

Trinidad Navarro  
Commissioner



Delaware Department of Insurance

# State of Delaware

## Request for Proposal for Professional Services Examination Administrative Services

**Contract No. DOI 19001- EXAM\_SERVICES**

*Friday, February 8, 2019*

***- Deadline to Respond -  
Friday, March 8, 2019  
4:00 PM (Eastern Time)***

**CONTRACT NO. DOI 19001 EXAM\_SERVICES**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for EXAMINATION ADMINISTRATIVE SERVICES.

The proposal consists of the following:

**Contents:**

- I. Overview
- II. Scope of Services
- III. Required Information
  - A. Minimum Requirements
  - B. General Requirements
- IV. Professional Services RFP Administrative Information
  - A. RFP Issuance
  - B. RFP Submissions
  - C. RFP Evaluation Process
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  - E. RFP Miscellaneous Information
  - F. Attachments

APPENDIX A

APPENDIX B

APPENDIX C

**\*\* [Ctrl+Click on the headings above will take you directly to the section.](#)**

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 **Friday, March 8, 2019 at 4:00 PM** (Eastern Time) to be considered.

**Proposals must be mailed to:**

Delaware Department of Insurance  
ATTN: Leslie W. Ledogar, Esq., Regulatory Specialist  
841 Silver Lake Blvd.  
Dover, DE 19904

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@delaware.gov](mailto:leslie.ledogar@delaware.gov)

STATE OF DELAWARE  
DEPARTMENT OF INSURANCE

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
EXAMINATION ADMINISTRATIVE SERVICES  
ISSUED BY THE DELAWARE DEPARTMENT OF INSURANCE  
CONTRACT NUMBER DOI 19001 - EXAM\_SERVICES**

**I. Overview**

The State of Delaware, Department of Insurance (“State of Delaware” or “the “Department”), seeks professional services to hire an independent contractor for examination administrative services. This request for proposal (“RFP”) is issued pursuant to 18 *Del.C.* § [307\(b\)](#) and 29 *Del.C.* §§ [6981 and 6982](#).

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

Public Notice	Date: Friday, February 8, 2019
Deadline for Questions	Date: Friday, February 22, 2019
Response to Questions Posted by:	Date: Friday, March 1, 2019
Deadline for Receipt of Proposals	Date: Friday, March 8, 2019 at 4:00 PM (Eastern)
Estimated Notification of Award	Date: Monday, April 8, 2019

Each proposal (“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 a Proposal. Applicant exceptions must also be recorded on Attachment 3. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

The Department will advise potential Vendors of changes to any dates as may be necessary. The Department also reserves the right to modify and/or cancel this solicitation at any time during the RFP process.

**MANDATORY PRE-BID MEETING**

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

**II. Scope of Services**

Pursuant to its authority under 18 *Del.C.* § [307\(b\)](#), the Department is issuing this RFP to select one firm as an independent contractor for examination administrative services to assist the Commissioner and the Department in meeting their statutory obligations pursuant to 18 *Del.C.* §§ [318](#) and [6908](#) to examine the business and affairs of Delaware domiciled licensed insurance companies and to act as Special Deputy to the Commissioner.

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This RFP will define the scope of the work to be performed, the requirements Vendor must address, the method for response, and the administrative requirements that must be followed. Particularized details for Scope of Services and Payment Schedule are provided in Appendices B and C, respectively, 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 State.

#### A. Minimum Requirements

1. CPA and CIE designations;
2. 15 or more years of substantive experience in conducting and managing exams under Title 18. Provide description of background and experience;
3. 10 or more years substantive experience in providing independent expert financial advice and opinions with respect to:
  - Domestic insurer admission applications – Property and Casualty, Life and Health, and Captives;
  - Mergers and acquisitions of domestic insurers (both property & casualty and life and health) with transaction amounts up to and in excess of \$15,000,000,000 (\$15 Billion); and
  - Supervision, rehabilitation and/or liquidation of Delaware domestic insurers.
4. Primary office location. The preferred Vendor's primary office location will be located in Delaware;
5. Proof of insurance and amount of insurance. See Section IV.D.7(f)(3) for applicable insurance;
6. Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of services; and
7. Disclosure of any contractual relationship with insurance entities. The preferred Vendor will be one who is independent of the insurance industry, not including other state or federal regulating bodies.

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**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 5 years. If any, provide an explanation and current status or disposition.
3. Detailed description of approach in performing services referred to under Scope of Services with respect to both Exam Services and Special Deputy Services.
4. Description of ability to perform the services referred to under Scope of Services with respect to both Exam Services and Special Deputy Services.
5. Financial terms pursuant to which you would be willing to enter into a contract with the Department.
6. References from at least 3 prior clients/employers.

See also, Criteria Weight at Section IV(C)(2).

**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 <http://bids.delaware.gov>. Paper copies of this RFP will not be available.

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

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

**4. RFP Designated Contact**

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

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State of Delaware  
Department of Insurance  
Attn: Leslie Ledogar, Esq., Regulatory Specialist  
RFP: Examination Administrative Services  
841 Silver Lake Blvd.  
Dover, Delaware 19904

Phone: (302) 674-7379  
Fax: (302) 739-5566  
Email: [leslie.ledogar@delaware.gov](mailto:leslie.ledogar@delaware.gov)

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

**5. Consultants and Legal Counsel**

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

**6. Contact with State Employees**

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

**7. Organizations Ineligible to 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 Department 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;

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- 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; or
- 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.

**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 Department reserves the right to reject any non-responsive or non-conforming Proposals. Each Proposal must be submitted with THREE (3) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the proposal responses.

All properly sealed and marked Proposals are to be sent to the Department and received no later than **4:00 PM (Eastern) on Friday, March 8, 2019** (the "Proposal Deadline"). Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

State of Delaware  
Department of Insurance  
Attn: Leslie W. Ledogar, Esq., Regulatory Specialist  
RFP: Examination Administrative Services  
841 Silver Lake Blvd.  
Dover, Delaware 19904

Phone: (302) 674-7379  
Fax: (302) 739-5566  
Email: [leslie.ledogar@delaware.gov](mailto:leslie.ledogar@delaware.gov)

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**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DOI 19001 - EXAM\_SERVICES” on the outside of the bid submission package.**

Any Proposal received after the Proposal Deadline shall not be considered and shall be returned unopened. Each Vendor bears the risk of delays in delivery. 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 hour and date specified as the deadline for submission of Proposals.

**4. Proposal Costs and Expenses**

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

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **Monday, April 1, 2019**. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

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

**7. Proposal Opening**

The Department will receive and accept proposals until the Proposal Deadline. Proposals will be opened only in the presence of the State of Delaware 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 Vendors that submitted proposals.

**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

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whether an RFP requirement is substantive or a mere formality shall reside solely with the State of Delaware and the Department.

**9. Concise Proposals**

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

**10. Realistic Proposals**

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

Neither the Department nor the State of Delaware shall bear any responsibility or increase obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

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 content of selected and non-selected Proposals will become subject to FOIA's public disclosure obligations upon submission to the Department.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the Vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a Vendor feels 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 Vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a Vendor's confidential business information, Vendors will be permitted to designate appropriate portions of their proposal as confidential business information. Designations which purport to protect the entire submission without appropriate designations will be rejected and any applicable protection for Vendor's confidential business information will be lost.

Vendors may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information"

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and include the specific RFP number. The envelope must contain a letter from 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. Confidential designations without a letter from Vendor's legal counsel will be rejected, and any applicable protection for Vendor's confidential business information will be lost.

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

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

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

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

**a. Primary Vendor**

The Department expects to negotiate and contract with only one "prime Vendor". The Department 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 State as a result of this procurement. The State of Delaware will make contract payments only to the awarded Vendor. Payments to any-subcontractors are the sole responsibility of the prime Vendor (successful Vendor).

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

**b. Sub-contracting**

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 the Department.

**c. Multiple Proposals**

A prime 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 the Department.

**14. Discrepancies and Omissions**

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

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**a. RFP Question and Answer Process**

The Department will allow written requests for clarification of the RFP. All questions shall be received no later than Friday, February 22, 2019. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of Friday, March 1, 2019. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

<b>Question number</b>	<b>Section Number</b>	<b>Paragraph Number</b>	<b>Page Number</b>	<b>Text of Passage being questioned</b>	<b>Question</b>
1.	<i>Enter additional rows as needed</i>				

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

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

The Department 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 this RFP or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the Department may deem necessary in the best interest of the Department.

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

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

This RFP does not constitute an offer by the State of Delaware or the Department. Vendor's participation in this process may result in the Department selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Department to execute a contract or to continue negotiations. The Department may terminate negotiations at any time and for any reason, or for no reason.

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

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

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**18. Notification of Withdrawal of Proposal**

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

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

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at <http://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 Department.

**21. Award of Contract**

The final award of a contract is subject to approval by the Department. The Department 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 Department 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 review of the Proposal Evaluation Team (defined below) report and recommendation, and after contract terms and conditions have been finalized, the Department will award the contract.

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

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

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

**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.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the Department and the State of Delaware (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 Department 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 Department or the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the Department and 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 communicate with one or more Vendors during the same period and may, at its discretion, terminate communications with any or all Vendors. The Proposal Evaluation Team shall make a recommendation regarding the award 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 interests of the Department.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each evaluation item to each of 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 Department 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.

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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 to 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;
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time; or
- Select more than one Vendor pursuant to 29 *Del.C.* § [6986](#).

**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
Background and experience.	45
Soundness of approach to services to be provided.	25
Demonstrated ability to perform the services to be provided.	40
Financial terms	25
References from at least 3 prior clients/employers.	10
<b>Total</b>	<b>145</b>

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

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**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**

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

**5. Oral Presentations**

Unless determined otherwise following initial review by the Proposal Evaluation Team, the Department will not require oral presentations.

**D. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

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. See, 29 *Del.C.* § [6904\(e\)](#).

**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 Department shall be for three (3) years unless terminated according to its terms, with two (2) optional extensions for a period of one (1) additional year for each extension, by written agreement.
- b. The selected Vendor will be required to enter into a written agreement with the Department. The State of Delaware reserves the right to incorporate standard State of Delaware contractual provisions into any contract negotiated. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

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- c. The selected Vendor(s) will be expected to enter into negotiations with the Department, which will result in a formal contract between parties. This RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The Department's standard contract may be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements, if any. The terms and conditions of these agreements will be negotiated with the successful Vendor 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 Department, 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 a contract with the Department 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, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Vendor's proposal preparation.

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

**5. Lobbying and Gratuities**

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

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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 Department 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 State of Delaware or the Department 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 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 Department 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 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.

Location of work for the contractual support personnel during the project period will be at the discretion of the Department. The State of Delaware may provide working space and sufficient supplies and material to augment a contractor's services.

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the Department pursuant to this RFP shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act (ACA) by Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the Department pursuant to this RFP must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this RFP, Vendor agrees to hold harmless, indemnify, and defend the Department and the State of Delaware to the maximum extent of any liability to 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 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 shall waive any separation fee provided an employee works for both Vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued during the second month if it is the State of Delaware's intention to hire.

**c. Licenses and Permits**

In performance of the contract, 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. 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 State of Delaware with proof of State of Delaware Business licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 — Public Service; (302) 577-8205 — Licensing Department.

Information regarding 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.

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**d. Notice**

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

State of Delaware  
Attn: Regulatory Specialist  
RFP: Examination Administrative Services  
Department of Insurance  
841 Silver Lake Blvd.  
Dover, Delaware 19904

Phone: (302) 674-7379  
Fax: (302) 739-5566  
Email: [DOI-Legal@state.de.us](mailto:DOI-Legal@state.de.us)

**e. Indemnification**

**1. General Indemnification**

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

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its services, 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 Department or the State of Delaware, the State of Delaware shall promptly notify Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services, products or other intellectual property used or furnished by 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 Department or 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

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- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of Vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of Vendor in their negligent performance under this contract.
2. Vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. Vendor is an independent contractor and is not an employee of the Department or the State of Delaware.
3. During the term of this contract, Vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

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

The successful Vendor must carry (a) and at least one of (b) or (c) above depending on the type of service or product being delivered.

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

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

4. Vendor shall provide a Certificate of Insurance (COI) as proof that Vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Vendor(s).

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5. Neither the State of Delaware nor the Department shall be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**g. Performance Requirements**

The 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.

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

The awarded Vendor(s) shall provide the name(s), telephone, or cellular telephone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week when 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 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 Department may negotiate, as may be authorized by law, emergency performance from Vendor to address the immediate needs of the Department, even if not contemplated under the original contract or procurement. Payments are subject to appropriation and other payment terms.

**i. Warranty**

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 Vendor to correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**j. Costs and Payment Schedules**

All contract costs must be detailed specifically in Vendor's cost Proposal. No charges other than as specified in the Proposal shall be allowed without written consent of the Department. The Proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay.

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

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**k. Penalties**

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

**l. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Department:

1. **Termination for Cause**: If, for any reason, or through any cause, Vendor fails to fulfill in timely and proper manner its obligations under the contract, or if Vendor violates any of the covenants, agreements, or stipulations of the contract, the Department shall thereupon have the right to terminate the contract by giving written notice to 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 Vendor under the contract shall, at the option of the Department, become its property, and 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 Department.

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

2. **Termination Without Cause**: The Department may terminate the contract in whole or in part without cause, but only after Vendor is given:
  - (a) Not less than 30 calendar days written notice of intent to terminate; and
  - (b) An opportunity for consultation with the terminating party prior to termination.
3. **Termination for Convenience**: The Department 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 Department, become its property and Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Department.

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4. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the Department or the State of Delaware requiring expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**m. Non-discrimination**

In performing services subject to this RFP, 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 successful Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant Against Contingent Fees**

The successful Vendor warrants 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 Vendor for the purpose of securing business. For breach or violation of this warranty, the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

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

**p. Vendor Responsibility**

The Department 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 Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the proposal by completing Attachment 6, and are subject to approval and acceptance of the Department.

**q. Personnel, Equipment and Services**

1. Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

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2. All equipment and services required hereunder shall be provided by or performed by Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under applicable 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 Department. 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 Department.

**r. 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.

**s. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving on State premises. 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 Vendor(s) believes their employee's service does not represent a conflict with this requirement, Vendor may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, 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 returning 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 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 provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. Vendor(s) shall be responsible for the background check requirements of any authorized subcontractor providing service to the Agency's contract.

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**t. Work Product**

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

**u. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the Department and the successful vendor shall constitute the contract between the Department and successful 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 Department and successful Vendor.

**v. Applicable Law**

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

In submitting a Proposal, Vendor(s) certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

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

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

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**w. Severability**

If any term or provision of 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 this 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.

**x. Scope of Agreement**

If the scope of any provision of the RFP 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 RFP shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**y. Affirmation**

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

**z. Audit Access to Records**

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

**aa. Dispute Resolution**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement 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

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of this Agreement. 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, OMB 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 Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB 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 the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**bb. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this Proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The 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.
6. **Regulations** – All equipment, software and services must meet all applicable local, state and federal regulations in effect on the date of the contract.

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7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Department and the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **CONTRACT NO. DOI 19001 - EXAM\_SERVICES** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

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

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

The State will not prohibit or otherwise prevent the successful Vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions. However, successful Vendor shall not use the State of Delaware 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 Vendor's 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.

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**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 (2<sup>nd</sup> 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/Technical Requirements
- Appendix C – Payment Schedule

**IMPORTANT – PLEASE NOTE**

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

**REQUIRED REPORTING**

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to the Department's Chief of Staff as requested. 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, Vendor(s) 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.

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

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

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Attachment 1

Contract No. **CONTRACT NO. DOI19001 EXAM\_SERVICES**  
Contract Title: **Examination Administrative Services**

**NO PROPOSAL REPLY FORM**

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 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 Vendor's List **for these goods or services.**

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

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Attachment 2

Contract No. **CONTRACT NO. DOI19001 EXAM\_SERVICES**  
Contract Title: **EXAMINATION ADMINISTRATIVE SERVICES**

**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, 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)

	Corporation
	Partnership
	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
	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 \_\_\_\_\_





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Attachment 5

Contract No. **CONTRACT NO. DOI 19001- EXAM\_SERVICES**  
Contract Title: **EXAMINATION ADMINISTRATIVE SERVICES**

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

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

Attachment 6

STATE OF DELAWARE  
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Contract No. **CONTRACT NO. DOI 19001- EXAM\_SERVICES**  
Contract Title: **EXAMINATION ADMINISTRATIVE SERVICES**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. <b>CONTRACT NO. DOI 19001- EXAM_SERVICES</b>	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 ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor



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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required			Requested detail								
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor 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](mailto:vendorusage@state.de.us)

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Attachment 9

Contract No. **CONTRACT NO. DOI 19001- EXAM\_SERVICES**  
Contract Title: **EXAMINATION ADMINISTRATIVE SERVICES**

**EMPLOYING DELAWAREANS REPORT**

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid 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](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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

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Contract No. **CONTRACT NO. DOI 19001- EXAM\_SERVICES**  
Contract Title: **EXAMINATION ADMINISTRATIVE SERVICES**

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

The items listed above provide the basis for evaluating each Vendor's proposal. **Failure to provide all appropriate information may deem the submitting Vendor as "non-responsive" and exclude 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. Three (3) paper copies of Vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of Vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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Contract No. **CONTRACT NO. DOI 19001- EXAM\_SERVICES**  
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**APPENDIX B**

SCOPE OF SERVICES

The services contemplated by the RFP and listed below shall be provided Department-wide and are broken down into two parts: Discrete Billable Services, which consist of the Exam Services listed below, and Discretionary Billable Services, which consist of the expert financial services listed below under Special Deputy Services. The Special Deputy Services shall be billed to the Department or the applicable insurer at the sole discretion of Vendor with prior approval by the Department.

**A. Exam Services – Discrete Billable Services**

- Scheduling, conducting and monitoring financial, market conduct, and/or targeted examinations (“Exams”) of the business and affairs of Delaware domiciled and licensed insurance companies as required by applicable Delaware statutes as well as the guidelines and accreditation requirements of the National Association of Insurance Commissioners (the “NAIC”);
- Scheduling and monitoring Delaware’s participation in NAIC Exams of non-domestic companies as deemed appropriate by the Department;
- Providing training, technical and IT support for all examiners;
- Preparing Certificates of Reserve Valuation for all domestic insurance companies required by law to file such valuation reports with the Department;
- Advancing fees and expenses to contract examiners for participation in Exams;
- Advising the Commissioner and the Department concerning all applicable examination and valuation standards;
- Attending and participating in hearings relating to examination and valuation matters at the request of the Commissioner;
- Arranging for actuarial and any other professional services as needed for Exams;
- Providing a detailed time and cost budget for each Exam performed;
- Preparing examination reports in compliance with Department and NAIC standards; and
- Preparing invoices for submission for both the contractor’s and the Department’s Exam charges and expenses.

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**B. Special Deputy Services – Discretionary Billable Services**

- Advising the Commissioner and the Department on an as needed basis concerning admission applications for both traditional and captive insurers;
- Advising the Commissioner and the Department on an as needed basis concerning mergers and acquisitions of Delaware domiciled insurers (both property & casualty and life and health);
- Advising the Commissioner and the Department on an as needed basis concerning any matters arising in or under Title 18, [Chapter 59](#) relative to the supervision, rehabilitation or liquidation of any Delaware domestic insurer;
- Attending NAIC national meetings at the request and discretion of the Commissioner and prepare or assist in preparing presentations for Department staff as needed or requested;
- Participating in NAIC task force conference call and meetings at the request and discretion of the Commissioner;
- Assisting as necessary, the Department's compliance with NAIC accreditation standards and examinations;
- Assisting and advising as necessary, the Department's drafting and submission of legislation, regulations and bulletins; and
- Assisting and advising the Commissioner and/or the Department as needed on any Department regulatory matter at the discretion of the Commissioner and/or the Department.

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Contract No. **CONTRACT NO. DOI 19001- EXAM\_SERVICES**  
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**APPENDIX C**

PAYMENT SCHEDULE

Vendor shall submit invoices on a monthly basis to the Department Invoice mailbox. [DOI-Accounting@delaware.gov](mailto:DOI-Accounting@delaware.gov)]

For Discrete Billable Services, the invoice shall include an itemization of hours billed, total hours and services and activities performed. For Discretionary Billable Services, invoices shall not be submitted unless accompanied by written authorization by the Department.

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