

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
DELAWARE PREMIUM RATE REVIEWS  
ISSUED BY GOVERNMENT SUPPORT SERVICES  
CONTRACT NUMBER DOI15001-RATE\_REVIEW**

**I. Overview**

The State of Delaware Department of Insurance (“DOI”) seeks professional services for a consulting firm to help assess, study, identify, develop and implement enhancements and make recommendations to the DOI’s established health rate review program. This request for proposals (“RFP”) is issued pursuant to 29 **Del.C.** §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: January 28, 2015
Deadline for Questions	Date: February 4, 2015
Response to Questions Posted by:	Date: February 11, 2015
Deadline for Receipt of Proposals	Date: March 2, 2015 at 4:30 PM (Local Time)
Estimated Notification of Award	Date: April 3, 2015

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREPROPOSAL MEETING**

A mandatory pre-proposal meeting has not been established for this Request for Proposal.

**II. Scope of Services**

Pursuant to 18 **Del.C.** §307(b), the Delaware Department of Insurance is issuing this Request for Proposals (“RFP”) seeking a consulting firm to help assess, study, identify, develop and implement enhancements and make recommendations to the DOI’s established health rate review program.

The DOI consists of five divisions: (1) the Bureau of Company Examination, Rehabilitation & Guaranty; (2) the Consumer Services & Investigations Division; (3) Market Regulation; (4) the Fraud Prevention Bureau; and (5) the Bureau of Captive and Financial Insurance Products.

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**A. OVERVIEW**

1. The State of Delaware currently has an approved Rate Review Program in place for conducting health insurance premium rate reviews. This process is intended to guide the Department of Insurance (“DOI”) examiners through an effective evaluation of proposed health plan rates. It also provides consumers with access to select insurance company information and proposed rate increases via the DOI website.

Delaware’s Insurance Commissioner has the authority to approve/deny initial rates and subsequent rate increases by the issuers, health service providers and HMOs. Final rate determinations take into account not just the issuer-specific actuarial arguments and data, but also the market-wide comparison, to help ensure that the market as a whole is not negatively impacted by the rate determinations. The state also has rate review filing and disclosure deadlines for plans sold both inside and outside Delaware’s Health Insurance Marketplace to mitigate the potential for collusion or unfair competitive practices.

2. The purpose of this RFP is to select a consulting firm to help assess, study, identify, develop and implement enhancements and make recommendations to the DOI’s established health rate review program. Additionally, to help review components of the DOI rate review process including transparency and all related information technology, data management processes, regulatory and management reporting requirement processes. The proposal must demonstrate an understanding of the nature of this project and the outcomes expected to be produced. The proposal must demonstrate actuarial and related information technology experience as well as the ability to gather quantitative and qualitative data as it relates to the rate review process. DOI will endeavor to create maximum transparency to the public in the health insurance rate review process. This will include, but not be limited to, the DOI website, outreach, public relations, education, and public hearings on relevant requests for rate increases.
  - a. Assessment will include DOI resources, legislation and regulations;
  - b. Actuarial review process; and
  - c. DOI website related to rates:
    - i. Improvement in current reporting and data collection systems;
    - ii. Development of an innovative data system which will house rates, related increases filed for use;
    - iii. Review of SERFF for optimal utilization to allow accurate and timely analysis and reporting; and
    - iv. Tracking required PPACA data, rate filing information, national and state trends and patterns.

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- d. Improving the DOI's system capabilities to procure and implement software for premium rate comparisons to enhance the rate review process and provide rate information that will give a better picture of the Delaware Individual and Small Group marketplace;
  - e. Implementing a longitudinal rate repository database and reporting capabilities that will allow the DOI to conduct in-depth analysis of rates and the factors that impact them, such as claims and utilization;
  - f. Improving the methodology used to analyze rate-related data;
  - g. Determine potential impact that carrier violations of the medical loss ratio (MLR) on future rate review processes and/or actuarial calculations;
  - h. Core reporting capabilities; and
  - i. Level of consumer service:
    - Appropriateness of data currently utilized by carriers in their rate request submissions.
3. Develop a plan of implementation for changes as a result of the recommendations:
    - a. Recommendations must be specific and compatible with state and federal regulations; and
    - b. Must provide recommendations for transparency that are compatible with federal regulations.
  4. Assessing the impact of the ACA and Marketplace standards on QHPs rates.
  5. Leveraging the agency's website to promote greater transparency.
  6. Developing and implement a more detailed Rate Review procedures manual.
  7. Improving DOI stakeholder and consumer engagement through enhanced communication protocols and tools.
  8. Leveraging rate-related data to support federal and state trend analysis on premium rates and plan/issuer participation in the Exchange, as well as to inform statewide policies and healthcare-related initiatives.
  9. Assess and enhance to the extent possible the process for objective, prompt, thorough, and accurate review and approval of rates, using the following strategies:
    - a. Study the history of rates, enrollment, benefit patterns, actuarial values, and expenses to include compliance for State QHP standards both inside and outside the marketplace.
    - b. Updates to current rate review procedures manual and ongoing training to staff.

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- c. Assessing the impact of Delaware specific quality health plan/essential health benefit (QHP/EHB) standards on rates and providing additional marketplace plan information regarding pricing to consumers.
  - d. Research and propose changes to the statute and requirements for rate filing information to support enhanced analytical models/predictions.
  - e. Review rate filings against the market as a whole and impacts of the marketplace and Affordable Care Act ("ACA").
10. Enhance transparency and provide readily accessible and consumer friendly information to the public, enrollees, policyholders, and agency stakeholders to help evaluate proposed rate increases and the reasons the rate increases are approved or not approved.
- a. Develop an interactive rate comparison tool for use by the consumers in shopping for coverage similar to the one that is currently used for auto rates.
  - b. Provide better information to assist consumers in understanding rate increases for Delaware health plans.
  - c. Post information about financial results for the health insurance companies doing business in Delaware. Reports will be available that are broken out by market segment and by company.
  - d. Provide information to consumers.
  - e. Provide recommendations for transparency that are compatible with state and federal regulations.
  - f. Conduct focus groups with consumers and provide assistance with rate increase inquiries.
  - g. Make recommendations to the Delaware Insurance Commissioner regarding the rate review process and QHP management.
11. Improve the DOI's technical capability to support the rate review process by developing a more robust database for collection, analysis, and reporting of critical information about rate review decisions and trends, including the approval and disapproval of proposed rate increases.
- a. Conduct a study of information considered critical, and identify possible additions.
  - b. Implement capability to conduct historical trend analysis.

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- c. Develop enhanced reporting functionality that provides requested information and incorporates flexibility to make future changes to the report to meet new reporting needs.
- d. Develop high-priority reporting to support ease of publishing data to the DOI website and providing comparative data to consumers.
- e. Develop process(es) for identifying trends in the market with the ability to pull out the statistical information on rates, as needed.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

- 1. Proof that the Vendor's organization has been in existence for at least five (5) years.
- 2. Must demonstrate proved experience of similar work requested, such as research-based assessments.
- 3. Must demonstrate proven experience executing multiple research assessments within a specified time-period. Provide examples.
- 4. Must have proven experience of data aggregation and developing an overall, comprehensive evaluation of the findings and recommendations moving toward evidence-based policy recommendations and decisions.
- 5. Within the past three years, have there been any significant developments in your company such as changes in ownership or restructuring? Do you anticipate any significant changes in the future? Please describe.
- 6. The Vendor must submit a list of its Board members and the affiliations and provide updates as they occur.
- 7. Has an employee in your employ ever been disciplined or censured by any regulatory body? If so, describe the principal facts.
- 8. Within the last five years, has the Vendor or an employee in its employ been involved in litigation or other legal proceedings? If so, provide an explanation and indicate the current status or disposition.
- 9. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

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Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

10. Vendor shall provide responses to the Request for Proposals (“RFP”) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
11. Complete all appropriate attachments and forms as identified within the RFP.
12. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the proposal, Section D, Item 6, subsection f.
13. Provide response to Employing Delawareans Report (Attachment 9).

**B. General Evaluation Requirements**

1. Experience of the Vendor in matters related to assessing, studying, identifying, developing and implementing enhancements and recommendations for established health rate review programs during the last five (5) years.
2. Administrative structure of representation (i.e., proposed staffing assignments), soundness of approach to representation and understanding of the needs of the DOI.
3. Demonstrated ability to perform the services referred to under Project Scope and Objectives, including how the Vendor will be prepared promptly to meet tight deadlines and provide reports and invoices to the DOI in a timely fashion.
4. References from at least 3 prior clients/employers.
5. Price and Project Change Management Process.

**C. TECHNICAL PROPOSAL FORMAT**

The following information shall be provided in each Proposal in the order listed below. A potential Vendor is expected to provide a response for each requirement listed in this RFP. Failure to respond to any request for information within this Proposal may result in rejection of the Proposal at the sole discretion of the DOI.

**1. Overview of Technical Requirements**

- a. Describe the Vendor’s familiarity with the rate review requirements provided in the Affordable Care Act and the Delaware health insurance rate filing requirements.
- b. Describe the Vendor’s knowledge of and familiarity with Delaware’s health insurance market.

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- c. Describe the Vendor's knowledge of or experience with the review of health insurance rate filings to determine compliance with both state and federal regulations. Indicate whether the work cited was completed for insurers or regulators. Include a description of the firm's experience with the System for Electronic Rate and Form Filing (SERFF), if any.
- d. Describe the Vendor's actuarial experience with regard to individual health insurance, including any experience with the setting of rates. Indicate whether the work cited was completed for insurers or regulators.
- e. Describe the Vendor's actuarial experience with regard to small employer health insurance, including any experience with the setting of rates in compliance with small employer health insurance rating regulations and inflation trends in the that environment. Indicate whether the work cited was completed for insurers or regulators.
- f. Describe the Vendor's actuarial experience with regard to large group rate setting. Indicate whether the work cited was completed for insurers or regulators.
- g. Describe the Vendor's experience preparing testimony or testifying in public hearings regarding health insurance rate filings. Indicate whether the work was completed for insurers or regulators.
- h. Describe the Vendor's ability to provide actuarial assistance and expertise in the development of a comprehensive system for tracking, monitoring and analyzing rates and rating practices in the Delaware health insurance market. Include a description of the firm's experience and involvement at all stages of the system development, from developing project requirements through implementation.
- i. Describe the Vendor's ability to access and utilize relevant data other than DOI's supplied data for use in rate filing reviews and market analysis.
- j. Describe the Vendor's ability to evaluate and provide actuarial assistance to ensure that rates are appropriate for the populations covered and the benefits provided, including any experience with establishing the actuarial value of rating factors and benefit design or benefit changes.
- k. Describe the Vendor's ability to provide actuarial assistance in the development of a system for enhancing consumer access to pertinent rate filing information.
- l. Describe the Vendor's experience in identifying and applying approved actuarial standards.

**2. Pricing and Project Change Management Process**

This section defines the formal Pricing and Project Change Management Process that will be followed throughout the project. This process governs the method by which changes to project scope, timing, and cost are approved and made a part of this RFP during the course of the project. The awarded Vendor will not perform additional work

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not expressly defined in this RFP unless an approved Project Change Order (“PCO”) governing the change has been approved by both parties.

Upon request from the State of Delaware Project Sponsor or upon identification of a project change by the awarded Vendor Project Manager, a PCO will be developed detailing the justification for the change and the impact of the change to the project including the required revisions to the scope, schedule, and cost. Each PCO will contain a written explanation of the reasons why the awarded Vendor was unable to anticipate the need for additional work, changes, or expenses. The awarded Vendor Project Manager will submit the PCO for review and approval by the State of Delaware Approver. Each PCO shall contain the following written certification:

“I hereby certify that the information reported herein is true, accurate and complete to the best of my knowledge and belief. I understand that these reports are made in support of claims for government funds.”

- a. Once submitted, the State of Delaware Approver will approve or reject such PCO within three (3) business days.
- b. If the PCO is accepted, the State of Delaware Approver will provide a signed copy of the PCO or email approval signifying the PCO has been accepted to the awarded Vendor Project Manager. The PCO is then considered accepted and the project scope and schedule are modified accordingly.
- c. If the PCO is not accepted or rejected within three (3) business days and the State of Delaware Approver does not request additional time to review the PCO, the awarded Vendor Project Team will proceed with the project as if the PCO has been rejected. Rejection of a PCO does not relieve State of Delaware of any fees due. If the project cannot proceed without a decision, the PCO will be tracked and managed as a project issue.
- d. If a delay in approving the PCO is outside of the control of the awarded Vendor and the delay results in additional costs to the project, the awarded Vendor Project Manager will notify the State of Delaware Approver and add the additional costs to the pending PCO. In the event of any delay in approving any PCO, Workforce shall: a) use commercially reasonable efforts to mitigate additional costs due to delays pending approval of a PCO, and b) identify any anticipated additional costs due to such delay in writing. The awarded Vendor reserves the right to suspend work on this project should the State’s approval for a PCO require more than 10 business days from submission and no commercially reasonable option is available to redirect assigned resources to other in-scope activities. In the event the project is suspended pending approval of a PCO, the State shall be responsible for project shutdown and restart costs, said costs to be identified in the PCO. The State of Delaware shall only be obligated to pay reasonable additional costs that have been identified in the PCO.

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

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**1. Public Notice**

Public notice has been provided in accordance with 79 **Del. Laws** Ch.290 § 24.

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFP designated contact.

State of Delaware  
Department of Insurance  
841 Silver Lake Blvd.  
Dover, Delaware 19904  
Attn: Linda Nemes  
RE: Delaware Premium Rate Reviews RFP

Phone: (302) 674-7300  
Fax: (302) 739-6278  
Email: [Linda.Nemes@state.de.us](mailto:Linda.Nemes@state.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors' responses. Vendors shall not contact the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

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Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Offer a Proposal**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to offer a proposal. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

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**1. Acknowledgement of Understanding of Terms**

By submitting a proposal, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **4:30 PM (Local Time) on March 2, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

State of Delaware  
Department of Insurance  
841 Silver Lake Blvd.  
Dover, Delaware 19904  
Attn: Linda Nemes  
RE: Delaware Premium Rate Reviews RFP

Phone: (302) 674-7300  
Fax: (302) 739-6278  
Email: [Linda.Nemes@state.de.us](mailto:Linda.Nemes@state.de.us)

**Vendors are directed to clearly print “PROPOSAL ENCLOSED” and “CONTRACT NO. DOI15001-RATE\_REVIEW” on the outside of the proposal.**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4:30 PM (Local Time) on March 2, 2015**. The proposing Vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

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.

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Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the Vendor at least through April 3, 2015. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

The Agency will conduct a public opening of proposals and complete a public log of the names of all Vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, **Delaware Code**, [Chapter 100](#).

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

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The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the State of Delaware that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the Vendor's proposal will be treated as confidential during the evaluation process. As such, Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del.C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of all Vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the Vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a Vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the Vendor's confidential business information may be lost.

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In order to allow the State to assess its ability to protect a Vendor's confidential business information, Vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by [29 Del.C. § 10002](#), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A Vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any Vendor designation as set forth in this section. Any Vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

## **12. Multi-Vendor Solutions (Joint Ventures)**

Multi-Vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all Vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, Vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-Vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Vendor.

### **a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one "prime Vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-proposing on this RFP. The prime Vendor will be responsible for the management of all subcontractors.

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Any contract that may result from this RFP shall specify that the prime Vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole responsibility of the prime Vendor (awarded Vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section 17 regarding multiple source contracting.

**b. Sub-contracting**

The successful Vendor shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. **The prime Vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary Vendor may not participate in more than one proposal in any form. Sub-contracting Vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The successful Vendor shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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Protests based on any omission or error, or on the content of this solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **February 11, 2015**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or Vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a

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commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 Del.C. [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more Vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) . The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a Vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no Vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

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After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the Vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the Vendor who submits the lowest price or the Vendor who receives the highest total point score, rather the contract will be awarded to the Vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning Vendor will be invited to negotiate a contract with the State of Delaware; remaining Vendors will be notified in writing of their selection status.

**22. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive proposal or bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected for negotiation.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del.C. §§ [6981](#) and [6982](#). The Team may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The Team shall make a recommendation regarding the award to the Insurance Commissioner or her designee, who shall have final authority, subject to the provisions of this RFP and 29 Del.C. § [6982](#), to award a contract to the successful Vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

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The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the proposal evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. 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 Team.

The Team reserves the right to:

1. Select for contract or for negotiations a proposal other than that with lowest costs.
2. Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
3. Waive or modify any information, irregularity, or inconsistency in proposals received.
4. Request modification to proposals from any or all Vendors during the contract review and negotiation.
5. Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
6. Select more than one Vendor pursuant to 29 *Del.C.* §[6986](#). Such selection will be based on the following criteria below:

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

<b>Criteria</b>	<b>Points</b>
Experience of the Vendor in matters related to helping assess, study, identify, develop and implement enhancements and make recommendations to established health rate review programs during the last five (5) years.	<b>45</b>
Pricing and Project Change Management Process	<b>25</b>

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Criteria	Points
Administrative structure of representation (i.e., proposed staffing assignments), soundness of approach to representation and understanding of the needs of the DOI.	<b>20</b>
Demonstrated ability to perform the services referred to under Project Scope and Objectives, including how the Vendor will be prepared promptly to meet tight deadlines and provide reports and invoices to the DOI in a timely fashion	<b>20</b>
References from at least 3 prior clients/employers	<b>10</b>
<b>Total</b>	<b>120</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a Vendor's capabilities, so the responding Vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

The Evaluation Team may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel. If the Vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that Vendor(s) are qualified to perform the required services, selected Vendors may be invited to make oral presentations to the Evaluation Team. All Vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected Vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

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The Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the Vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the Vendor's responsibility.

**D. Contract Terms and Conditions**

**1. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 **Del.C.** Ch. 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded Vendor(s).

**2. General Information**

- a. The term of the contract between the successful Vendor and the State shall be for two (2) years.
- b. The successful Vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected Vendor or Vendors will be expected to enter negotiations with the State of Delaware, which may result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the successful Vendor's or Vendors' response(s) to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the Vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the selected Vendor(s) during actual contract negotiations.
- e. The successful Vendor shall promptly execute a contract incorporating the terms of this RFP. No Vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the proposal specifications and the special instructions, once it is received by the successful Vendor.

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- f. If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**3. Collusion or Fraud**

Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Vendor's proposal preparation.

Advance knowledge of information which gives any particular Vendor advantages over any other interested Vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**4. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**5. Solicitation of State Employees**

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept

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employment with the Vendor, its affiliates, actual or prospective contractors, or any person acting in concert with Vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a Vendor may result in rejection of the Vendor's proposal.

This paragraph does not prevent the employment by a Vendor of a State of Delaware employee who has initiated contact with the Vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

**6. General Contract Terms**

**a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to

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hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the Vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**c. Licenses and Permits**

In performance of the contract, the Vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Vendor. The successful Vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del.C.* § [2502](#) and shall maintain that license or authorization during the entire term of the contract.

Prior to receiving an award, the successful Vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

State of Delaware  
Department of Insurance  
841 Silver Lake Blvd.  
Dover, Delaware 19904  
Attn: Linda Nemes  
RE: Delaware Premium Rate Reviews RFP

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**e. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising

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out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.

2. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the Vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate

If the contractual service requires the transportation of departmental clients or staff, the Vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The Vendor shall provide a Certificate of Insurance (COI) as proof that the Vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**g. Performance Requirements**

The successful Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Vendor Emergency Response Point of Contact**

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The awarded Vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**i. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**j. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**k. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**l. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Government Support Services.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such

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termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**m. Non-discrimination**

In performing the services subject to this RFP the Vendor, as set forth in 19 **Del.C.** § 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

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**n. Covenant against Contingent Fees**

The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Vendor. The Vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Government Support Services.

**q. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**r. Fair Background Check Practices**

Pursuant to 29 Del.C. [§ 6909B](#) and effective November 4, 2014, the State does not consider the criminal record, criminal history, credit history or credit score of

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an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del.C. [§ 711\(q\)](#) for applicable established provisions.

**s. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract Vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

**t. Work Product**

All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of the State. The Vendor will seek written permission to use any product created under the contract.

**u. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful Vendor shall constitute the contract between the State of Delaware and the Vendor. In the

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event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the Vendor.

**v. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. The laws of the State of Delaware;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. That programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any Vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the Vendor in default.

The successful Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**w. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**x. Scope of Agreement**

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If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**y. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**z. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**aa. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

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4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The successful Vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the Contract Number DOI15001-RATE\_REVIEW on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded Vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to

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designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

### 3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

### F. Attachments

The following attachments and appendixes shall be considered part of this solicitation and must be part of the Vendor's proposal:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements Checklist

#### **IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded Vendors. Those Vendors receiving an award will be provided with active spreadsheets for reporting.

#### **REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the

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15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

**NO PROPOSAL REPLY FORM**

Contract Number DOI15001-RATE\_REVIEW

Contract Title: DELAWARE  
PREMIUM RATE REVIEWS

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to offer a proposal, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to offer a proposal under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

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**Attachment 2**

**CONTRACT NO.:** Contract Number DOI15001-RATE\_REVIEW  
**CONTRACT TITLE:** Delaware Premium Rate Reviews  
**DEADLINE TO RESPOND:** April 3, 2015 at 4:30 PM (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Insurance

It is agreed by the undersigned Vendor that the signed delivery of this proposal represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Insurance.

COMPANY NAME \_\_\_\_\_ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.:	Certification type(s)	Circle all that apply
	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

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CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





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Attachment 5

Contract Number DOI15001-RATE\_REVIEW  
Contract Title: Delaware Premium Rate Reviews

**BUSINESS REFERENCES**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

<b>1. Contact Name &amp; Title:</b> <b>Business Name:</b> <b>Address:</b>  <b>Email:</b> <b>Phone # / Fax #:</b> <b>Current Vendor (YES or NO):</b> <b>Years Associated &amp; Type of Work Performed:</b>	

<b>2. Contact Name &amp; Title:</b> <b>Business Name:</b> <b>Address:</b>  <b>Email:</b> <b>Phone # / Fax #:</b> <b>Current Vendor (YES or NO):</b> <b>Years Associated &amp; Type of Work Performed:</b>	

<b>3. Contact Name &amp; Title:</b> <b>Business Name:</b> <b>Address:</b>  <b>Email:</b> <b>Phone # / Fax #:</b> <b>Current Vendor (YES or NO):</b> <b>Years Associated &amp; Type of Work Performed:</b>	

**State of Delaware personnel MAY NOT BE USED as references.**

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**Attachment 6**

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. Contract Number: DOI15001-RATE_REVIEW	2. Proposing Vendor Name:	3. Mailing Address:
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. DESCRIPTION OF WORK BY SUBCONTRACTOR</b>		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		

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<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor



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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contract Name*	Vendor Contract Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

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**Attachment 9**

Contract Number DOI15001-RATE\_REVIEW  
Contract Title: Delaware Premium Rate Reviews

**EMPLOYING DELAWAREANS REPORT**

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid or proposal for any public works or professional services contract shall be responsive unless the prospective Vendor discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_  
Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_
3. Total number of employees of the Vendor: \_\_\_\_\_
4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_
2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

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Attachment 10

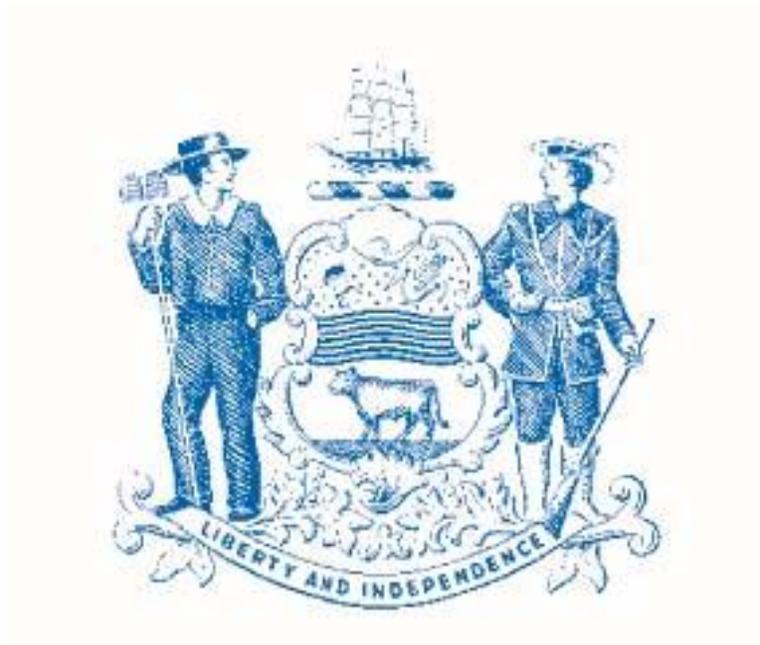
**State of Delaware**

**Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
NO BID OR PROPOSAL PACKAGES WILL BE ACCEPTED BY THE OSD.**

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**APPENDIX A**  
**MINIMUM MANDATORY SUBMISSION REQUIREMENTS CHECKLIST**

Each Vendor proposal should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining Vendor proposal shall identify how the Vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing and Project Change Management Process as identified in the proposal.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Proposal marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9).
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable.

The items listed above provide the basis for evaluating each Vendor's proposal. **Failure to provide all appropriate information may deem the submitting Vendor as "non-responsive" and exclude the Vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your proposal

Vendors shall provide proposal in the following formats:

1. Two (2) paper copies of the Vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the Vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).