

Delaware Department of Insurance
Trinidad Navarro, Insurance Commissioner

841 Silver Lake Blvd | Dover, DE 19904 | 302.674.7300

PROFESSIONAL ACTUARIAL SERVICES/DCRB RATE FILING

Request for Proposal

Contract No. DOI18002-ACTUARIAL

Monday, June 25, 2018

**- Deadline to Respond -
Monday July 23, 2018
4:00 PM (Local Time)**

Delaware Department of Insurance

CONTRACT NO. DOI18002-ACTUARIAL

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Contract No. DOI18002-Actuarial. The proposal consists of the following:

Contents:

- I. INTRODUCTION
- II. SCOPE OF WORK
- III. FORMAT FOR PROPOSAL
- IV. PROPOSAL EVALUATION PROCEDURES
- V. MANDATORY PREBID MEETING
- VI. DEFINITIONS AND GENERAL PROVISIONS
- VII. PROPOSAL REPLY SECTION

ATTACHMENTS 1-10

APPENDICES A - C

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope **clearly displaying the contract number and vendor name** by **Monday, July 23, 2018, 4:00 PM** (Local Time) to be considered.

Proposals must be mailed to:

State of Delaware
Department of Insurance
841 Silver Lake Blvd.
Dover, Delaware 19904
Attn: Leslie W. Ledogar, Esq.
RFP: Actuarial_DCRB_Rates

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please call Leslie W. Ledogar, Esq. at (302) 674-7379 or email leslie.ledogar@state.de.us.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL ACTUARIAL SERVICES/DCRB RATE FILING
ISSUED BY GOVERNMENT SUPPORT SERVICES
CONTRACT NUMBER DOI18002-ACTUARIAL**

I. Overview

The State of Delaware ("State of Delaware") through the Delaware Department of Insurance (the "DOI"), seeks professional services for certain actuarial services related to review and analysis of the annual Delaware Compensation Rating Bureau (the "DCRB") Residual Market Rate and Voluntary Market Loss Cost filing (the "Rate Filing"). This request for proposal ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982 and 18 *Del. C.* § 307(b).

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

Public Notice	Date: June 25, 2018
Deadline for Questions	Date: July 9, 2018
Response to Questions Posted by:	Date: July 16, 2018
Deadline for Receipt of Proposals	Date: July 23, 2018 at 4:00 p.m. local time
Estimated Notification of Award	Date: August 13, 2018

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 PREBID MEETING

A mandatory pre-bid meeting has not been established for this RFP.

II. Scope of Services

The DOI is issuing this RFP for the State of Delaware. The DOI intends to select one firm to handle actuarial services for review and analysis of the Rate Filing. This RFP is issued pursuant to 29 *Del. C.* §§ 6981 and 6982 and 18 *Del. C.* § 307(b).

This RFP will define the scope of the work to be performed, the requirements the vendor must address, the method for response, and the administrative requirements that must be followed. The DOI will advise potential vendors of changes to any dates as may be necessary. The DOI also reserves the right to modify and/or cancel this solicitation at any time during the RFP process.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

Additional details for the Scope of Services and Payment Schedule are provided in Appendix B and Appendix C and are made part of this RFP.

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 DOI.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work;

Prior to the execution of an award document, the successful vendor shall either furnish the DOI with proof of Delaware business licensure or initiate the process of application where required;

2. Provide responses to the RFP Scope of Work and clearly identify capabilities as presented in the General Requirements below;
3. Complete all appropriate attachments and forms as identified within the RFP;
4. Provide proof of insurance and amount of insurance prior to the start of the contract period and such insurance shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection f; and
5. Provide response to Employing Delawareans Report (Attachment 9).

B. General Requirements

1. Disclosure of any discipline or censure by any regulatory body. If any, describe the principal facts and outcome;
2. Disclosure of any litigation or other legal proceedings within the last five (5) years. If any, provide an explanation and current status or disposition;
3. Description of ability to perform the services referred to under Scope of Services;
4. Experience, education and training of the vendor in matters related to actuarial services and review of workers compensation rate filings performed during the last five (5) years;
5. Administrative structure of representation (i.e., proposed staffing assignments), soundness of approach to representation and understanding of the needs of the DOI;
6. Demonstrated ability to perform the services referred to under Scope of Work, including how the Vendor will be prepared promptly to meet tight deadlines and provide reports and invoices to the DOI in a timely fashion;
7. References from at least three (3) prior clients/employers;

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

8. Disclosure of any contractual relationship with insurance industry entities; and
9. Pricing Structure.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

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. 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 listed in #4 below 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 DOI. Address all communications to the person listed below (the "Designated Contact"). Communications made to other DOI or 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 shall rely only on written statements issued by the Designated Contact.

State of Delaware
Department of Insurance
841 Silver Lake Blvd.
Dover, Delaware 19904
Attn: Leslie Ledogar
RFP: Actuarial_DCRB_Rates

Phone: (302) 674-7379
Fax: (302) 739-5566
Email: leslie.ledogar@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.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. 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 (defined on page 12) 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 of Delaware 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 of Delaware contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, 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 DOI reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with FOUR (4) paper copies and one (1) electronic copy on CD, DVD media disk, or USB memory drive.

All properly sealed and marked proposals are to be sent to the DOI and received no later than **4:00 PM (Local Time) on July 9, 2018 (the “Deadline for Receipt of Proposals”)**. 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: Leslie Ledogar
RFP: Actuarial_DCRB_Rates

Phone: (302) 674-7379
Fax: (302) 739-5566
Email: leslie.ledogar@state.de.us

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DOI18002-ACTUARIAL” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed or be made available to competing entities during the negotiation process.

Upon receipt of 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. Changes, amendments or modifications to proposals shall not be accepted or considered after the Deadline for Receipt of Proposals.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

4. Proposal Costs and Expenses

Neither the DOI nor the State of Delaware will 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 bidder at least through January 8, 2019. The DOI reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the Deadline for Receipt of Proposals 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 Deadline for Receipt of Proposals. To document compliance with the Deadline for Receipt of Proposals, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The DOI will accept proposals until the Deadline for Receipt of Proposals. Proposals will be opened only in the presence of DOI personnel. Any unopened proposals will be returned to the submitting vendor.

There will be no public opening of proposals, but a public log will be kept 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 29 *Del. C.*, ch. 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 DOI.

9. Concise Proposals

The DOI and the State of Delaware discourage overly lengthy and costly proposals. Proposals should 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 quality and responsiveness of the proposal are paramount.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

10. Realistic Proposals

It is the expectation of the DOI 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.

Neither the DOI nor the State of Delaware shall bear any responsibility or increased 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 a proposal will be treated as confidential during the evaluation process. As such, proposals will not be available for review by anyone other than the 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.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State of Delaware 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 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.

In order to allow the DOI or the State of Delaware 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 a "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 DOI will open the envelope to determine whether the procedure described above has

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

been followed. A vendor's allegation as to its confidential business information shall not be binding on the DOI or the State of Delaware. The DOI and State of Delaware 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 of Delaware'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 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 DOI, and approval of a request to subcontract shall not in any way relieve a vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendors shall be and remain liable for all damages to the DOI and 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 costs included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

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

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

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

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

b. Sub-contracting

The vendor selected 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 major 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 vendor selected 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 DOI.

14. Discrepancies and Omissions

Vendors are fully responsible for the completeness and accuracy of their proposals, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of each vendor. Should a vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, the vendor shall notify the 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.

Protests based on any omission or error, or on the content of the 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 DOI and State of Delaware allow written requests for clarification of the RFP. All questions shall be received no later than June 18, 2018. All questions will be consolidated into a single set of responses and posted on the State of Delaware's website at www.bids.delaware.gov by the date of June 25, 2018. Vendor names

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

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, DVD media disk, or USB memory stick and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The DOI 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 RFP specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each proposal 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 DOI may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The DOI reserve the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. Neither the DOI nor the State of Delaware make any commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer to contract by the DOI. A vendor's participation in this process may result in the DOI selecting an organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the DOI to execute a contract or to continue negotiations. The DOI 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 DOI 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 DOI.

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 DOI 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.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

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. 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 DOI. The DOI 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 DOI 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

After reviews of the Proposal Evaluation Team (defined below) report and its recommendation, and once the contract terms and conditions have been finalized, the DOI will award the contract.

The contract shall be awarded to the vendor(s) 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 bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor(s) whose proposal are 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 vendors will be invited to negotiate a contract with the DOI. Remaining vendors will be notified in writing of their selection status following execution and approval of a contract with the winning vendor.

22. Cooperatives

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

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

C. RFP Evaluation Process

The Proposal Evaluation Team will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The DOI 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 DOI may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team (the "Proposal Evaluation Team") shall be comprised of representatives of the State of Delaware. The Proposal Evaluation Team shall determine which vendors meet the requirements pursuant to the selection criteria of this RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Proposal Evaluation 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 Proposal Evaluation Team shall make a recommendation to the Insurance Commissioner, 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 interest of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each evaluation item to each of the 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 DOI to be essential for use by the Proposal Evaluation Team in the bid 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 Proposal Evaluation Team.

The Proposal Evaluation Team reserves the right to:

- select for contract or for negotiations a proposal other than that with lowest costs;
- 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;
- waive or modify any information, irregularity, or inconsistency in proposals received;
- request modification to proposals from any or all vendors during the contract review and negotiation;

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

- negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time;
- select more than one vendor pursuant to 29 *Del. C.* § 6986. Such selection will be based on the below criteria:

Criteria Weight

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

Criteria	Weight
Experience, education and training of the vendor in matters related to actuarial services and review of workers compensation rate filings during the last five (5) years	65
Demonstrated ability to perform the services referred to under the Scope of Work in Appendix B, including how the vendor will be prepared promptly to meet tight deadlines and provide reports and invoices to the DOI in a timely fashion	30
Price structure	10
Administrative structure of representation (i.e., proposed staffing assignments), soundness of approach to representation and understanding of the needs of the DOI	10
References from at least 3 prior clients/employers	10
Acknowledge and accept payment as identified by the payment schedule in Appendix C	5
Total	130

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 Proposal 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

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

The Proposal 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 DOI 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 Proposal Evaluation Team. All vendor(s) selected will be given an opportunity to make such a presentation.

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.

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 DOI and the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 *Del. C.* Chapter 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).

3. General Information

- a. The term of the contract between the successful bidder and the DOI shall be for one (1) year, with four (4) optional one-year extensions by written agreement between the parties, at the sole discretion of the DOI.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

- b. The selected vendor will be required to enter into a written agreement with the DOI. 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 DOI. 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 DOI which will result in a formal contract between parties. Procurement will be in accordance with any resulting contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The contract may 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 finalist during actual contract negotiations.
- e. 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 bid specifications and the special instructions, once it is received by the successful vendor.
- 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.

4. 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, 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.

5. Lobbying and Gratuities

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a DOI or other 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 selected 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 DOI 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.

6. Solicitation of State Employees

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

7. 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 DOI's and/or 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
DEPARTMENT OF INSURANCE

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

Vendors agree that any individual or group of temporary staff person(s) provided to the DOI pursuant to this RFP shall remain the employee(s) of vendor for all purposes including any required compliance with the Affordable Care Act (the "ACA") by the vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the DOI pursuant to this RFP must be provided any benefits, including any healthcare benefits by the State of Delaware and vendors agree to assume the total and complete responsibility for the provision of any healthcare benefits required by the ACA 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 DOI or State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the DOI pursuant to this RFP, vendors agree to hold harmless, indemnify, and defend the DOI and the State of Delaware to the maximum extent of any liability to the DOI and/or the State of Delaware 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 RFP, 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.

c. ACA Safe Harbor

The State of Delaware and its utilizing agencies, including the DOI, are not the employer of temporary or contracted staff. However, the State of Delaware is concerned that it could be determined to be a common-law employer as defined by the ACA. Therefore, the State of Delaware seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State of Delaware and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from a vendor, but does not state the required amount of the fee. The State of Delaware requires that all vendors shall identify the Additional Fee to obtain health coverage from the vendor and delineate the Additional Fee from all other charges and fees. The vendor shall identify both the Additional Fee to be

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State of Delaware will consider the Additional Fee and, prior to award, reserves the right to negotiate any fees offered by the vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. 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 vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the DOI 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.

e. 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: Leslie Ledogar
RFP: Actuarial_DCRB_Rates

Phone: (302) 674-7379
Fax: (302) 739-5566
Email: leslie.ledogar@state.de.us

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

f. 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 DOI and 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 in part, to the DOI and/or the State of Delaware, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its work product, 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 DOI and/or 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 DOI and/or 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.

g. Insurance

1. The 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 out of the vendor's negligent performance under the 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 the contract.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

2. The vendor shall maintain such insurance as will protect against claims under applicable worker's compensation laws 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 DOI or 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. Vendor shall in all instances maintain the following insurance during the term of this Agreement:
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law; and
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate;
 - b. The vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate;
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate; or
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate.
 - c. If the contractual service requires the transportation of DOI clients or staff, the vendor shall, in addition to the above coverage, secure at its own expense the following coverage:
 - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident; and
 - ii. 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 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.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

h. Performance Requirements

The selected 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.

i. Bid Bond

The Bid Bond requirement has been waived.

j. Performance Bond

The Performance Bond requirement has been waived.

k. Vendor Emergency Response Point of Contact

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 of Delaware, the State of Delaware may negotiate, as may be authorized by law, emergency performance from the contractor to address the immediate needs of the State of Delaware, even if not contemplated under the original contract or procurement. Payments are subject to appropriation and other payment terms.

l. 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 of Delaware requirements.

m. 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 DOI and/or the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

n. Penalties

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

o. Dispute Resolution

At the option of, and in the manner prescribed by the DOI, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this RFP promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this RFP. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the DOI elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this RFP shall be submitted to mediation by a mediator selected by DOI, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the DOI, for final and binding arbitration. The DOI reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of any arbitration proceeding, award, or Hearing, except as may be necessary to prepare for or conduct an arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the DOI.

1. **Termination for Cause:** If, for any reason, or through any cause, the vendor fails to fulfill in timely and proper manner its obligations under the contract, or if the vendor violates any of the covenants, agreements, or stipulations of the contract, the State shall thereupon have the right to terminate the contract by giving written notice to the vendor 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, maps, models, photographs, and reports or other material prepared by the vendor under the contract shall, at the option of the DOI and/or the State of Delaware, 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 of Delaware.

On receipt of a contract cancellation notice from the DOI and/or the State of Delaware, 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

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

response shall not effect or prevent the contract cancellation unless the DOI and/or the State of Delaware provides a written acceptance of the vendor response. If the DOI and/or the State of Delaware does accept the vendor's method and/or action plan to correct the identified deficiencies, the DOI and/or the State of Delaware will define the time by which the vendor must fulfill its corrective obligations. Final retraction of a termination for cause will only occur after the vendor successfully rectifies the original violation(s). At its discretion the DOI and/or the State of Delaware may reject in writing the vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination without Cause:** The DOI and/or the State of Delaware may termination the contract without cause at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) 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 DOI and/or the State of Delaware, 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 DOI and/or the State of Delaware.
3. **Termination for Convenience:** The DOI and/or the State of Delaware may terminate the 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 DOI and/or the State of Delaware, 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 DOI and/or the State of Delaware.
4. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contract, in whole or part, the contract shall be terminated as to any obligation of the DOI and/or the State of Delaware 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.

q. Non-discrimination

In performing the services subject to this RFP, the vendor, as set forth in 19 *Del. C. § 711*, agrees 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 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.

r. Covenant Against Contingent Fees

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

The 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 DOI 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.

s. 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.

t. Vendor Responsibility

The DOI 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 RFP whether or not the vendor(s) or its subcontractor(s) provide 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 the DOI.

u. 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 the 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 the contract shall be subcontracted without the prior written approval of the DOI and/or the State of Delaware. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to subcontractor(s) listed in Attachment 6 must be approved in writing by the DOI and/or the State of Delaware.

v. Fair Background Check Practices

Pursuant to 29 *Del. C. § 6909B* and effective November 4, 2014, the State of Delaware does not consider the criminal record, criminal history, credit history or credit score of 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 of Delaware are encouraged to adopt fair background check practices. Vendors can refer to 19 *Del. C. § 711(g)* for applicable established provisions.

w. Vendor Background Check Requirements

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

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 of Delaware'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 the employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the RFP. 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.

x. Work Product

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

y. Contract Documents

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

z. Applicable Law

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

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. applicable portions of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and regulations issued thereunder 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 a resulting contract conform with the Americans with Disabilities Act of 1990, and regulations issued thereunder 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 selected 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.

aa. Severability

If any term or provision of this RFP 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 the RFP, 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.

bb. Scope of Agreement

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.

cc. Affirmation

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

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.

dd. Audit Access to Records

The vendor shall maintain books, records, documents, and other evidence pertaining to the contract to the extent and in such detail as shall adequately reflect performance hereunder. The vendor agrees to preserve and make available to the DOI and/or the State of Delaware, 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 of Delaware or other duly authorized state or federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to the 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 of Delaware for disallowances shall be drawn from the vendor's own resources and not charged to contract cost or cost pools indirectly charging contract costs.

ee. 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 to or subsequent to award of the contract.
4. **Prior Use** – The DOI and State of Delaware reserve 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 selected 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.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

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. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the DOI.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DOI.
9. **Billing** - The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** - The State of Delaware reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The DOI will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **CONTRACT NO. DOI18002-ACTUARIAL** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
12. **Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
13. **Additional Terms and Conditions** – The DOI reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The DOI reserves the right to pre-approve any news or broadcast advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the DOI 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 DOI.

The DOI will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to other State of Delaware agencies, departments, municipalities, and/or

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

any other political subdivisions. However, the vendor shall not use the State of Delaware'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 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 the solicitation:

- 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 (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work
- Appendix C – Payment Schedule

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal, along with the information requested in Appendix B and Appendix C.**
- 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 bidders receiving an award will be provided with active spreadsheets for reporting.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

REQUIRED REPORTING

One of the primary goals in administering any resulting 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 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to Leslie Ledogar. 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 2nd 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 on the 15th (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 spending during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **CONTRACT NO. DOI18002-ACTUARIAL**

Contract Title: Actuarial Services

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 bid, 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 bid 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.**

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

Attachment 2

CONTRACT NO.: **CONTRACT NO. DOI18002-ACTUARIAL**
CONTRACT TITLE: **ACTUARIAL SERVICES/DCRB RATE FILING**

DEADLINE TO RESPOND: **July 23, 2018 at 4:00 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, Insurance Department.

It is agreed by the undersigned Vendor that the signed delivery of this bid 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, Insurance Department.

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 _____
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 _____

Attachment 4

CONFIDENTIAL INFORMATION FORM

[illegible]

36

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

Attachment 5

Contract No. **CONTRACT NO. DOI18002-ACTUARIAL**
Contract Title: **ACTUARIAL SERVICES/DCRB RATE FILING**

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).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment 6

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. CONTRACT NO. DOI18002-ACTUARIAL	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
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	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

38

Attachment 7

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Contract Number / Title: _____

Report Start Date: _____
Report End Date: _____
Today's Date: _____

39

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

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 Contact Name*	Vendor Contact 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

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

Attachment 9

Contract No. **CONTRACT NO. DOI18002-ACTUARIAL**
Contract Title: ACTUARIAL SERVICES

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, no bid for any public works or professional services contract shall be responsive unless the prospective bidder 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 bidder: _____
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.

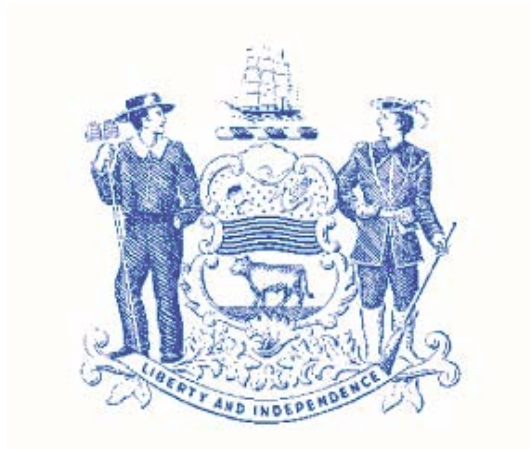
State of Delaware
Office of Supplier Diversity
Certification Application

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
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

**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 (as applicable). 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, including those listed in Appendix B.
3. Pricing as identified by the fee schedule as Appendix C (acknowledging and accepting).
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. Four (4) 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.**
 1. One (1) electronic copy of the Vendor proposal saved to CD, DVD media disk, or USB memory stick. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

**CONTRACT NO. DOI18002-ACTUARIAL
APPENDIX B
SCOPE OF WORK**

1. Overview

The State of Delaware through the DOI, seeks professional services for actuarial services related to the review and analysis of the annual Rate Filing. The RFP is issued pursuant to 29 *Del. C.* §§ 6981 and 6982 and 18 *Del. C.* § 307(b).

2. Scope of Work

The actuarial services contemplated by this RFP include:

- a) analysis and written findings (the “Report”) regarding the reasonableness of the Rate Filing;
- b) with respect to the Report, the selected vendor shall:
 - independently calculate the indicated changes in residual market rates and voluntary market loss costs;
 - explain the derivation of its indicated rate and the differences between rate changes and those filed by the DCRB or by any other actuary reviewing the Rate Filing;
 - if needed, assist in creating a request for supplemental information related to the Rate Filing;
 - independently review the medical and indemnity cost data underlying the Rate Filing;
 - if requested, participate in public information sessions; and
 - provide supplemental reports or analyses as required by the DOI;
- c) submit its report within 10 days following receipt of the Rate Filing; and
- d) If required by the DOI, testify at a public hearing related to the Rate Filing.

STATE OF DELAWARE
DEPARTMENT OF INSURANCE

**CONTRACT NO. DOI18002-ACTUARIAL
APPENDIX C**

PAYMENT SCHEDULE

Vendor shall submit invoices to the DOI Invoice mailbox at [Doi_invoices_resource \(DOI\)](#) DOI-Accounting@state.de.us at such intervals and with such detail as dictated by the applicable approved final contract.

Payment will be made within 30 days following receipt of a correct invoice and approval by the DOI.