

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE DEFERRED COMPENSATION CONSULTING SERVICES
ISSUED BY DELAWARE STATE TREASURY
CONTRACT#: OEO1501-DCCONSULT**

I. Overview

The Delaware State Treasury (“DST”), on behalf of the Deferred Compensation Council (“DCC”), is seeking qualified firms to provide deferred compensation consulting services to the State of Delaware (“State”). This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982. The selected firms will serve in a co-fiduciary capacity and will work closely with the State Treasurer, the DCC and DCC staff.

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

Public Notice	Date: July 14, 2014
Deadline for RFP Questions	Date: July 25, 2014
Response to RFP Questions Posted	Date: August 1, 2014
Deadline for Receipt of Proposals	Date: August 15, 2014

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required deferred compensation consulting services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the proposing firm may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to the deferred compensation consulting services will take place outside of the United States. The DST reserves the right to deny any and all exceptions taken to the RFP requirements. Furthermore, DST reserves the right to alter, amend, supplement or withdraw the terms of this RFP at its sole discretion at any time. Failure to respond to any request for information required by this RFP may result in rejection of the proposing firm’s submission.

MANDATORY PREBID MEETING

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

II. Scope of Services

DST, on behalf of DCC, desires to enter into a definitive agreement contract with an experienced professional (respondent or firm) for the purpose of providing deferred compensation consulting services to the State. To avoid potential conflicts of interest, selected consultant will serve as a consultant only and not be considered a candidate for any other deferred compensation services the State may solicit.

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Duties of consultant to include the following:

- Evaluation of both current deferred contribution (403(b) and 457(b)) plans for State of Delaware.
- Recommend course of action to improve plans from both the administration and participant viewpoint including the selection of a plan record keeper(s)/custodians, investment management services and plan investment selections, participant education and ongoing monitoring and evaluation of investment choices, active communication and education to the employees and the DCC.
- Based on above recommendations, development of RFP(s) to solicit capable professionals to carry out the recommended course of action.
- Assist in evaluating RFP proposals.
- Appearance before the DCC, as needed.
- Set benchmarks to evaluate plan performance
- Perform annual fee analysis to determine competitiveness of vendors

The State currently offers the deferred compensation plans as follows:

- The State of Delaware 457b plan is administered by the Deferred Compensation Council. The plan covers State of Delaware employees that are pension eligible. Casual and Seasonal employees are not eligible to participate in the 457(b) plan. As of May 31st, 2014, there were approximately 16,600 accounts with a balance, with approximately 11,700 accounts receiving contributions on a bi-weekly basis. Eligible participants are approximately 38,600. Assets in the plan are approximately \$526 million. Annual contributions to the 457(b) plan are approximately \$30 million.

The plan offers a broad menu of options including target date funds, mutual funds, and a self-directed brokerage account. Loans are not permitted and the plan does not have auto enrollment or an automatic escalation feature. Currently, the plan does not have a Roth provision and Roth conversion option, however legislation has recently been enacted mandating this option be available to plan participants by July 1, 2015. The 457(b) plan is electronically funded on a bi-weekly basis. Participants can enroll through a toll free number, by fax, or online. Additional information regarding the 457(b) plan, including the plan document, can be found at www.delawaresaves.com.

- The State of Delaware 403(b) plan is administered under the Deferred Compensation Council, with day to day operations falling under the guidance of DST. Its inception date is January 1st, 2009. The plan covers all 20 public school districts in the State of Delaware, Delaware State University, and Delaware Technical and Community College, as well as the Delaware Department of Education. As of May 31st, 2014, assets available for distribution were approximately \$270 million dollars. There were approximately 7,000 participant accounts with a balance and approximately 5,700 accounts that were actively

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receiving contributions. Participants eligible to participate are approximately 18,000. Annual contributions to the plan total approximately \$20 million.

Currently there are 13 approved vendors that are actively receiving contributions to participant accounts. The 403(b) plan is funded electronically and uses a common remitter to distribute the funds to the appropriate vendors to fund participant accounts. Investments within the plan include mutual funds, target date funds, and variable annuity contracts as well as money market equivalents. Unlike the State's 457(b) deferred comp plan, the 403(b) plan does offer after tax Roth accounts. No loans are permitted. A list of approved vendors as well as additional information regarding the 403(b) plan, including the plan document, can be found at www.delawaresaves.com.

- The State also offered a 401(a) match plan that was suspended in 2008. As of May 31st, 2014, assets available for distribution were approximately \$22 million dollars in approximately 12,000 participant accounts.

III. Required Information

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

A. Minimum Requirements

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

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

2. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 6, subsection (e).
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proposal Format:

Proposals should be prepared simply and economically in accordance with the specifications of the RFP. Proposals should be prepared on standard 8.5 x 11-inch letter-size paper. Proposals should be submitted in writing and in electronic format. Proposing firms should submit seven (7) copies of their proposal and one (1) electronic copy containing a PDF copy (preferably, searchable) to the RFP Designee Contact (as defined hereafter). Proposals should be comprised of the following sections in the order given:

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- ***Transmittal Letter.*** Please provide a transmittal letter that contains general and supplemental information. This transmittal letter shall contain any exceptions to this RFP.
- ***Schedule of fees.*** Please provide a schedule of fees for the proposing firm's deferred compensation consulting services. Also, please provide any alternative fee structure (including, but not limited to, any fixed fee arrangements) that the proposing firm would offer the State. Consultant fees must be expressed in terms of basis points.
- ***Questionnaire responses.*** (The questionnaire is in the following Section III (B) of this RFP.)
- ***Any supplemental material the proposing firm deems important.***

B. Questionnaire

Firm Information

1. Provide a brief history of your organization, including how long you have been providing deferred compensation plan consulting services to governmental and municipal entities.
2. Describe the ownership of your organization (including, whether your organization is a minority or women-owned business). If holding companies are in the ownership chain, include the ultimate owners of these holding companies. If the stock is publicly traded, on which exchange is it traded? If the stock is privately held, who are the owners?
3. Provide an organization chart for your deferred compensation business unit.
4. Provide a summary description of your primary business focus and report the ratio to your total business for revenue, staff and technology resources dedicated to the deferred compensation plan business.
5. Please describe your experience with both 457(b) and 403(b) plans, including the number of plans you currently advise.
6. Identify your firm's client retention rate for the most recent 3 years.
7. Is your firm registered as an investment advisor under the Investment Advisor's Act of 1940? Please provide a copy of your most recent Form ADV.
8. Will your firm contract as a co-fiduciary? Identify the number and percent of plans with a contract for you to serve as a co-fiduciary.

Advisor/Consulting Capabilities

9. Describe the deferred compensation plan consulting services provided by your firm.

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10. Detail your client service philosophy.
11. Identify the person(s) who will work with our State and provide biographies for each. Describe the working process and coordination of service between your organization, our provider and our committee.
12. Describe your firm's technology platform and how you communicate with your clients.

Investment Advisory Services

13. State the number of clients, their total assets, and assets by client type for the following December 31 dates:

<u>Year</u>	<u>Number of Clients</u>	<u>Total Assets</u>	<u>Public Funds</u>	<u>Corporate Funds</u>	<u>Endowment Funds</u>	<u>Other</u>
2014 (06/30)	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2013	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2012	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2011	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2010	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2009	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

14. Describe the expertise and breadth of your full-time investment research and systems staff.
15. Describe your investment consulting philosophy and research capabilities. Indicate whether your research systems and recommendations are proprietary or provided by a third party or by subscription. Do you use a specific scoring system? Proprietary, purchased or subscription? Identify to what extent you incorporate quantitative data and qualitative fund information in your analysis. Describe the evaluation criteria and provide sample reports.
16. Describe your firm's investment selection and monitoring process. How often are funds reviewed?
17. Confirm whether you will provide specific committee investment advice?
18. Provide examples demonstrating your ability to rank and analyze stable value, target date, annuity and asset allocation products. Will your research group provide and update the asset allocation model recommendations?

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19. Describe the degree of access and frequency of contact your investment research specialists maintain with fund companies and fund managers.
20. When and what action will your firm take in the event of a fund variance or watch event. Identify your process of recommendation to add, replace or freeze a fund resulting from a “poor score.”
21. Identify any recently published papers released by your investment research group. Provide other indicators of your industry thought leadership.
22. Please describe your firm's legal expertise and process to stay current with applicable laws and regulations as it pertains to employee retirement plans.
23. Please describe your organization’s experience with our current providers.

Investment Advisory Services

24. Does the firm engage in other business activities, besides consulting? If so, list the business services your firm provides.
 - a. Please provide the percentage of revenue derived from investment consulting and the percentages derived from each other business activity.
 - b. Are there any areas of potential conflict of interest between such activities and your consulting function? If so, please identify these activities and the potential conflict, and explain the safeguards implemented by the firm to preclude the occurrence of conflicts.
 - c. Disclose all third party business relationships that exist with portfolio managers, brokers and service providers (e.g., management consulting, universe comparisons). Does your firm hold or sponsor conferences? If so, describe the fee arrangement with money managers, sponsors and clients attend or present at the conference(s).
25. How does your firm identify and manage other potential conflicts of interest?
26. Does your firm have any formal or informal solicitor agreement, or any like agreement (finder’s fees, etc.), with an individual or firm that has or will result in their receipt of compensation, monetary or otherwise, resulting from activities that culminate in your selection by deferred contribution (403(b) and 457(b)) plans to provide deferred compensation advisory services?
27. Does your firm ever receive fees or other direct or indirect forms of compensation from investment advisors, general partners and/or others affiliated with investment firms? If so, identify the nature of the agreement/relationship(s).

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28. Does your firm have a written code of conduct or set of standards for professional behavior? If yes, explain. How is your code of conduct/ethics monitored and enforced?
29. Has your firm adopted the CFA Institute's Code of Ethics and Standards of Professional Conduct or the CFP Board adopted the Code of Ethics?
30. How are consultants' recommendations to clients reviewed and monitored by your firm?
31. Has your organization, an officer, or principal been involved in actual, pending, or threatened litigation or administrative, regulatory or similar investigation proceedings relating to your investment consulting assignments in the past five (5) years. Has your firm ever been required to pay damages or penalties or trade or relinquish something of value under any of its existing or past contracts as it relates to services similar to those contemplated by this RFP? If so, please describe.
32. Has any person in your organization been convicted of a felony, found liable in a civil or administrative proceeding, pleaded no contest, or agreed to any consent decree with respect to any matter involving a breach of trust, breach of fiduciary duty, fraud, securities law violations or bankruptcy law violations? If so, please describe.

Fiduciary Risk Management

33. What plan sponsor fiduciary support, tools and process do you provide to help plan sponsors meet and maintain their fiduciary responsibilities?
34. Describe the training and compliance resources available to provide guidance or advice to Plan Fiduciaries regarding their duties to the Plan and participants.

Benchmark Capabilities/Vendor Search/Industry Knowledge

35. Provide a description or organization chart identifying dedicated industry and benchmark resources.
36. Describe your fee and service benchmarking capabilities. Do you maintain a proprietary current provider and fee data base? If not, do you subscribe to or have access to benchmarking tools? Identify these relationships and systems.
37. To what extent can your organization provide leverage or negotiation support during contract negotiations with our current provider? With an alternate provider of choice?
38. How many fee and benchmark projects did you complete in 2012, 2013 and 2014(YTD)? How many recordkeeping/product providers are currently in use among your existing clients?

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39. Describe your recordkeeper search RFP service and process.
40. How many recordkeeper search RFP projects did you complete in 2012, 2013, and 2014 (YTD) for DC plans your firm supports?
41. Identify your working relationship and monitoring program for recordkeeping/product providers: assigned consulting representatives, onsite interviews, phone updates, database updates, industry ratings or other methods used to remain current and test provider fees and service quality.
42. Does your firm advise clients that have multiple vendors, and if so, describe your experience in evaluating common remitters?

Cultural Fit / Client Synergy

43. Describe the mission and philosophy of your organization.
44. What aspects of your firm, employee population and industry credentials make you best suited to service our State? Our Plan participants?
45. Explain why your firm should be selected as our consultant.
46. Provide two or three examples of actual client engagements of similar size and characteristics as our State for which deferred compensation consulting services were implemented. Describe:
 - Client circumstances
 - Your proposal
 - Contract for Service
 - Results (quantitative and qualitative)

Service Model and Fees

47. Describe the scope of your service delivery methods (centralized staff, satellite locations, financial advisor offices) and how expertise and reporting is disseminated.
48. Indicate type of fee structure available (asset based, fixed) and payment options recommended for our situation (plan assets, invoice, etc.).
49. Provide your fee and service proposal. Please indicate whether benchmarking services are included in your fee proposal. If separate, please identify those fee(s).
50. Provide at least three public client references with similar asset size as ours, including contact name, email address, phone number, and length of relationship. Please select at least one client that is relatively new and one that has been with you for more than 5 years.

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51. Disclose any revenue sharing arrangements.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form only and may be found at the following websites:

- DST's website at <http://treasurer.delaware.gov/requests-for-proposals/>
- National Association of State Treasurers at <http://www.nast.net/>
- Office of Management and Budget at <http://www.bids.delaware.gov/>
- Such other website or venue deemed appropriate by the issuers of this RFP.

Paper copies of this RFP will not be available.

By way of clarification, DST is not responsible for the contents of any third-party website noted above and shall have no obligation to ensure that the RFP will be available on such websites.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to DST. 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.

Mr. Stephen W. McVay
Director: Finance and Investment Services
Delaware State Treasury
820 Silver Lake Boulevard, Suite 100
Dover, Delaware 19904
stephen.mcvay@state.de.us

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

5. Consultants and Legal Counsel

DST may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the proposing firms' responses. Bidders shall not contact any other consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State employees other than the RFP Designated Contact regarding this RFP is expressly prohibited without prior consent from the authorized DST staff. Proposing firms directly contacting State employees risk elimination of their proposal from further consideration. Exceptions exist only for proposing firms currently doing business with the State who require contact in the normal course of doing that business not this RFP.

7. Organizations Ineligible to Bid

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

8. Exclusions

The Proposal Evaluation Team 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.

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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 seven (7) paper copies and one (1) electronic copy on CD.

All properly sealed and marked proposals are to be sent to the Designated Contact and received no later than 4:30 PM EST on August 15, 2014. The proposal may be delivered by express delivery (e.g., FedEx, UPS, etc.), United States Mail, or by hand to:

Mr. Stephen W. McVay
Director: Finance and Investment Services
Delaware State Treasury
820 Silver Lake Boulevard, Suite 100
Dover, Delaware 19904
stephen.mcvay@state.de.us

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. OEO1501-DCCONSULT” on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4:00 PM (Local Time) on August 15, 2014**. 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.

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4. Proposal Costs and Expenses

The DST will not pay any costs incurred by any proposing firm associated with any aspect of responding to this RFP, including, but not limited to, proposal preparation, printing or delivery, system demonstrations or the negotiation process.

5. Proposal Expiration Date

Fees quoted in the proposal shall remain fixed and binding on the bidder through December 31, 2014. DST 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

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

There will be no public opening of proposals but a public log will be kept of the names of all proposing firms that submitted proposals. The contents of any proposal shall not be disclosed to competing firms 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.

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

11. Confidentiality of Documents

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.

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.

12. 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

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proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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

a. RFP Question and Answer Process

The State will allow electronic requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's websites at <http://treasurer.delaware.gov/requests-for-proposals/> and <http://www.bids.delaware.gov/> by 4:30 PM EST on August 1, 2014 or such other date and time noted by DST. The proposing firms' names will be removed from questions in the responses released. Questions should be submitted in the following format and to the following Designated Contact. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions are to be submitted to the following Designated Contact:

Mr. Michael G. Green
Financial Investment Program Manager
Delaware State Treasury
820 Silver Lake Blvd., Suite 100
Dover, DE 19904
mike.green@state.de.us

13. 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.

14. 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.

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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.

13. 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.

14. 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.

15. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the DST's website at <http://treasurer.delaware.gov/requests-for-proposals/> and also at <http://www.bids.delaware.gov/>. The State is not bound by any statement related to this RFP made by any State employee, contractor or its agents.

16. Exceptions to the RFP

Any exceptions to the RFP, or the State's terms and conditions, must be highlighted and included in writing in the transmittal letter. Acceptance of exceptions is within the sole discretion of DST and in Attachment 3.

17. 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.

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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 or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

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

18. Cooperatives

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

C. RFP Evaluation Process

An evaluation team composed of representatives of the 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 a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team (the "Proposal Evaluation Team" or "Team") shall be comprised of representatives of the State. The Team shall determine which proposed evaluation firms meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. [**The Proposal Evaluation Team may negotiate with one or more proposing firms during the same period and may, at its discretion, terminate negotiations with any or all proposing firms.**] The Proposal Evaluation Team shall make a recommendation regarding the award to the Council.

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

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
Qualifications and experience of professional staff	25%
Public funds deferred compensation plan experience	25%
Client report(s) format/layout	25%
Fee structure	15%
Organization, size and structure of firm	10%
Total	100%

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

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3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

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

D. Contract Terms and Conditions

1. Cooperative Use of Award

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

2. General Information

- a. The term of the contract between the successful bidder and the State shall be three (3) years with an option for a maximum of two (2) extensions for a period of one (1) year for each extension.
- 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

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standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor'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 vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. 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 vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

3. Collusion or Fraud

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

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

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

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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 contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

6. General Contract Terms

a. Independent Contractors

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

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

b. Licenses and Permits

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

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

c. Notice

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

Mr. Stephen W. McVay
Director: Finance and Investment Services
Delaware State Treasury
820 Silver Lake Boulevard, Suite 100
Dover, Delaware 19904
Stephen.mcvay@state.de.us

d. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims

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or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

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

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

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

e. Insurance

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

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

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

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

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

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

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

f. Performance Requirements

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

g. Vendor Emergency Response Point of Contact

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

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

h. Warranty

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

i. Costs and Payment Schedules

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

j. Penalties

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

k. Termination of Contract

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

1. Termination for Cause: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have five (5) days to provide a written response and may identify a method(s) to

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

2. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

If the contract is terminated by the State as so provided, the proposing firm 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 proposing firm 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 proposing firm 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 proposing firm during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

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

1. **Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory

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employment practice. Failure to perform under this provision constitutes a material breach of contract.

m. Covenant against Contingent Fees

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

n. Vendor Activity

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

o. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it.

p. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

q. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors shall refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

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r. Work Product

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

s. Contract Documents

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

t. Applicable Law

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

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

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

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

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

u. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not

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affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

v. 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.

w. Affirmation

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

x. Audit Access to Records

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

y. Other General Conditions

- 1. Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2. Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in

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the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **OEO1501-DCCONSULT** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements

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presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

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

F. Attachments

The following attachments shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Employing Delawareans Report
- Attachment 7 – Office of Supplier Diversity Application
- Attachment 8 – Minimum Response Requirements

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 6 must be included in your proposal**
- Attachment 8 represents required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

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

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

NO PROPOSAL REPLY FORM

Contract No. **OEO1501-DCCONSULT**

Contract Title: **DEFERRED COMPENSATION CONSULTING SERVICES**

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

CONTRACT NO.: OEO1501-DCCONSULT
CONTRACT TITLE: DEFERRED COMPENSATION CONSULTING SERVICES
OPENING DATE: August 15, 2014 at 4:00 PM (Local Time)

NON-COLLUSION STATEMENT

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

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 solicitation including all specifications and special provisions.

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

COMPANY NAME _____ (Check one)

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

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

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

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

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Contract No. **OEO1501-DCCONSULT**
Contract Title: **DEFERRED COMPENSATION CONSULTING SERVICES**

BUSINESS REFERENCES

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

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

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

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Contract No. **OEO1501-DCCONSULT**
Contract Title: **DEFERRED COMPENSATION CONSULTING SERVICES**

EMPLOYING DELAWAREANS REPORT

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

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware:

- Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

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

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

State of Delaware
Office of Supplier Diversity
Certification Application

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

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

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



Complete application and mail, email or fax to:

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

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

Contract No. **OEO1501-DCCONSULT**
Contract Title: **DEFERRED COMPENSATION CONSULTING SERVICES**

MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

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

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

STATE OF DELAWARE
Delaware State Treasury

Vendors shall provide proposal packages in the following formats:

1. Seven (7) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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