



**Department of Natural Resources and
Environmental Control**

**Office of the Secretary
Financial Assistance Branch**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE LOAN PORTFOLIO MANAGEMENT SYSTEM SOFTWARE APPLICATION,
DATA HOSTING, MAINTENANCE SUPPORT SERVICES, AND TRAINING**

TABLE OF CONTENTS

	Page(s)
SECTION I: Overview	6
SECTION II: Definitions	7-8
SECTION III: Scope of Services	9
SECTION IV: Required Information	10
A. Minimum Requirements	10
B. General Evaluation Requirements	10-12
SECTION V: Professional Services RFP Administrative Information	12
1. RFP Issuance	12
1. Obtaining copies of the RFP	12
2. Public Notice	12
3. Assistance to Vendors with a Disability	12
4. Americans with Disabilities Act	12
5. RFP Designated Contact	12-13
6. Consultants and Legal Counsel	13
7. Contact with State Employees	13
8. Organizations Ineligible to Bid	13
9. Exclusions	13-14
2. RFP Submissions	14
1. Acknowledgement of Understanding of Terms	14-15
2. Proposals	15
3. Proposal Modifications	15
4. Proposal Costs and Expenses	15
5. Proposal Expiration Date	15
6. Late Proposals	15
7. Proposal Opening	15
8. Non-Conforming Proposals	16
9. Concise Proposals	16
10. Realistic Proposals	16
11. Confidential/Proprietary Documents	16-17
12. Multi-Vendor Solutions (Joint Ventures)	17
a. Primary Vendor	17-18
b. Sub-Contracting	18
c. Multiple Proposals	18
13. Discrepancies and Omissions	18
a. RFP Question and Answer Process	18-19
14. State's Right to Reject Proposals	19
15. State's Right to Cancel Solicitation	19
16. State's Right to Award Multiple Source Contracting	19
17. Notification of Withdrawal of Proposal	19-20

TABLE OF CONTENTS

	Page(s)
18. Revisions to the RFP	20
19. Exceptions to the RFP	20
20. Award of Contract	20
a. RFP Award Notifications	20-21
3. Vendor Background	21
1. Corporate Identity	21
2. Corporate Financial Status	21
3. Long Term Potential	21
4. Software Support	21
5. Description of Proposed Products	21
6. Differentiation from Others	21
7. Methodology/Approach	22
4. RFP Evaluation Process	22
1. Proposal Evaluation Team	22-23
2. Proposal Selection Criteria	23
a. Criteria Weight	23
3. Proposal Clarification	23
4. References	23
5. Oral Presentations	23
6. Clarification of Vendor Responses	24
5. Contract Terms and Conditions	24
1. General Information	24
2. Mandatory Use Contract	24-25
3. Collusion or Fraud	25
4. Lobbying and Gratuities	25
5. Solicitation of State Employees	25-26
6. General Contract Terms	26
a. Independent Contractors	26
b. Non-Appropriation	26
c. License and Permits	26-27
d. Notice	27
e. Performance Bond Requirement	27
f. Indemnification	27
1. General Indemnification	27
2. Proprietary Rights Indemnification	27-28
g. Insurance	28-29
h. Performance Requirements	29
i. Responsibility for Damage and Care of Property	29
j. Schedule for Performance of Work	29
k. Taxes	29
l. Warranty	30
m. Costs and Payment Schedules	30
n. Invoices	30
o. Prompt Payment	30

TABLE OF CONTENTS

	Page(s)
p. Accounts and Audit	30
q. Penalties	30
r. Termination for Cause	30-31
s. Termination for Convenience	31
t. Assignment	31
u. Non-Discrimination	31-32
v. Covenant against Contingent Fees	32
w. Maintenance and Support Activity	32
x. Work Product	32
y. Source Code	32
z. Cloud and External Hosting	32
aa. Buyouts, Change of Ownership, Insolvency	32-33
bb. Contract Documents	33
cc. Applicable Law	33-34
dd. Scope of Agreement	34
ee. Other General Conditions	34
1. Current Version	34
2. Current Manufacture	34
3. Product Substitution	34
4. Volumes and Quantities	34
5. Prior Use	34
6. Status Reporting	34
7. Regulations	34
8. Changes	34
9. Additional Terms and Conditions	35
6. RFP Miscellaneous Information	35
1. No Press Releases or Public Disclosure	35
2. RFP Reference Library	35
3. Definitions of Requirements	35
4. Production Environment Requirements	35
SECTION VI: Appendixes	
1. Background Information	36
2. Detailed Requirements	37-40
3. Technology Request for Proposal Guidelines	41-42
SECTION VII: Attachments	
Proposal Reply Section	43
Attachment 1: No Proposal Reply Form	44
Attachment 2: Non-Collusion Statement	45-46
Attachment 3: Exceptions	47
Attachment 4: Confidentiality and Proprietary Information	48
Attachment 5: Business References	49-50
Attachment 6: Subcontractor Information Form	51
Attachment 7: Balance Sheet	52-53
Attachment 8: Qualifications and Performance of Applicant	54-55

Attachment 9: Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement	56
Attachment 10: Office of Supplier Diversity Certification Application	57
Attachment 11: First State Financials – Accounts Payable and Accounts Receivables Interfaces	58-59

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE LOAN PORTFOLIO MANAGEMENT SYSTEM SOFTWARE APPLICATION,
DATA HOSTING, MAINTENANCE SUPPORT SERVICES, AND TRAINING**

**ISSUED BY Department of Natural Resources and
Environmental Control
Office of the Secretary
Financial Assistance Branch**

I. Overview

The Department of Natural Resources and Environmental Control, Office of the Secretary, Financial Assistance Branch (FAB) seeks a responsible and competent vendor to provide an out of the box web-based loan portfolio management system software application, data hosting, maintenance support services, and staff training. This Request for Proposal (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

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

Public Notice	Date: January 7, 2013
Questions Due:	Date: February 1, 2013 by 4:30 p.m. EST
Responses Due:	Date: February 11, 2013 by 4:30 p.m. EST
Deadline for Receipt of Proposals	Date: March 1, 2013 by 3:00 p.m. (Opening Date)
Anticipated Notification of Award	Date: April 1, 2013

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

This Request for Proposal (RFP) contains instructions governing the proposals to be submitted, requirements, required features, evaluation criteria and contractual terms and conditions.

II. Definitions

1. The following TERMS and DEFINITIONS shall apply to this Request for Proposal.
 - Agency – a state government organization
 - Clean Water State Revolving Fund (CWSRF) – Delaware Water Pollution Control Revolving Fund, commonly referred to as CWSRF; provides loans and other financial assistance for construction, rehabilitation, and repair of wastewater, stormwater, and non-point source projects to municipalities, investor owned utilities, profit and non-profit organizations, farmers, and individual home owners
 - Data Hosting – refers to secure data storage and retrieval located in a Cloud, Offsite Hosting over a network as a credible alternative to traditional IT delivery models
 - Department of Natural Resources and Environmental Control (DNREC) – the parent department of the Office of the Secretary
 - Department of Technology and Information – the State of Delaware’s central information technology organization chartered to deliver core services to other state organizations and exercise governance over the technology direction and investments of the state
 - Drinking Water State Revolving Fund (DWSRF) – Safe Drinking Water Revolving Fund, commonly referred to as the DWSRF; provides loans and other financial assistance for the construction, rehabilitation, and repair of drinking water projects to municipalities, investor owned utilities, and profit and non-profit organizations
 - Financial Assistance Branch (FAB) – branch office within DNREC’s Office of the Secretary
 - First State Financials (FSF) – State of Delaware’s centralized financial management system
 - Government Support Services (GSS) – a Division within the State of Delaware Office of Management and Budget that is acting in a supervisory capacity for this Request For Proposal process
 - Loan Portfolio Management System Software Application – computer software application that can be used to enter, track, update, and provide various reports for ongoing projects, loans, grants, bonds, borrowers, and contacts
 - Office of the Secretary (OTS) – a Division within the Department of Natural Resources and Environment Control
 - Office of Technology and Information – the section within the Delaware Department of Natural Resources and Environmental Control that provides information technology resources and support for the Department

- Out Of The Box Software Solution – a computer software program that can provide client requirements without significant customization
- Proposal – the document and supporting evidence submitted by a Vendor containing specifications and pricing in response to the Request for Proposal
- Required Feature – a characteristic offered by a vendor which is a necessary requested service capability and performance enhancement is considered to be mandatory
- Web-based – computer software application that can be accessed from the internet with appropriate security and log-in controls

III. Scope of Services

The Department of Natural Resources and Environmental Control, Office of the Secretary, Financial Assistance Branch (FAB), wishes to procure a dependable, proven loan portfolio management system software application that can handle the complexities of the Clean Water and Drinking Water State Revolving Fund (SRF) programs. An out of the box web-based solution with a robust foundation is needed that will permit rapid implementation while maintaining flexibility as the SRF programs evolve. The software solution must include loan, bond, grant, project, flexible reporting, and stakeholder communication functionality. The software architecture must be designed to facilitate user configuration so that transaction types and business processes can be maintained by FAB's management and staff. In addition, the software solution must be able to interface with the proprietary general accounting ledgers for the SRF programs, and accounts payable and accounts receivable processes within the State's centralized financial management system – First State Financials (FSF).

The software vendor must commit to a first-time successful installation (including data conversion) and implementation of no more than 5 months for the software system, data hosting, procedures for ongoing maintenance and support, and training for staff. All of the proposed services must be priced to deliver cost-effectiveness and value. This should include reasonable licensing fees and hourly rates.

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 within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements as described below and in Appendix No. 2

1. Transmittal letter
2. Delaware Business License
 - Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
3. Professional liability insurance
 - Provide evidence of professional liability insurance in the amount of \$1,000,000.00 / \$3,000,000.00
4. Audited financial statements, income statements and balance sheets for two consecutive previous years.
5. Attachment(s) to be completed by vendor.

B. General Evaluation Requirements

1. **Contract Administration**
 - Provide the name of the employee who will be the administrative manager of the contract. Also list other jobs this individual has completed of this magnitude for other customers.
 - Provide an organizational chart of the company and qualifications, certifications and job descriptions of staff and management staff.
 - Explain your procedures for escalation of problems when they are reported.
 - Explain your procedures for working/coordination with the State of Delaware Department of Technology and Information (DTI), Department of Natural Resources & Environmental Control's Office of Information and Technology (OIT) to ensure compliance with all contractual and technical requirements, terms and State policies and procedures.
<http://dti.delaware.gov/information/standards-policies.shtml>
 - Provide a proposed timeline not to exceed 5 months describing milestones for the installation and implementation of the requested services.
 - Explain procedures and controls to help ensure that project implementation schedules are met on time within budget and agreed upon costs.

2. **Maintenance and Support Capabilities**

- Provide a list of all current maintenance and support employees, their certifications, number of years of experience, and job descriptions and/or territories. Please specify those that will be available to support the State of Delaware contract.
- Provide an example of a complex software modification project and the step by step process for development and management of the modifications and changes.
- Define your overall approach to include policies, procedures, systems and organization for providing effective and timely service and support. This should include, but is not limited to the following:
 - Your response time to:
 - Phone support
 - Provide consultation in all subject areas (*create our own requirements as to how to do a walk through on technical problems)
 - Offer training capabilities i.e. in-house instructors and their certifications and/or any subcontractor resources the State could use.

3. **Capacity to meet RFP requirements**

This section of the proposal will cover the details of the offering and how the proposal addresses and meets the mandatory requirements of the contract.

4. **Experience, Reputation and References**

Proposals shall include at least three (3) references the vendor has with currently, or within the last three (3) years that are of similar scope and value. Include business name, address, telephone number, fax number, email address and a verified current contact person.

5. **Pricing/Pricing Structure**

Prices submitted by vendors for services as part of the Request for Proposal process will be included in the overall evaluation scoring to determine the overall points for each vendor.

6. **Expertise**

- Give a brief description of the evolution of the software program including the first installed site and major developments that have occurred.
- Identify the programming language(s), database management system or other software product(s) utilized in the development of the software.
- List any enhancements implemented within the last twelve (12) months.

7. **Demonstrated ability**

Please provide the degree to which the proposed software application allows the changing of parameters by end users to adjust for loan

program changes, and modify report functionality without vendor reprogramming. In addition, please describe the proposed software application ability to interface with SRF program proprietary general accounting ledgers, and FSF accounts payable and accounts receivable interface process. Utilizing the FSF interface process requires that data be sent to FSF in a specified format. Please see Attachment 11: First State Financials Accounts Payable and Accounts Receivable Interfaces, and attached FSF File Layouts.

V. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This Loan Portfolio Management System Software Application RFP is available in electronic form [only] through the State of Delaware, Government Support Services website at <http://bids.delaware.gov>.

2. Public Notice

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

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. American with Disabilities Act

Pursuant to federal regulations promulgated under the authority of the American with Disabilities Act, 28 C.F.R. 35.101 et. seq. any vendor for the FAB understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in contracts resulting from this RFP. As a condition of accepting this RFP, the vendor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the American with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the State of Delaware through contracts with outside vendors.

The vendor shall be responsible for and agrees to indemnify and hold harmless the State of Delaware from losses, damages, expenses, claims, demands, suits and actions brought by any party against the State as a result of the vendor's failure to comply with the provisions of the American Disabilities Act.

5. 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.

Terry L. Deputy
Department of Natural Resources
and Environmental Control
Office of the Secretary
Financial Assistance Branch
5 East Reed Street, Suite 200
Dover, Delaware 19901-7334
(302) 739-9941
terry.deputy@state.de.us

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

6. Consultants and Legal Counsel

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

7. 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.

8. 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.

9. Exclusions

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

a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of

business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

d) Has violated contract provisions such as:

1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

e) Has violated ethical standards set out in law or regulation; and

f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

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 State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with ten (10) paper copies.

All properly sealed and marked proposals are to be sent to the State of Delaware at the address below and received no later than **3:00 PM EST** on **March 1, 2013**. The Proposals may be delivered by certified or registered U.S. Mail, Express Delivery (e.g., FedEx, UPS, etc.), or by hand to:

**Loan Portfolio Management System Software RFP
Contract No.
Department of Natural Resources and Environmental Control
Office of the Secretary
Financial Assistance Branch
5 East Reed Street, Suite 200
Dover, Delaware 19901-7334**

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

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

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the vendor at least through **September 30, 2013**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidential/Proprietary Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be

recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions. Trade secrets or proprietary information submitted by a vendor in connection with a procurement transaction shall not be subject to public disclosure; however, the vendor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

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. Failure to mark the data or other materials as stated will result in data or other materials being released to vendors or the public as provided in the Delaware Freedom of Information Act.

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 "**primary vendor**". The "**primary vendor**" 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 vendors' systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve agent of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendors shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a. Primary Vendor

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

Any contract that may result from this RFP shall specify that the primary vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make

contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the primary vendor (awarded agent).

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

b. Sub-Contracting

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

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

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Subcontracting vendors may participate in multiple joint venture proposals.

13. Discrepancies and Omissions

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

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, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by 4:30 p.m. February 11, 2013.

Vendors' names will be removed from questions in the responses

released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

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

14. State's Right to Reject Proposals

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

15. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor. This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a 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.

16. 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.

17. 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.

18. Revisions to the RFP

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

19. Exceptions

The FAB shall evaluate each exception according to the intent of the terms and conditions contained herein, but the FAB must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of agents.

Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. Exceptions must be clearly noted as "Exception to Terms and Conditions" and contain a complete explanation.

20. Award of Contract

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

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

a. RFP Award Notifications

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

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

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose

proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

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

C. Vendor Background

1. Corporate Identity

- a. Provide the identity of any parent corporation.
- b. Provide the identity of any subsidiaries if appropriate.
- c. Provide the Tax Identification Number for a corporate background and credit check.

2. Corporate Financial Status

- a. For publicly held companies, vendors must provide a copy of the firm's audited financial statements from the most recent fiscal year, and the preceding two fiscal years.
- b. For privately held companies, vendors must provide either a copy of audited financial statements for the most recent and two preceding fiscal years or other indicators of financial stability as certified by an officer of the company.
- c. Indicate the percentage of total annual revenue that the proposed product generated for the most recent and two preceding fiscal years.

3. Long Term Potential

- a. Provide a full discussion of the Software's long-term potential.
- b. Explain any features which will extend the Software's life expectancy in the marketplace.
- c. Discuss your willingness to put a copy of the source code in a repository for the FAB's use in the event of vendor business cessation/contract breach.

4. Software Support

- a. Identify the primary and backup field office locations for the software.
- b. Indicate which location(s) would support the Software's implementation, maintenance, and ongoing use.

5. Description of Proposed Products

- a. Provide an overview of the features and capabilities of the software components (modules) being proposed and their relationship to one another.

6. Differentiation from Others

- a. Identify those overall and application specific features and capabilities which the vendor feels differentiates it from its competition.

7. Methodology/Approach

- a. Describe the methodology/approach used for this project including a work plan.

D. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Department Secretary who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the 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 Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.

- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following criteria:

a. Criteria Weight

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

Criteria	Weight (points)
Contract Administration	100
Service and Support Capabilities	75
Capacity to meet RFP requirements	50
Experience, Reputation and References	75
Pricing/Pricing Structure	125
Expertise	75
Demonstrated Ability	150
Total	650

[Note: Price can only be considered in contract for professional services under §6982(b).]

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

6. Clarification of Vendor Responses

Additionally any requests for clarification or alteration, if required, will be issued in writing and written responses from the vendor will become an integral part of the vendor's response.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful agent and the State shall be for one (1) year with the option to renew on an annual basis for four (4) one-year extensions.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Agents will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected agent's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the agent's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the agent to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Mandatory Use Contract

29 Del. C. §6911(d) is not applicable to this contract.

3. Collusion or Fraud

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

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

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

4. Lobbying and Gratuities

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

The 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 State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

5. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the vendor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or

federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

6. General Contract Terms

a. Independent contractors

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

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

b. Non-Appropriation

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

c. Licenses and Permits

In performance of the contract, the agent 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 agent. The agent 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 the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

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

**Terry L. Deputy
Department of Natural Resources and
Environmental Control
Office of the Secretary
Financial Assistance Branch
5 East Reed Street, Suite 200
Dover, Delaware 19901-7334**

e. Performance Bond Requirement

The agent shall furnish and keep in full force and effect, during the term of the contract, a performance guarantee made payable to the FAB, in the amount of the concessionaire's annual contract fee conditioned for the full performance of all terms and conditions contained in the contract. The performance guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the FAB. Said amount is not subject to increase but shall remain constant throughout the terms of the contract.

f. Indemnification

1. General Indemnification.

The agent agrees that it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the agent's actions, 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, in whole or in part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

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

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

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

g. Insurance

1. Agent 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 agent'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 agent in their negligent performance under this contract.
2. The agent 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 agent is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the agent shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the agent shall, in addition to the

above coverage, secure at its own expense the following coverage:

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

4. The agent shall provide a certificate of insurance as proof that the agent has the required insurance.

h. Performance Requirements

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

i. Responsibility for Damage and Care of Property

The agent will be held financially responsible for any damage to the grounds, buildings, equipment, intellectual property or other work product caused by act or omission of the agent, their subcontractors or employees or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by the agent to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level workmanship.

j. Schedule for Performance of Work

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the FAB shall be the sole judge of the term "reasonable". If the agent does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

k. Taxes

The State is exempt from Federal excise, state, and local taxes, and such taxes shall not be included in prices quoted. Applicable tax exemption information will be furnished, if requested, to the agent.

l. Warranty

The agent will provide a warranty that the deliverables provided pursuant to the contract will function as designed throughout the duration of the contract. The warranty shall require the agent correct, at its own expense, the setup, configuration, customizations, modifications and protection from security breaches so that it functions according to the State's requirements.

m. Costs and Payment Schedules

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

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

n. Invoices

Invoices will be submitted to the FAB, 5 East Reed Street, Suite 200, Dover, DE 19901-7334. Frequency of invoices will be 30 days unless otherwise negotiated. Invoices will list supplies provided and services completed.

o. Prompt Payment

Payment terms are NET 30 days. No discount shall apply for early payment. No penalties shall apply for late payments.

p. Accounts and Audit

The agent agrees to maintain the books of accounts and records of all operations and to establish systems of bookkeeping and accounting in a manner satisfactory to the Department and to permit an inspection of said books and records by the Department and the State Auditor's Office as often as in the judgment of the Department such inspection is deemed necessary. The Department may conduct an audit at least once annually during the term of the contract. In the event of a discrepancy, the agent will be accountable for any and all unreported revenues and will be penalized an additional 5% on the unreported amount.

The agent also agrees to submit an annual financial statement, which includes a listing of all gross receipts/sales, prepared by a certified public accountant, ending December 31 of each year. This annual statement shall be submitted to the Department on or before January 31 of each year, beginning with the 2013 calendar year's statement.

q. Penalties

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

r. Termination for Cause

If for any reasons, or through any cause, the agent fails to fulfil in timely and proper manner his obligations under the contract, or if the agent violates any of the covenants, agreements or stipulations of the contract,

the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the agent of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

In the event that the contract terminates as aforesaid, any property of the agent under control of the FAB may be held by the FAB until all indebtedness of the agent hereunder at any time of termination of the contract is paid in full.

s. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the agent under the contract shall, at the option of the State of Delaware, become its property, and the agent shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the agent will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the agent as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the agent shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the agent during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

t. Assignment

Assignment of any portion of the contract without permission of the FAB is prohibited.

u. Non-discrimination

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

v. Covenant against Contingent Fees

The successful agent 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 agent 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.

w. Maintenance and Support Activity

No maintenance and support activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the agent. The agent must attest to the fact that no maintenance and support 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.

x. Work Product

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

y. Source Code

Agent shall place software source code in escrow, including the most current revisions and "fixes," to be released to the FAB in the event of dissolution of the agent's company or a breach of contract. Mechanics of the escrow shall be negotiated, but could consist of code being deposited in a shared safe deposit box or with a neutral third party.

z. Cloud and External Hosting

Agent shall follow the non-negotiable terms and conditions and Statement of Work Clauses as approved by DTI and the Delaware Department of Justice identified in Appendix No. 3.

aa. Buyouts, Change of Ownership, Insolvency

In the event the agent should change ownership for any reason whatsoever, the FAB shall have the exclusive option of continuing under the terms and conditions of the contract with the agent or its successors or assigns for such period of time as is necessary to replace the hardware, software, products, materials, reports, studies, or computer programs, or immediately terminating the contract.

In the event that the agent should become insolvent for any reason whatsoever, or make an assignment for the benefit of creditors, or have a receiver appointed, or should it be declared bankrupt under the laws of the United States, or Canada, or should a petition of or reorganization or rearrangement be filed under the bankruptcy laws, the FAB shall have the exclusive option of continuing with the agent or its successors or assigns or trustee in bankruptcy under the terms and conditions of the contract for the full remaining term of the contract, or continuing with the agent or its successors or assigns or trustee in bankruptcy under the terms and conditions of the contract until such period of time as is necessary to replace the Hardware, Software,

Products, materials, reports, studies, or computer programs, or immediately terminating the contract.

bb. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful agent shall constitute the contract between the State of Delaware and the agent. 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, State of Delaware's RFP, agent's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the agent.

cc. Applicable Law

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

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

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

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

The selected agent 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.

dd. Scope of Agreement

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

ee. Other General Conditions

- (1) Current Version** – “Out of the Box” 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) Product Substitution** - All items during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the FAB to do otherwise.

Substitution may require the submission of written specifications and product evaluation prior to any approvals being granted. These items will include equipment, supplies, promotional literature and any other products contracted between FAB and successful vendors.
- (4) 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.
- (5) 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.
- (6) Status Reporting** – The selected agent 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.
- (7) Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (8) Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

- (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**
Agents may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, 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 RFP or resulting contract shall require the prior express written permission of the State of Delaware.
- 2. RFP Reference Library**
The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning agent.
- 3. 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. Agents must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.
- 4. 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.

APPENDIX NO. 1

BACKGROUND INFORMATION

Current Loan Portfolio Management System

A customized loan portfolio management system called FABTrac is currently used to manage, track, and report project management and loan activity for the CWSRF and DWSRF programs. The database has approximately 519 of the following types of accounts, and the program is built on an ASP.Net Framework.

- CWSRF and DWSRF Projects: All loan accounts are initiated in FABTrac from a project module that allows for the entry, tracking, and reporting of projects by type, name, contact information, and related information,
- CWSRF and DWSRF Loans 126 Accounts: Loans closed for wastewater and drinking water infrastructure projects. Accounts have various interest rates, loan amortization schedules, maturities, and in some cases have more than one funding source. Some loans also include grants and principle forgiveness; and the interest charged on loans is separated between fee and interest.
- CWSRF Non-Point Source (NPS) Pollution Control Loans 392 Accounts: Loans closed for the following types of NPS projects that have been to individuals, businesses, farmers, profit and non-profit organization. Accounts have various interest rates, loan amortization schedules, maturities, and in some cases have more than one funding source. Some loans also include grants and principle forgiveness.
 - Community Decentralized Wastewater System Loans
 - Poultry Non-Point Source Pollution Loans
 - Dairy Non-Point Source Pollution Loans
 - Underground Petroleum Replacement Loans
 - Septic System Replacement Loans
 - Expanded Non-Point Source Agricultural Loan Accounts
- Bottle Recycling Loan Accounts 1 Account: This is not associated with the CWSRF or DWSRF program and is used to monitor and track loan repayments associated with a Bottle Recycling Program within DNREC.

APPENDIX NO. 2

DETAILED REQUIREMENTS

A. Mandatory Requirements and Features

Refer to Section 2 for the definition of Mandatory Requirements and Features.

An exclusive agreement is desired with a vendor to provide a web-based loan portfolio management system software application, data hosting, maintenance support services, and staff training. A condition of the agreement will be that the FAB will not incur any advanced costs for the system. The FAB expects that the agent(s) will recover all costs and realize a fair profit through an annual contract.

A contract executed as a result of this Request for Proposal will, at a minimum, include the following:

1. Data Conversion:

Agent will convert FABTrac project and loan data to the format of the new loan portfolio management system software application. The data conversion shall include data reliability and error checking to ensure usability in the new system.

2. Web Based - Loan Portfolio Management System Software Application:

- a) Administration – Ability to define authorities; create system-wide announcements; edit text for e-mails; define document parameters; access or provide data through web services; and maintain approval functionality to all any type of data change to require approval
- b) Security – Defined user system access for functionalities; roles; assignments; and full audit history capability
- c) Projects – Ability to store project information; link projects to multiple loans and funding sources; ability to track project activities from project funding request through project completion including program compliance and reporting
- d) Loans – Ability to store information about loans; access loan balances; create and manage amortizations schedules; support for multiple loan funding sources; store expected draw schedules; link loan draws to project budgets; ability to apply different interest rates to loans; and flexible user defined loan reporting
- e) Grants – Ability to store information about grants to borrowers including expected draw schedules; attach files to grant records, and store threaded notes on grant records; and flexible user defined grant reporting
- f) Bonds – Ability to organize bond records by bond issue; store supporting bond information; set call and put dates; track use of proceeds data; maintain reserve accounts; track bond payments; attach files; and flexible user defined bond reporting

- g) Other Funding Sources – Ability to use unlimited funding sources; assign one to many funding sources to a loan or grant record; assign accounting codes to use with external general accounting ledger; attach files; and flexible user defined funding source reporting
- h) Borrowers – Ability to store information about borrowers; establish borrower relationship with projects; store and use Wire and ACH information for loan disbursement and repayments; attach files to borrower records; and flexible user defined borrower reporting
- i) Contacts – Ability to store contact information including demographic data; associate contacts to an organization; ability to create user defined correspondence such as envelopes, letters, memos, or fax cover sheets for contacts; ability to associate contacts with other records; attach files; and flexible user defined contact reporting
- j) External Portal – Ability to use an external secure portal for contacts, borrowers, business partners access; ability to set security settings to allow external users to see as much as little of their information; ability to allow external user to submit requested information relative to their loans and/or grants
- k) Import / Export Conversion - Ability to execute standardized data importing processes; and extract data from the system
- l) External Integration – Ability to execute accounting general ledger integration programs for posting loan payments

3. Software Configuration

The agent is required to configure all software provided.

- a) Included are any operating system, utility programs, and any necessary custom program modifications.
- b) Any new releases or upgrades to the software should be made available to FAB and installed as a part of normal maintenance items. For major upgrades, the agent shall contact FAB to discuss the upgrade and any additional related costs prior to installation.

4. Software Testing

- a) The agent is expected to fully test all elements of the System software, including enhancements or “debugging” before it is released.
- b) Requested changes must not adversely alter or affect other elements of the program.
- c) The agent shall possess a comprehensive test/acceptance environment that environment shall mirror the structure and functions of the production environment and operate with no effect on the production environment (e.g., data, processes, response time).

5. Software Warranty and Maintenance

- a) The Software must be warranted to perform as advertised, demonstrated and presented.
- b) Any software “bugs” which appear in normal operation will be corrected at the sole expense of the agent.
- c) Any modifications to the source code must be covered by the warranty and maintenance agreements.
- d) Please list agent response time to software related failures in the System.

6. Hardware Installation (if any)

- a) The agent is responsible for hardware installation.
- b) Hardware includes computer and telecommunications devices.
- c) Any subcontractors used must be approved by the Office of Technology and Information.

7. Hardware Warranty and Maintenance (if any)

- a) The agent shall warrant any hardware provided under the Contract to perform as advertised.
- b) The responsibility of maintaining the hardware shall remain with the agent.
- d) Hardware includes computer and telecommunications devices.
- e) Please list agent response time to hardware related failures.

8. Upgrades to Infrastructure

- a) Infrastructure improvements to any DNREC facilities are the responsibility of the agent, including wiring and cabling additions or upgrades.
- b) Any subcontractors used must be approved by the Office of Technology and Information.

9. Computer Hardware Specification and Location

- a) Hardware shall consist of industry standard components subscribing to Intel and Microsoft Windows standards.
- b) Hardware shall use open architecture design standards.
- c) Server(s) shall be certified to use Network Operating System (NOS), Disk Operating System (DOS), Relational Database Management Software (RDBMS) and application software proposed. Processors, memory, and drive capacity will be adequate to efficiently (with minimal degradation under load) carry out all functions associated with the software/operating environment. Please describe the Server(s) proposed (including manufacturer and model).
- d) Agent shall establish an auxiliary server as part of a disaster recovery system required by DTI. This includes full system capabilities in the event of a main system failure.

10. Data Hosting

See APPENDIX NO. 3

11. Management and Staff Training:

Agent will provide a training plan acceptable to the FAB as part of the proposal to ensure satisfactory and efficient operation of the System by all users.

- a) Training: include all the necessary materials, manuals, and hands-on training at the FAB at times to be mutually agreed upon at no additional costs. Training will be for management and staff and must include preventive maintenance procedures. Training shall ensure the following:
- Navigate easily through the loan portfolio management software application system
 - Ability to use all functionality of the loan portfolio management software application system

APPENDIX NO. 3

Technology Request for Proposal Guidelines

STANDARD PRACTICES:

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or general practices.

The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that DTI and agencies are requesting an explicit review by the vendor of our Cloud Terms and Conditions (T&C's), including an item-by-item acknowledgement from the candidate vendor.

<http://dti.delaware.gov/pdfs/pp/Cloud-External-Hosting.pdf>

CONFIDENTIALITY AND DATA INTEGRITY:

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor must agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, Attachment 10, made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

SECURITY:

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your

review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of the vulnerabilities listed in that document.

CYBER SECURITY LIABILITY:

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

Require the vendor to submit the necessary Architecture Review Board (ARB) templates as part of their proposal.

Contract No. _____

Contract Name: Loan Portfolio Management System Software Applications RFP

PROPOSAL REPLY SECTION

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope to Department of Natural Resources and Environmental Control, Office of the Secretary, Financial Assistance Branch by **March 1, 2013 at 3:00 p.m.**, at which time proposals will be opened.

Proposals shall be submitted to:
State of Delaware
Department of Natural Resources and Environmental Control
Office of the Secretary
Financial Assistance Branch
5 East Reed Street, Suite 200
Dover, DE 19901-7334

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the license shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the vendor(s), not to serve as a forum for determining the apparent low vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

Contract No. _____

Contract Name: Loan Portfolio Management System Software Application RFP

Attachment 1

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. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

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

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME SIGNATURE

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

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

TITLE: Loan Portfolio Management System Software Application RFP

OPENING DATE: March 1, 2013 @ 3:00 p.m.

Attachment 2

NON-COLLUSION STATEMENT

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Office of the Secretary, Financial Assistance Branch.

COMPANY NAME _____

Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
FEDERAL E.I. NUMBER _____

LICENSE NUMBER _____

(Circle one)

COMPANY CLASSIFICATION CERT. NO. _____	Y N	Y N	Y N
<u>C. Women Business Enterprise (WBE)</u>		<u>D. Minority Business Enterprise (MBE)</u>	<u>E. Disadvantaged Business Enterprise (DBE)</u>

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

Continued on Next Page

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 BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 ____

Notary Public _____

My commission expires: _____

City of _____

County of _____

State of _____

Contract No. _____

Contract Name: Loan Portfolio Management System Software Application RFP

Attachment 5

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 list the contract.

1.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

Continued on Next Page

2.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

3.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

Contract No. _____

Contract Name: Loan Portfolio Management System Software Application RFP

ATTACHMENT 6

SUBCONTRACTOR INFORMATION FORM*

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE 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	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
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**

Contract No. _____

Contract Name: Loan Portfolio Management System Software Application RFP

Attachment 7

BALANCE SHEET

DATE: _____, 20__

ASSETS

CURRENT ASSETS

- 1. Cash on hand and in bank..... \$ _____
- 2. Marketable securities _____
- 3. Notes and accounts receivable _____
- 4. _____
- 5. _____
- 6. _____
- 7. Total current assets _____

FIXED ASSETS

- 8. Buildings, equipment, etc. _____
- 9. LESS: Accumulated depreciation _____
- 10. Net fixed assets _____
- 11. Land _____
- 12. Total fixed assets _____

Continued on Next Page

OTHER ASSETS

- 13. Investments _____
- 14. _____
- 15. _____
- 16. Total other assets _____
- 17. TOTAL CURRENT, FIXED, and OTHER ASSETS \$ _____

LIABILITIES AND NET WORTH

CURRENT LIABILITIES

- 18. Notes and accounts payable \$ _____
- 19. Accrued liabilities _____
- 20. _____
- 21. _____
- 22. _____
- 23. Total Current Liabilities _____

OTHER LIABILITIES

- 24. Mortgages and long-term liabilities _____
- 25. _____
- 26. _____
- 27. Total other Liabilities _____
- 28. Total Liabilities _____
- 29. Net Worth _____
- 30. TOTAL LIABILITIES AND NET WORTH \$ _____

Contract No. _____

Contract Name: Loan Portfolio Management System Software Application RFP

Attachment 8

QUALIFICATIONS AND PERFORMANCE OF APPLICANT

1. Individual or Firm Name & Business Address:

Phone Number: _____ E-mail address _____

Submittal is for: _____ Parent Company _____ Branch Office

2. Name and Title of individual completing application:

3. Year present firm/organization was established: _____

4. Name of Parent Company, if any: _____

a.) Former firm name(s), if any, and year (s) established:

5. Is the business a:

_____ Sole Proprietorship _____ Corporation, in which State?
_____ Partnership _____ Other legal entity

6. Names of Principals to contact:

7. Total personnel for this operation: _____

List by discipline or job description:

8. Describe nature of business: _____

Continued on Next Page

9. Names and addresses of major banks in which the firm/organization has accounts:

a.) _____ c.) _____

b.) _____ d.) _____

10. Names and addresses of several major companies with whom your firm/organization has had accounts during the past three years:

a.) _____ c.) _____

b.) _____ d.) _____

11. Names and addresses of alternate business/personal references (additional references not listed in Attachment 5):

a.) _____ c.) _____

b.) _____ d.) _____

License No. _____

Contract Name: Loan Portfolio Management System Software Application RFP

Attachment 9

State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy On Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature _____

Date: _____

Contractor Name: _____

Contract No. _____

Contract Name: Loan Portfolio Management System Software Application RFP

Attachment 10

**The most recent OSD Certification Application can be found
at the following site address:**

<http://gss.omb.delaware.gov/osd/certify.shtml>

State of Delaware

**Office of Supplier Diversity
Certification Application**



Complete application and send via email, fax or mail to:

Office of Supplier Diversity (OSD)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us

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

Link to Certification Application <http://gss.omb.delaware.gov/osd/certify.shtml>

Attachment 11

First State Financials Accounts Payable and Accounts Receivable Interfaces

Accounts Payable

Several organizations currently enter voucher data in sub-systems and utilize a component interface to create vouchers in FSF and avoid redundant data entry. The data necessary to generate a Voucher in FSF from third-party systems must be uploaded through the use of a standard file format provided by FSF.

Prior to the upload, a vendor paid through this process must exist in FSF. The vendor must be created through the normal creation process (through the Vendor Maintenance person at the Division of Accounting). An FSF vendor interface file is available for downloading into the legacy system. Subsequent vendor files are available to maintain vendors within the legacy system.

Uploaded vouchers can be approved either in the organization's legacy system or through the approval workflow within FSF.

Payment Vouchers

Payment Vouchers - Regular	
Name	Description
DAP_I_079 Payment Vouchers Inbound File Layout	Updated: 10/08/2010 Layout for Payment Vouchers generated from organization's legacy system
DAP_I_079 Payment Vouchers Log Output File Layout	Updated: 12/19/2008 Log file to capture details about the submitted files
DAP005 Vouchers Build Error Log Output File Layout	New: 11/19/2009 Log file to capture failures during FSF Voucher build
DAP_I_080_Payment DetailsFile_Layout	Updated: 11/19/2009 Layout for payment details to be used to update organization's legacy system.
dap008250501	Updated: 12/10/2008 Payment Details Outbound (DAP_I_080) Sample File

Vendors - Non DelDOT

Name	Description
DAP_I_283 NonDOT Vendor Log File Layout	Updated: 02/12/09 Provides feedback on number of records read, processed, errors from FIN-283 Vendor Inbound File received.
FIN-283 Vendor Inbound File Specifications	Vendor Inbound File for Organizations other than DelDOT.
FIN-283 Vendor Outbound File Specifications	Updated: 08/27/09 Vendor Outbound File for Organizations other than DelDOT.

Accounts Receivable Deposits

In order to eliminate redundant data entry for Miscellaneous Cash Receipts, a universal AR interface has been created to allow any organization to auto create the Payments (Deposits) Accounting Entries from their legacy systems. An organization will load Accounting Distribution lines using a standardized XML file format. The organization is still required to review, complete and budget check the accounting entries within the AR Module of FSF before they will post.

AR Deposits

Name	Description
DAR_I_065 Accounting Entries File Layout	Updated: 11/19/2009 File contains format for Accounting Entries data for reconciliation to the Deposit totals.
DAR001CR21310	Updated: 10/15/2009 Sample File - Automatically loads the deposits to AR and load temporary revenue accounts for deposits. For Courts, includes load of accounting distribution lines from COTS.

Attached to this RFP are the above 10 FSF File Layouts.