

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE INVESTIGATIVE/FORENSIC AUDITING AND RELATED SERVICES
ISSUED BY THE DELAWARE DEPARTMENT OF JUSTICE**

I. Overview

The Delaware Department of Justice (“DDOJ”) seeks technical and financial proposals from qualified offerors to furnish investigative/forensic auditing and related services for the DDOJ. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6902(1), 6981, 6982 and 6986.

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

Public Notice	Date: February 27, 2012
Deadline for Receipt of Proposals	Date: March 12, 2012 by 3 p.m.
Notification of Award:	Date: March 19, 2012

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The DDOJ specifically reserves the right to waive any informalities or irregularities in the proposal format. Each proposal must be accompanied by a cover letter which briefly summarizes the proposing individual’s or firm’s interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP including any contractual terms and conditions which the applicant may have taken in presenting the proposal. The DDOJ reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Service

Introduction: The Delaware Department of Justice is authorized by Delaware law to, *inter alia*, investigate matters involving the public peace, safety and justice, and to protect the public against consumer fraud and deceptive trade practices.

A. General Scope

The DDOJ will enter into a contract under which the selected individual or firm will perform investigative/forensic audits of public recording systems. The selected individual/firm will prepare reports detailing findings made in the investigative/forensic audits, in the form(s) of preliminary findings and/or final reports. Such reports must include detailed information relating to the accuracy and reliability of public recording systems.

- a) Term – The minimum length of the contract term is one (1) year, with a one (1) year renewal option.
- b) Fixed Hourly Rates – Hourly rates for all the offeror’s employees to be involved in the investigative/forensic audits must be specified. The hourly rates are subject to change after 1 (one) year following the date of the contract, subject to a maximum increase of 3 percent.

B. Form of Contract

Any contract resulting from this RFP must include the terms and conditions contained herein, subject to negotiation. Offers based upon different or inconsistent terms or conditions may be rejected.

C. Location of Services

The nature of the work requires travel throughout the state for site visits to perform audits. The offeror shall be responsible for providing all office space at its own offices. Office space will be made available at DDOJ for the use of the offeror on an as needed basis.

D. Timeliness of Service

The selected individual/firm will respond to a request on an as needed basis from the DDOJ for an investigative/forensic audit by having a partner in the field to begin the investigative/forensic audit within three (3) business days of the DDOJ’s request.

III. Proposal Procedures

A. Proposals

To be considered, all proposals must be submitted in writing and must respond to the items outlined in this RFP using the requested format. The DDOJ reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with four (4) copies in a sealed envelope conspicuously labeled "Delaware Department of Justice – Forensic/Investigative Auditing and Related Services Proposal." The envelope should also contain the name, address and telephone number of the proposing individual or firm. If delivered by mail, the proposal shall be enclosed in an inner envelope labeled as indicated above.

All proposals must be delivered in person or by mail to:

Attention: Leon Minka
Controller
Delaware Department of Justice
Carvel State Office Building
820 N. French Street, 6th Floor
Wilmington, DE 19801

Any proposal submitted by mail shall be sent by either certified or registered mail, or by Federal Express. Proposals must be received at the above address no later than 3:00 p.m. on March 12, 2012. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing individual or firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities at any time.

B. 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.

IV. Required Information

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

A. Minimum Requirements

- (1) Delaware business license:

Provide evidence of a current Delaware business license.

- (2) Professional liability insurance:
Provide evidence of current professional liability insurance in the amount of \$1,000,000.

B. General Evaluation Requirements

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

- (1) Offeror shall provide a detailed description, resume or curriculum vitae outlining the individual's or firm's overall experience and reputation, including resume(s)/curriculum vitae of key personnel proposed to be assigned to this project.
- (2) Offeror shall provide detailed information regarding specific expertise of the individual or firm, and key personnel proposed to be assigned to this project, in any or all of the areas outlined under Section II "Scope of Service" of this RFP, particularly as it relates to work or projects within the public sector.
- (3) Offeror shall provide detailed information on the individual's or firm's capacity to meet the requirements outlined under Section II "Scope of Service" of this RFP, including, but not limited to, size of individual or firm, key personnel proposed to be assigned (including their resume(s)/curriculum vitae, see item (1) above under this section), number of other projects/assignments/clients that would be on-going concurrent with this project, etc.
- (4) Offeror shall provide the geographical location of its headquarters as well as any branch office(s) from which key personnel involved with this project will work. In addition, if the headquarters or branch office(s) of the offeror is outside of the State of Delaware, offeror shall describe in detail its work and travel plans it proposes to meet the requirements under Section II "Scope of Service."
- (5) Offeror should provide specific examples of projects completed that demonstrate the individual's or firm's ability to perform the work described under Section II "Scope of Service," particularly examples involving projects in the public sector.
- (6) Offeror should provide the proposed cost for providing the services on an hourly basis for the as needed services outlined under Section II

“Scope of Service” for a minimum of a one (1) year term. The offeror may also propose costs for the provision of such services up to a maximum of two (2) years so long as a schedule of costs for each contract year is outlined. The offeror shall provide the basis (fixed price, by unit, etc.) for the proposed cost to provide the services and any escalator used for subsequent contract years proposed.

V. Evaluation Process

All proposals submitted in response to the RFP shall be reviewed by the Proposal Review Committee.

A. Proposal Review Committee

The Proposal Review Committee shall be comprised of persons designated by the DDOJ. The Committee shall determine the individuals or firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in *29 Del. C. §§ 6981, 6982 and 6986*. The Committee shall interview at least one of the qualified individuals or firms. The Committee may negotiate with one or more individuals or firms during the same period and may, at its discretion, terminate negotiations with any or all individuals or firms. The Committee shall make a recommendation regarding the award to the Chief Deputy Attorney General, who shall have final authority, subject to the provisions of this RFP and *29 Del. C. § 6982*, to award a contract on behalf of the DDOJ to the successful individual(s) or firm(s).

B. Proposal Selection Criteria

The Proposal Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing individuals or firms. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The proposals shall contain the essential information under which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the DDOJ to be essential for use by the Committee 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 to participate in the Proposal Review Committee’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 Committee.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.

- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any individual or firm and negotiate with more than one individual or firm at the same time.
- Award to one or more individuals and/or firms pursuant to 29 *Del. C.* § 6986 on the following basis: by county or for the need to address any potential conflicts that the successful firm may have with a specific assignment.

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.

Exclusions

The Proposal Review Committee reserves the right to refuse to consider any proposal from an Individual/firm who:

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

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

	Evaluation Item	Maximum Points
1)	Experience and Reputation - Offeror shall provide a detailed description, resume or curriculum vitae outlining the individual's or firm's overall experience and reputation, including resume(s)/curriculum vitae of key personnel proposed to be assigned to this project.	25
2)	Expertise (particular to project under consideration) - Offeror shall provide detailed information regarding specific expertise of the individual or firm, and key personnel proposed to be assigned to this project, in any or all of the areas outlined under Section II "Scope of Service" of this RFP, particularly as it relates to work or projects within the public sector.	15
3)	Capacity to meet requirements (size, financial condition, etc.) - Offeror shall provide detailed information on the individual's or firm's capacity to meet the requirements outlined under Section II "Scope of Service" of this RFP, including, but not limited to, size of individual or firm, key personnel proposed to be assigned (including their resume(s)/curriculum vitae, see 1) above under this section), number of other projects/assignments/clients that would be on-going concurrent with this project, etc.	15
4)	Location (geographical) - Offeror shall provide the geographical location of its headquarters as well as any branch office(s) from which key personnel involved with this project will work. In addition, if the headquarters or branch office(s) of the offeror is outside of the State of Delaware, offeror shall describe in detail its work and travel plans so as to meet the requirements under Section II "Scope of Service".	15
5)	Demonstrated Ability - Offeror shall provide specific examples of projects completed that demonstrate the individual's or firm's ability to perform the work described under Section II "Scope of Service," particularly examples involving projects in the public sector.	15
6)	Proposed Cost – Proposal Review Committee's opinion regarding the Offeror's proposed cost resulting in a quality, cost effective program.	15

TOTAL POINTS

100 Points

VI. Contract Conditions

The individual or firm awarded the contract under this RFP shall be subject at minimum, but not exclusively, to the following contractual provisions:

A. Term

The term of the contract between the successful individual or firm and the DDOJ shall be at minimum one (1) years in length. The contract may be terminated by either party upon thirty (30) days written notice. In the event the successful individual or firm materially breaches any obligation under this Agreement, the DDOJ may terminate this Agreement upon thirty (30) days written notice.

B. Non-appropriation

In the event that the General Assembly fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated, as to any obligation of the General Assembly requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

C. Notice

Any notice to the DDOJ required under this Agreement shall be sent by registered mail to:

Attention: Leon Minka
Controller
Delaware Department of Justice
Carvel State Office Building
820 N. French Street, 6th Floor
Wilmington, DE 19801

D. Formal contract

The successful individual or firm shall promptly execute a contract incorporating the terms of this RFP within five (5) days after the award of the contract. No bidder is to begin any service prior to the issuance of a purchase order by DDOJ and receipt of a fully executed original contract signed by authorized representatives of the individual or firm and the DDOJ.

E. Indemnification

By submitting a proposal, the proposing individual or firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, the Delaware Department of Justice, its agents and employees from any and all liability, suits,

actions, or claims, together with all costs, expenses for attorney's fees, arising out of the individual's or firm's, its agents' and employees' performance of 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, in whole or in part, to the State, Delaware Department of Justice, its employees or agents.

F. Performance

In performance of this contract the individual or firm is 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 individual or firm. The individual or firm shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

G. Insurance

a) Individuals/firms recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Individuals/firms's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Individuals/firms in their negligent performance under this contract.

b) The Individuals/firms shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Individuals/firms is an independent contractor and is not an employee of the State of Delaware.

c) During the term of this contract, the Individuals/firms shall, at its own expense, carry insurance minimum coverage limits as follows:

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|--------------------------------------|-------------------------|
| 1. Commercial General Liability | \$1,000,000 |
| AND | |
| 2. Medical or Professional Liability | \$1,000,000/\$3,000,000 |
| OR | |
| 3. Misc. Errors and Omissions | \$1,000,000/\$3,000,000 |
| OR | |
| 4. Product Liability | \$1,000,000/\$3,000,000 |

The successful Individuals/firms must carry (a) and at least one of (b), (c), or (d) listed above, depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the successful Individuals/Firms shall, in addition to the above coverages, secure at its own

expense the following coverage:

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

d) The Individuals/firms shall provide a certificate of insurance as proof that the Individuals/firms have the required insurance.

Notwithstanding the information contained above, the successful Individuals/firms(s) shall indemnify and hold harmless the State of Delaware, the DDOJ, and its employees from contingent liability to others for damages because of bodily injury, including death, that may result from the successful Individuals/firms(s)'s negligent performance under this contract, and any other liability for damages for which the successful Individuals/firms(s) is required to indemnify the State, the DDOJ and its employees under any provision of this contract.

H. Non-discrimination

In performing the services subject to this RFP, the individual or firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful individual or firm 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.

I. Covenant against contingent fees

The successful individual or firm 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 the bidder for the purpose of securing business. For breach or violation of this warranty, the Delaware Department of Justice 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.

J. Contract Documents

The RFP and the executed Contract between the DDOJ and the successful individual or firm shall constitute the Contract between the DDOJ and the individual or firm. 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, then RFP. No other documents shall be considered. These documents contain the entire agreement between the DDOJ and the individual or firm.

K. Applicable Law

The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful individual or firm consents to jurisdiction and venue in the State of Delaware.

L. Scope of Agreement

If the scope of any provision of this RFP or the executed Contract is 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 successful individual or firm and the DDOJ consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

M. Covenant against Contingent Fees

The successful Individuals/firms will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Individuals/firms 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.

N. Licenses and Permits

In performance of the contract, the Individuals/firms 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 Individuals/firms. Any individual who is assigned by the successful individual(s)/firm(s) must possess a professional license from the Delaware Board of Accountancy. In addition, the successful individual(s)/firm(s) shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

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

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject

Individuals/firms to applicable fines and/or interest penalties.

O. Independent contractors

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

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

P. State's Right to Cancel Solicitation

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

This RFP does not constitute an offer by the State of Delaware. Individual's /firm's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

Q. State's Right to Award Multiple Source Contracting

Pursuant to *29 Del. C. § 6986*, the State of Delaware may award a contract under this RFP for a particular professional service to two or more Individuals/firms if the agency head makes a determination that such an award is in the best interest of the State of Delaware.