

KENT COUNTY LEVY COURT

555 Bay Road

Dover, DE 19901



REQUEST FOR PROPOSALS  
**Legal Services**

Issue Date: June 2, 2025

Proposal Deadline: July 2, 2025

## **SECTION I. Overview**

Kent County, Delaware hereby solicits proposals from legal firms to represent the Levy Court, Regional Planning Commission, and Row Offices as their legal counsel. Firms may submit proposals for all the requested services (Levy Court, Regional Planning Commission, Row Offices) or individual services.

### **Proposal Submittal**

Proposals will be received by Sarah E. Keifer, Director of Planning Services, 555 Bay Road, Dover, DE 19901, until 4:00 P.M. on July 2, 2025 at which time the proposals will be publicly opened, read aloud, and recording only the name of the respondent(s). All other information shall be confidential. Proposals must be sealed and clearly marked, "Proposal for Legal Services". Respondents must submit five (5) paper copies and an electronic copy.

### **Miscellaneous Requirements**

The County will not be responsible for any expenses incurred by an attorney or firm in preparing, submitting, or presenting a proposal. All proposals shall provide a straightforward, concise delineation of the attorney's or firm's capabilities to satisfy the requirements of the request. Any attorney or firm who submits a proposal in response to this RFP may be required to make oral presentations and/or answer questions about their proposal at a Levy Court meeting (to be determined) or upon request.

### **Qualifications Of Legal Counsel**

The County Attorney shall be an attorney and counselor at law of the courts of the State of Delaware. The legal firm shall incorporate within their proposal an outline of the size and experience of the law firm to include resumes of legal staff with whom we will be working, as well as a listing of municipal/county clients and other references (with addresses and phone numbers). The proposal shall make note of the firm's expertise in the public sector.

**Questions:** All questions should be in writing and directed to the Director of Planning Services at [Sarah.Keifer@kentcountyde.gov](mailto:Sarah.Keifer@kentcountyde.gov). Any answers shall also be in writing. Kent County reserves the right to not answer.

## **SECTION II. Scope of Services**

Illustrative examples of the anticipated services include:

1. **Advise the County:** Advise the County Commissioners, Regional Planning Commission, County Administrator, Row Officers, and Department Heads upon all legal questions arising in the conduct of County business.
2. **Give Opinions:** Give an opinion upon any County legal matter or question submitted to him/her by the County Commissioners, Regional Planning Commission, County Administrator, Row Officer, or Department Heads.

3. **Attend Meetings:** As requested, attend, or have a knowledgeable associate attend, Levy Court and/or Regional Planning Commission meetings to provide legal guidance where necessary.
4. **Prepare Legal Instruments:** Prepare for execution all contracts and instruments to which the county is a party when requested by the County Administrator.
5. **Make Reports:** Immediately report to the County Administrator and County Commissioners, the filing of any litigation against the County, as well as the outcome of any such claims.
6. **Keep Records:** Keep a complete record of all suits in which the County has or has had an interest, giving the names of the parties, the Court where brought, the nature of the action, the disposition of the case, or its condition, if pending, and the briefs of counsel. Keep a complete record of all written opinions furnished by him/her and of all certificates or abstracts of titles furnished by him/her to the County, or any department or official thereof.
7. **Deliver Records to Successor:** Deliver all records, documents and property of every description in his/her possession, belonging to his/her office or to the County, to his/her successor in office, who shall give him/her duplicate receipts therefore, one of which he/she shall file with the County Administrator.
8. **Informal Duties:** It is understood that added to this list of formal responsibilities are the informal activities expected of the County Attorney, including counseling elected officials, County Administrator, and Human Resources; instructing officers and employees in the elements of public law and examining intergovernmental activities.
9. **Unauthorized Activities:** It is specifically noted that answering inquiries from the general public and the press is outside the purview of the position of County Attorney and that he/she shall refer such inquiries to the County Administrator, unless otherwise instructed by the County Commissioners.

### **SECTION III. RFP Submittal Requirements**

#### **A) Contact Information**

- 1) Name of proposing firm
- 2) Mailing Address
- 3) Physical Address
- 4) Phone
- 5) E-mail
- 6) Name of primary lawyer proposed as County Solicitor
- 7) Estimated percentage of time he/she spends on municipal legal affairs

#### **B) Financial Considerations**

- 1) Proposed Cost per Hour:
- 2) County Solicitor
- 3) Associate Attorney
- 4) Paralegal
- 5) Others

#### **C) Professional Liability Insurance**

- 1) Insurance Carrier

- 2) Limits

**D) Travel**

- 1) How will your firm bill for travel time?
- 2) Attorneys' rates
- 3) Mileage rate

**E) Attachments**

- 1) Required:
  - a) Outline of the size and experience of the law firm
  - b) Resumes of legal staff with whom we will be working
  - c) An explanation of how your firm envisions the legal transfer of authority and responsibility in the absence or inability to act of the appointed County Attorney
  - d) An explanation of how the County will be billed for consultations between two attorneys who are both members of your legal firm.
  - e) Listing of municipal and county clients and other references (with addresses and phone numbers).
- 2) Optional:
  - a) Alternate compensation arrangements

- F) Submittal Due Date.** All submittal packets must be received, sealed by Kent County before 4:00 p.m. on July 2, 2025. Send or deliver five (5) paper copies and an electronic copy to:

Sarah Keifer  
Director of Planning Services  
Kent County Levy Court  
555 Bay Road  
Dover, DE 19901

All submitted proposals become the property of KCLC as public documents and Bids will be available for public inspection after a fully executed contract with successful firm(s) is in place.

- G) Questions.** The Director of Planning Services shall be the point of contact for questions, suggestions, and requests. All questions shall be submitted in writing via email. Send written communication to him at: Sarah.Keifer@kentcountyde.gov.

**SECTION IV. Evaluation Criteria**

**Selection:** Kent County's selection will be based on its evaluation of the written proposal, the firm's qualifications and experience, client references, and overall fee structure. The County reserves the right to reject any or all proposals and to select the legal firm deemed to have submitted the most qualified proposal (fee and other factors considered), when in the judgement of the County such an award is in the best interest of the general public. The County reserves the right to negotiate separately in any manner necessary to serve the best interests of the County.

Proposals will be evaluated, scored, and ranked in accordance with the degree to which each proposal received complies with and satisfies each of the following metrics:

- A) Experience and reputation - 20 points
- B) Quality of the firm to perform requested duties - 20 points
- C) Capacity to perform - 20 points
- D) Credentials and experience - 20 points
- E) Price – 20 points

A Selection Review Committee will review RFPs received for completeness, quality, and accuracy utilizing a standardized review and scoring process and will make an award recommendation to the Kent County Levy Court for the respondent whose proposal is judged to be in the best interest of the County, based upon criteria set forth herein and the most advantageous cost proposal. The Levy Court reserves the right to select multiple firms as deemed appropriate to meet the needs of Kent County.

It is anticipated that review and evaluation of the submitted proposals will be completed within 60 days of the Submittal Date, unless it is determined by the County Administrator that the complexity of the proposals requires additional time for review.

## **SECTION V: GENERAL INFORMATION AND INSTRUCTIONS**

### **A) Issuing Office**

This request for proposals is being issued through the Administration Office of KCLC. Unless otherwise specified, Sarah E. Keifer, Director of Planning Services is the sole point of contact for the purposes of the RFP and subsequent responses will be in writing.

### **B) Cost of Preparing Proposal**

The cost of developing and submitting the proposal is entirely the responsibility of the Respondent. This includes costs to determine the nature of this engagement, preparation of proposal, submission of proposal, negotiation for the contract, and all other costs associated with this RFP and responses thereto. All responses will become the property of the KCLC and may be a matter of public record subsequent to award of the contract(s) or rejection of all proposals.

### **C) Independent Hourly Rate Schedule Determination**

A proposal will not be considered for award if the Hourly Rate Schedule was not arrived at independently and without collusion, communication or agreement as to any matter related to such prices with any other vendor, competitor or public officer. The firm/company must include a certified statement in the proposal transmittal letter certifying that the proposal was arrived at without any conflict of interest.

### **D) Preparation of Proposals**

- 1) Firms may submit proposals for all the requested services (Levy Court, Regional Planning Commission, Row Offices) or individual services.
- 2) Responses should provide a straightforward, concise description of Respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of the RFP, without additional explanation, will not be considered sufficiently responsive.
- 3) Except for communications specifically authorized herein pertaining to the preparation and submittal of a Proposal, Respondents to this RFP 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 RFP advertisement period and Selection Process as indicated in this RFP. Failure of a Respondent to adhere to this provision may result in the Respondents' disqualification from further consideration.

#### E) Disqualification

Kent County reserves the right to reject any and all proposals and to decide whether or not to enter into contracts and the terms of any such contracts in its sole and unfettered discretion. The County will award, if at all, based on the best value proposal. Kent County reserves the right to disqualify any submission that fails to meet the minimum submission requirements as stated in this RFP. Late submissions will not be accepted and will be returned unopened.

#### F) Errors in Proposal Preparation

KCLC has the right to rely on any price quotes provided by respondents. The respondents may be responsible for any mathematical error or incorrect extension of any calculations leading to the responder's price quotes. The County reserves the right to reject proposals which contain errors.

#### G) Appearance Before KCLC Committee

Any or all respondents may be required to appear before one or more KCLC Committee(s) to explain the respondent's understanding of and approach to the RFP and/or respond to any questions regarding the proposal submitted.

#### H) Insurance

The successful Respondent awarded the Contract pursuant to this Solicitation shall be responsible for keeping in force a general comprehensive policy insuring against personal injury and property damage in an amount no less than one million dollars (\$1,000,000). In addition, the firm/company shall be required to obtain and keep in force for all non-County employees and workers, workers compensation and other required insurance in the minimum limits required by State law. The

firm/company shall be required to submit a certificate of insurance, naming the County as an additional insured, prior to the signing of the final contract.

I) Unavailability

The attorney or firm must also provide advance notification to the County Administrator of times when counsel will be unavailable (e.g. vacations, professional conferences, etc.), and the name(s) of legal counsel who will handle County legal affairs in their absence.

J) Specialized Counsel

The County shall not be restricted from appointing specialized counsel when, in the judgement of the County, the need arises.

K) Indemnification

1) The Respondent awarded the Contract pursuant to this Solicitation shall indemnify and hold harmless KCLC, its officials and employees from the following:

- (a) Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Respondent Firm/company, its employees, agents or subcontractors, and
- (b) Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the firm/company, its employees, agents or subcontractors. The firm/company shall, upon completion of work, provide the County with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the program, if any.

L) Awards

Awards will be made by the KCLC consistent with 9 Del. C. '314 (d) and based upon the best interest of Kent County. The KCLC reserves the right to reject any or all responses to the RFP, for whatever reason deemed by it to be appropriate, and shall not be obligated to return any material in connection with this request.

M) Execution of Services Agreement/Contract

Award of a Services Agreement/Contract to the successful firm/company(s) shall be contingent upon finalization of mutually agreeable terms and conditions set forth within a written Services Agreement/Contract that is fully executed by the successful Respondent and KCLC.

N) Addendum to RFP

KCLC reserves the right to amend the RFP prior to the Submittal Due Date for responses. If it becomes necessary to revise any part of this RFP, an addendum shall be provided to all potential vendors who have requested and have been sent a copy of this RFP. All Respondents shall include acknowledgment of all addenda as part of this proposal. Failure to acknowledge addenda may be grounds for the disqualification of the proposal.

#### O) Questions

Questions will be accepted in writing via email or by letter up to or before 5:00 PM on June 25, 2025, and will be answered in the mode received (either email response or letter response) no later than June 30, 2025. All questions regarding this Request for Proposal shall be addressed to:

Sarah Keifer  
Director of Planning Services  
555 Bay Road  
Dover, Delaware 19901  
Phone: (302) 744-2471  
Email: [Sarah.Keifer@kentcountyde.gov](mailto:Sarah.Keifer@kentcountyde.gov)