 24-01

EMERGENCY MANAGEMENT
CONSULTANT SERVICES

NOTICE

The City of Newark will accept sealed proposals for RFP 24-01 (emergency management consultant services) until 2:00 p.m., prevailing time, on Tuesday, August 27, 2024.

A PDF copy of proposal responses to RFP 24-01 will be received by the City Purchasing Division at contracts@newark.de.us until the timeline noted above. Alternatively, six (6) sealed proposal copies can be mailed to the Purchasing Division (220 South Main Street; Newark, DE 19711) by the deadline. The City's preference is a single PDF copy by email in order to keep this process environmentally friendly. Please note that only emails up to 25 MB in size can be accepted.

Regardless of the proposal submission option, one sealed envelope containing basis for fees documents (as outlined in the "BASIS FOR FEES SUBMISSION" section on page 18 of the RFP document) shall be submitted by mail by the above deadline.

All questions/requests for information regarding this RFP must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, August 16, 2024 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

Copies of this request may be obtained from the City's website at www.newarkde.gov/bids.

CITY OF NEWARK
Delaware

RFP NO. 24-01

EMERGENCY MANAGEMENT
CONSULTANT SERVICES

A. PURPOSE & OVERVIEW

The City of Newark has an Emergency Operations Plan, which is due for an update in the immediate future. No Continuity of Operations Plan (COOP) exists for Newark currently. The Newark Police Department (NPD) maintains its own emergency management plans; as such, the Police Department will be involved in the selection of a vendor through this RFP but updating NPD emergency management plans will not be a primary concern.

In order of prioritization, the City is looking at the following items for evaluation purposes and contractual work as awarded through this RFP process:

1. Updating the Emergency Operations Plan and identifying necessary training for staff
2. Creating a COOP for the City of Newark
3. Facilitating training and tabletop exercises for City staff associated with the above emergency management documents

B. CITY BACKGROUND

The City of Newark was chartered in 1758 and is approximately nine square miles in size. Per the Delaware Population Consortium (DPC), the City's population is over 30,000 residents, making Newark the third most populous municipality in the State of Delaware. The city boasts a thriving downtown with a quintessential Main Street, an active economic climate, and strong development activity, with an abundance of top-rated parks and recreation programs and facilities. Newark is also home to the University of Delaware, which is currently the City's largest employer.

Newark is a full-service municipality, operating electric, sewer, water, and stormwater utilities for its service territories, as well as a nationally recognized Police Department and Alderman's Court in the Newark Municipal Center (220 South Main Street; Newark, DE 19711). Newark functions through a Council-Manager form of government, with a non-partisan elected Mayor and six Councilmembers. City Council meetings regularly occur on the second, third, and fourth Mondays of each month, excluding City recognized holidays. For additional information about the City of Newark, please visit the City's website at www.newarkde.gov.

C. MINIMUM VENDOR AND PROPOSAL QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services described herein. All offerors must submit the documentation indicated below within their proposal. Failure to provide any of the required documentation may be cause for the proposal to be deemed non-responsible and rejected.

The written proposal shall, at a minimum, include the following information in order to be eligible for this contract:

1. The vendor/offeror's name and contact person, together with the address, telephone number, and email address of the office from which the services will be provided. Corporate office information shall also be provided, if applicable.
2. A brief history of the vendor/offeror (limit two pages), including organization structure, location of management, and evidence that the firm is authorized to do business in the State of Delaware.
3. Examples of at least three (3) comparable projects with similar scope in design and operation in progress or completed within the past five years for other governmental agencies.
4. Time frame in which deliverables of the project as defined within this RFP can be completed, including the approach to the project and any unusual problems anticipated.
5. The capacity and capability of the offeror to perform the work within the time limitations indicated.
6. A list of references the City may contact to assist in the evaluation of your past performance. For each reference listed, the information provided should consist of the following:
 - a. Name and mailing address of the governmental entity.
 - b. Name and telephone number of your contact person within said governmental entity.
7. Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has found fault, held proceedings, or ruled against the proposer in any matter related to the professional activities of the proposer. Similar information shall be provided for any current or pending litigation or proceeding.

8. A statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a proposer, said proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the proposer would step aside or resign from the engagement or representation creating the conflict. (The City reserves the right to select more than one offeror/vendor to perform the required services to avoid conflict of interest and other similar occurrences.)
9. Fees or fee structure as may be appropriate for the designated service (SUBMITTED SEPARATELY as outlined on page 18).
10. Availability of financial and operating resources as required to complete the work.
11. The ability of the firm to meet statutory or ordinance requirements.
12. A description of the manner in which the City account and/or project would be administered.
13. Other items that may arise as a result of the proposal or interview process.
14. Any additional information that you feel will be beneficial to the City in evaluating your qualifications to provide in response to the RFP.

D. SCOPE OF SERVICES

In addition to the items listed in Section C above, all proposals must be made on the basis of, and either meet or exceed, the requirements contained herein:

1. **Project Overview:** The Emergency Management Consultant/Consulting firm will be responsible for the comprehensive review and update of the City of Newark's Emergency Operations Plan and development of a Continuity of Operations Plan (COOP). The Consultant will ensure that both plans align with current best practices and regulatory requirements, addressing all aspects of the city's response to and recovery from emergencies and disasters.
2. **Primary Responsibilities:** In an effort to enhance the City's resilience to emergencies, the foremost objective of this RFP is to prioritize the comprehensive update of the Emergency Operations Plan. Following the update of the Emergency Operations Plan, the City's second objective is the development of a robust Continuity of Operations

Plan (COOP). Once the COOP is established, the City will concentrate on implementing an array of training programs and conducting tabletop exercises.

While the three (3) primary objectives of this RFP are outlined above, additional responsibilities shall fall on the successful vendor associated with this project. Below is a listing of several, but potentially not all, of the responsibilities Newark expects of the successful vendor:

- a. **Update the Emergency Operations Plan:** Conduct a thorough assessment of the existing **Emergency Operations Plan** to identify gaps, outdated protocols, and opportunities for enhancement. Develop and integrate new procedures that address contemporary threats and ensure operational resilience.
- b. **Continuity of Operations Plan (COOP):** Work with City staff, council members, and response partners like Aetna Hose Hook and Ladder, New Castle County, and the Delaware Emergency Management Agency (DEMA) to develop a COOP for the City.
- c. **Training Programs:** Design and implement comprehensive training sessions for City staff on the revised Emergency Operations Plan and COOP. This includes conducting drills, simulations, and tabletop exercises to reinforce the practical application of procedures.
- d. **Staff Collaboration:** Work closely with City department heads and key personnel to ensure that the Emergency Operations Plan and COOP reflect the specific needs and capabilities of each department.
- e. **Emergency Response Procedures:** Review and revise the City's emergency response procedures. Coordinate with local emergency services, public health officials, and other relevant stakeholders to ensure a unified and effective response strategy.
- f. **Documentation:** Prepare detailed documentation of all revised plans and training materials. Ensure that all changes and updates are well-documented and accessible to all relevant parties.
- g. **Compliance and Best Practices:** Ensure that the Emergency Operations Plan, COOP, and emergency procedures comply with federal, state, and local regulations. Integrate industry best practices to enhance the effectiveness and responsiveness of the Emergency Operations Plan and COOP.

3. Deliverables:

- a. A fully revised and updated Emergency Operations Plan, ready for approval and implementation.
- b. A complete Continuity of Operations Plan, ready for approval and implementation.
- c. A recommended training plan along with materials to assist with future training and records of training sessions conducted.
- d. A comprehensive report detailing the revision process and key changes made.
- e. A comprehensive report detailing recommendations for ongoing updates and training (e.g., recommendations on the number of years between updates, an index example/template for a revision log, etc.).
- f. An emergency contact and resources list that is updated and easily accessible.
- g. One Printed Copy and Digital Copies (editable PDF or Microsoft Word document) of all documents.

4. Timeline:

The City's goal for the Consultant is to complete all deliverables within 10-12 months of award and contract execution. Proposers should include in their proposal how they intend to complete the work associated with this RFP within said timeline, with milestone details and deliverables clearly outlined.

5. Review and Reporting:

- a. Monthly progress reports to the City Manager's Office.
- b. Presentation of the draft updated Emergency Operations Plan and COOP to City officials for feedback.
- c. Final presentation of the updated Emergency Operations Plan and COOP to City Council for adoption.

6. Support and Coordination:

- a. The consultant will coordinate directly with the representative designated by the City Manager's Office and other relevant departments.
- b. The City will provide access to existing plans, facilities, and personnel as needed and able to support the completion of this project. Advance notice of plan, facility, or personnel requests will need to be identified to the City Manager's Office as soon as reasonably possible to ensure coordination of staff or other materials are available.

E. **GENERAL REQUEST FOR PROPOSAL INFORMATION & PROVISIONS**

1. **INQUIRIES/REQUESTS FOR INFORMATION & ADDENDA**

All inquiries/requests for information regarding this RFP must be submitted via email to contracts@newark.de.us by 5:00p.m. on Friday, August 16, 2024. These inquiries will be passed along to relevant staff for their review. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received. Any answers deemed necessary will be provided via addendum prior to the bid opening date.

Any changes to the RFP documents shall be made by written addendum no later than four (4) calendar days prior to the submission deadline, which may be issued with extensions to the bid submittal date (if necessary) to allow adequate time for review and response. Submitting firms shall bear the entire responsibility for being sure they have received all such addenda. **Submitting firms are responsible for submitting a signed letter listing the addenda received for this RFP.** All addenda will be posted on the City website at www.newarkde.gov/bids. After the proposals have been received, no claim that the submitting firm did not have complete information will be considered. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

2. **AWARDS**

The City Manager's designee will review each of the proposals submitted and make a recommendation to the City Council on the disposition of the proposals. The City shall have the full authority to award projects to the firm who, in the sole judgment of the City, best meets the specifications and conditions of this RFP. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served. All proposals shall remain firm for ninety (90) calendar days after the opening of proposals.

3. **REJECTIONS OF PROPOSAL(S) AND IRREGULARITIES**

The City reserves the right, at its sole discretion, to reject any or all proposals if deemed to be in the best interest of the City to do so. The City may also waive any irregularities, defects, informalities, technical defects, and/or clerical errors, as well as accept any portion or all items in a proposal, if deemed in the best interest of the City.

4. MULTIPLE CONTRACTS

The City reserves the right to enter into contract with more than one firm in order to avoid potential conflict of interest issues and to ensure that the City receives adequate representation to perform the scope of services involved with each project.

5. CANCELLATION OF RFP

The City of Newark reserves the right, at its sole discretion, to cancel this RFP in whole or in part prior to the execution of a contract.

6. ASSIGNMENT

The firm shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

7. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful firm will become a part of any agreement as a result of these specifications.

8. PROPOSAL CHANGES OR WITHDRAWALS

Any proposal may be withdrawn, modified, and/or resubmitted prior to the proposal submission deadline by written request, signed in the same manner and by the same person who signed the proposal. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) calendar days after the opening of proposals, or until one or more of the proposals have been accepted by the City of Newark, whichever occurs earlier.

9. TERMINATION OF CONTRACT

If through any cause, the firm selected to contract with the City through this RFP shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.

10. ACCOUNTING RECORDS

Any individual task orders or material costs will be negotiated based on the submitted "Basis for Fees."

11. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

12. COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

The successful proposer shall comply with all the specifications, terms, and conditions of this RFP, as outlined herein. Proposers are further required to complete/submit all information requested in this RFP. Furthermore, vendors shall thoroughly examine and be familiar with the City's specifications as outlined herein. The failure or omission of any vendor to examine this document shall in no way relieve the vendor of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

13. APPROVAL

In the event that City Council is required to approve the award of a contract based on this RFP, the selected Firm(s) may be required to attend the Council Meeting to address any questions. Costs for attendance shall be incorporated in the proposal.

14. ADVERTISEMENTS

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

15. EEO AND BUSINESS LICENSES

The firm submitting a proposal shall possess all required business or other licenses to do business in Newark and Delaware and also shall be a fair and equal opportunity employer. Specifically, the firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies and agrees to not hold the City of Newark liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.

16. NON-COLLUSION

The firm submitting the proposal shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

17. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The City will work with the selected firm to establish an agreed-upon time schedule for the completion of each task prior to the issuance of individual purchase orders. Liquidated damages of one-hundred dollars (\$100) per day may be assessed to the contractor for each day the contract is extended beyond the completion date agreed upon by both parties. Such damages shall be payable to the City immediately upon notice of a breach of contract completion timelines. Liquidated damages shall not be considered a penalty, but rather a reasonable estimate of the damages that would be suffered by the City in the event of a breach. The City and the contractor shall acknowledge that the actual damages resulting from a breach may be difficult to ascertain and that this provision represents a reasonable estimation of such damages. This provision shall not limit the City's right to pursue any other remedies available under law or equity.

18. AMENDMENT

This contract may be modified or amended if made in writing and signed by all parties. Any agreed-upon additional items and/or services or other additions or modifications to this agreement, together with estimated prices current at the time of change where possible, shall be agreed to in writing.

19. EXCEPTIONS & OMISSIONS

Any and all exceptions which are taken to the specifications and terms and conditions outlined herein shall be noted in the space provided on the proposal form. The listing of any exception may be grounds for rejection of a bid.

The submitting firm recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this request for proposal must be strictly addressed by the firm with the submittal of its proposal.

20. INDEMNITY

The firm shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the firm, its officers, agents, employees in the performance of the contracted agreement.

21. FORCE MAJEURE OCCURRENCE

Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a "force majeure occurrence" means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusual weather; or other unusual events outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

22. SEVERABILITY

If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

23. CYBER SECURITY REQUIREMENTS

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

- iii. Provide the City a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than three (3) business days following notice of the breach.
 - iv. Meet and confer with appropriate City representatives regarding required remedial action in relation to any such data breach without unreasonable delay.
 - v. Reimburse the City for all costs and damages as a result of the data breach, including all costs associated with the investigation, response, and recovery from the data breach.
- g. Notwithstanding any other provision of this contract, there shall be no monetary limitation of the awarded vendor's liability for the vendor's data breach that results in any unauthorized public dissemination of PII.

24. ADDITIONAL LIABILITY INSURANCE REQUIREMENTS

- a. The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$500,000 Per Accident
\$500,000 Per Illness, Employee
\$500,000 Per Illness, Aggregate

The Contractor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Injury Limit
 \$2,000,000 Annual Aggregate Limit
 \$2,000,000 Products-Completed Operations Limit
 \$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner) and all other parties required of the Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

- c. Contractors shall provide a valid COI regardless of ability to meet federal, state, and local personally identifiable information (PII) encryption requirements and shall present a valid certificate of cyber liability insurance at the levels indicated below. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. **If there are no PII records housing requirements for this contract/RFP, no cyber liability insurance shall be required;** if the actual number of PII records housed by the awarded vendor exceed the anticipated number, it is the Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that the Contractor fails to obtain sufficient coverage, the Contract shall be liable to cover damages up to the required coverage amount.

Number of PII records housed by Contractor	Level of cyber liability insurance required (occurrence = data breach)
1 - 2,500	\$1,000,000 per occurrence
2,501 – 10,000	\$2,000,000 per occurrence
10,001 – 50,000	\$3,000,000 per occurrence
50,001 – 100,000	\$4,000,000 per occurrence
100,001 – 500,000	\$15,000,000 per occurrence
500,001 – 1,000,000	\$30,000,000 per occurrence
1,000,001 +	\$100,000,000 per occurrence

- d. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s) and retroactive if claim is made afterward. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

25. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29, Section 6962, of the Delaware Code regarding preference for Delaware Labor shall pay a penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

26. VENDOR REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

If this RFP is funded through the State Revolving Loan Fund, a federal grant, or any other federal funding, the awarded vendor and subcontractors must be registered at www.sam.gov before contract agreements are signed. The awarded vendor and subcontractors must also show proof of SAM registration and good standing through the SAM portal before contract agreements are signed. SAM (System for Award Management) is the primary supplier database for the U.S. Federal Government.

The City of Newark shall not conduct business with vendors that are debarred or otherwise flagged/blacklisted if the project is funded using federal money. If a vendor or subcontractors are determined to be debarred at any point during the term of a contract, this will be seen as grounds for termination of the contract, and potentially grounds for termination from other contracts held with the City, if any.

27. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date. If applicable, upon written request from the Contractor, payment for material stored on site may be made at 50% of the material's invoice price; full payment will be made after the material is installed. Payment for all services complete or goods received will be made within thirty (30) days of final acceptance by the City.

The City of Newark will not disperse payment to any vendor via paper check. As such, all contractors acknowledge that electronic fund transfer (EFT) payments are acceptable. The successful bidder will be required to submit EFT payment information to the City at the time of contract execution.

28. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

F. EVALUATION CRITERIA

A Selection Committee, as designated by the City Manager's Office, will review and score proposals and make a recommendation to City Council. The City reserves the right to reject any/all proposals received and to award the contract to the firm that the City believes will offer the best value for the scope of work. Decisions of the selection committee shall be final, subject only to the approval of the City Manager, Mayor, and City Council.

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

- 1. Understanding of Project Scope and Requirements (Point Range: 0-20):**
 - Evaluation of how well the proposal addresses the specific requirements outlined in the scope of services.
 - Clarity and completeness of the proposer's approach to updating the COOP and enhancing emergency response procedures and training.
- 2. Reputation and Experience (Point Range: 0-25):**
 - Assessment of the firm's previous experience and success in managing similar emergency management projects/consultations.
 - Quality and relevance of the three comparable projects provided as references.
- 3. Methodology and Project Management (Point Range: 0-20):**
 - Suitability of the proposed methodology for achieving the project objectives within the specified timeline.
 - Quality of the project management plan, including risk identification and mitigation strategies.

4. **Qualifications of Key Personnel (Point Range: 0-20):**

- Education, experience, and qualifications of the project manager and key staff assigned to the project.
- Relevance of the team's skills and their previous collaborative experiences to the project's requirements.

5. **Local Understanding and Availability (Point Range: 0-15):**

- Demonstrated understanding of the Newark community and its specific emergency management needs.
- Proximity of the office from which the project will be managed and the availability of the personnel.

G. PRESENTATIONS

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

Following presentations, the evaluation committee will update their scores and submit their final rankings for consideration of the City Manager, Mayor, and Council.

H. EVALUATION COMMITTEE

The proposals will be evaluated by a Committee comprised of the following:

1. Chief Procurement & Projects Officer or designee
2. City Manager or designee
3. Chief of Police or designee
4. Director of Public Works & Water Resources or designee
5. Director of Planning & Development or designee
6. Chief of Community Engagement

I. BASIS FOR FEES SUBMISSION

In a separate envelope (see below), the firm shall provide "Basis for Fees" documentation including sufficient detail to provide the broad array of services anticipated in this solicitation. The Basis for Fees shall be broken down to separate all requested services: (1) Update of the Emergency Operations Plan and identification of needed training by position type, (2) Creation of a Continuity of Operations Plan (COOP); and (3) Training

programs and tabletop exercises for staff related to the above documents created. Fee-related information shall not be submitted within the actual proposal submitted.

If the City requests that the selected vendor render services other than those specifically covered in the contract resulting from this RFP, such additional services shall be compensated separately on terms agreed upon between the selected vendor and the City.

J. DEADLINE FOR SUBMISSION AND NUMBER OF COPIES REQUIRED

1. As a PDF file, send the RFP response proposal titled “RFP 24-01: Emergency Management Consultant Services” to contracts@newark.de.us. Please note that only emails up to 25 MB in size can be accepted—if file sizes are larger than 25 MB, attachments should be broken into multiple emails.
 - a. Alternatively, in one sealed envelope, provide six (6) copies of the proposal marked “RFP 24-01: Emergency Management Consultant Services”
2. In a separate and sealed envelope, provide three (3) copies of the firm’s Fee Schedule marked “BASIS FOR FEES: RFP 24-01: Emergency Management Consultant Services”
3. Emailed PDFs and mailed items must be received by the Purchasing Division on or before 2:00 p.m. on Tuesday, August 27, 2024. Again, the email address PDFs of RFP 24-01 proposals must be sent to is contracts@newark.de.us and the mailing address sealed basis for fees documents (and, optionally, paper copies of RFP 24-01 responses) is:

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