

# State of Delaware



## Board of Pension Trustees of the Delaware Public Employees' Retirement System and Office of Pensions

McArdle Building  
860 Silver Lake Blvd. Suite 1  
Dover, DE 19904  
Telephone (302) 739-4208

---

## Request for Proposal for Professional Services

**Proposal Description:** Actuarial and Consulting Services

**Bid Number:** [ OMB13100-actconsult ]

**Bid Closing:** April 19, 2013; 3:00 PM EST

**REQUEST FOR PROPOSALS FOR ACTUARIAL AND CONSULTING SERVICES  
ISSUED BY THE BOARD OF TRUSTEES OF THE DELAWARE PUBLIC  
EMPLOYEES' RETIREMENT SYSTEM AND THE OFFICE OF PENSIONS FOR THE  
STATE OF DELAWARE**

**Executive Summary**

The State of Delaware ("State") is issuing this Request for Proposal ("RFP") through the Office of Pensions (referred to as "Office of Pensions") for the Delaware Public Employees' Retirement System ("DPERS") and seeks to obtain proposals to provide comprehensive actuarial and pension benefit consulting services. The Actuarial and Pension Benefit Consulting Services for the DPERS RFP is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

This agency administers and manages nine retirement pension plans for the State. At the end of Fiscal Year 2012, pensioners numbered 25,356, and monies from the nine plans, three post-retirement trusts and one investment pool were commingled in a total System of \$7.5 billion.

This RFP will define the scope of the work to be performed, the requirements the Vendor ("Vendor") must address the method for response and the administrative requirements that must be followed.

**Proposed RFP Schedule:**

<b>ID</b>	<b>Date/Time</b>	<b>Activity</b>
<b>1.</b>	March 22, 2013	Request for Proposal issued and Notice posted and available on <a href="http://bids.delaware.gov">http://bids.delaware.gov</a> and <a href="http://www.delawarepensions.com">http://www.delawarepensions.com</a>
<b>2.</b>	April 9, 2013; Before 3:00 PM EST	All Vendor questions regarding RFP are due
<b>3.</b>	April 12, 2013	"Pre-proposal" vendor conference call will be scheduled to respond to questions. <a href="mailto:david.craik@state.de.us">david.craik@state.de.us</a>
<b>4.</b>	April 12, 2013	Office of Pensions issues answers to Vendor questions about RFP via <a href="http://bids.delaware.gov">http://bids.delaware.gov</a> and <a href="http://www.delawarepensions.com">http://www.delawarepensions.com</a>
<b>5.</b>	<b>April 26, 2013; 3:00 PM EST</b>	RFP Response due date All RFP documents to be considered must be returned to Mr. David Craik in the Pension Office at 860 Silver Lake Blvd, Suite 1, Dover, Delaware 19904 by 3:00 PM (Eastern Standard Time).
<b>6.</b>	May 3, 2013	All respondents will be notified of their status, and finalist(s) will be assigned times for presentations in Dover, Delaware.

7.	May, 2013	Actuarial and Pension Benefit Consulting Finalist(s) will be asked to present their proposals to the Board's Evaluation Committee.
8.	May 31, 2013	Mr. Craik recommends an Actuarial and Pension Benefit Consultant to the Board of Trustees
9.	June 4, 2013	All finalist(s) will be notified on the status of the RFO

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

All Bidders should submit: (1) an original and 8 bound copies of their proposals ("Proposal"), (2) a CD containing the proposal and all attachments and (3) one electronic version to the designated contact person. Proposals may be mailed or hand-delivered for receipt no later than 3:00 PM EST on April 26, 2013 ("Closing Date"). All timely Proposals become the property of the State. Requests for extensions of the Closing Date will not be granted. Any Proposal or request for modification received after 3:00 PM EST on the Closing Date is late and will not be considered. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), U.S. Mail, or by hand. Proposals shall be submitted to:

Mr. David Craik, Pension Administrator  
 State of Delaware  
 Office of Pensions  
 Actuarial and Consulting RFP  
 860 Silver Lake Blvd. Suite 1  
 Dover, DE 19904

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 (listed on attachment 2) to the requirements of the RFP, which the applicant may have taken in presenting the proposal. The State reserves the right to deny any and all exceptions taken to the RFP requirements.

**RFP Designated Contact:**

Please submit all questions and requests for information to:

Mr. David Craik, Pension Administrator  
 State of Delaware  
 Office of Pensions  
 860 Silver Lake Blvd. Suite 1  
 Dover, DE 19904  
 PH: (302) 739-4208  
 FAX: (302) 739-7946  
 Email: [david.craik@state.de.us](mailto:david.craik@state.de.us)

**There shall be no communication, either in person, in writing, or by phone and email between any proposer or any authorized representative of the proposer and any (1) Board of Pension Trustees Member or members of the Investment and Audit Committee, (2) member of the pension office staff, (3) Ashford Consulting Group, (4) elected officials or their staff members, (5) any person or entity in a position to approve this contract or (6) any other person in position to influence the decision of the Committee Members at any time during the RFP process, and until the Committee makes its decision, except at times specified for the pre-bid question process and oral presentations by selected Vendors, in response for additional requests for information, or during onsite visits. Direct communication in an attempt to influence the awarding of the RFP shall be considered grounds for disqualification. Complete Attachment 1 Non-Collusion Statement.**

## **1.0 GENERAL INFORMATION**

### **1.01 Project Scope and Objectives**

The objective of this RFP document is to solicit proposals to provide actuarial and related pension benefit consulting services, including, but not limited to, preparation and presentation of the actuarial plans for DPERS plans, advising the Board with regard to changes in Federal or State law pertaining to actuarial matters, and/or changes in auditor standards, and certain other services relating to actuarial needs as they arise.

DPERS Fund Structure includes total assets held in a commingled investment pool of about \$7.5 billion as of December 31, 2012. DPERS maintains the following funds:

- State Employees' Pension Plan (29 *Del. C.* §§ 5501-5550)
- The Closed State Police Retirement Fund (11 *Del. C.* §§ 8322-8334)
- The New State Police Retirement Fund (11 *Del. C.* §§ 8322-8397)
- The State Judiciary Retirement Fund, both closed and revised plans (29 *Del. C.* §§ 5600-5622)
- The County and Municipal Employees' Pension Plans (29 *Del. C.* §§ 5551-5595)
- The County and Municipal Police and Firefighters' Pension Plans (11 *Del. C.* §§ 8801-8845)
- The Volunteer Firemen's Pension Plan (16 *Del. C.* §§ 6651-6664)
- The Diamond State Port Corporation Pension Plan (29 *Del. C.* §§ 8780-8789)
- County & Municipal Police and Firefighters' COLA Fund (18 *Del. C.* §§ 701-714)
- Post-Retirement Increase Fund (29 *Del. C.* § 5548)
- Delaware Local Government Retirement Investment Pool (29 *Del. C.* § 8308(L))
- Other Post-Employment Benefits Fund (29 *Del. C.* § 5280-5283)

The Office of Pensions will award the contract(s) after a thorough evaluation of the following criteria: (1) the minimum requirements set forth in this RFP, (2) exclusion factors set forth in this RFP, (3) the technical criteria set forth in this RFP, (4) general evaluation criteria set forth in this RFP and (5) price. Proposals will be evaluated utilizing a trade-off methodology in which technical and general evaluation criteria, as defined in this RFP, will be considered significantly more important than cost of services.

## 1.02 Objectives of this RFP

The purpose of this RFP is to provide necessary and sufficient information to Vendors of actuarial services to allow them to provide a detailed proposal to DPERS outlining the available services and detailing the costs associated with each service. The Evaluation Committee will use quantifiable factors to determine the finalist(s). These finalist(s), in turn, will be invited to make presentations to the Committee during May 2013 in Dover, Delaware.

### Major Evaluation Factors:

DPERS will consider some of the following factors in determining ability:

1. Firm's organization, general experience, and stability.
2. Firm's overall capabilities
3. Professional staff / client relations
4. Qualifications of personnel assigned.
5. Format of submitted proposal.
6. Demonstrated understanding of DPERS's needs in the submitted proposal.
7. Cost of services/Fees.
8. Firm's resources, quality control measures, and ability to meet deadlines.
9. Quality of presentation.

## 1.03 Scope of the RFP

The following represents the general actuarial services required by DPERS. The general responsibilities under the contract will include, but not be limited to, Actuarial Services for Plan Years 2013, 2014, & 2015 Plan Years, to be performed in fiscal years ending June 30<sup>th</sup> 2014, 2015, & 2016. The Board reserves the option to extend the contract period for additional two one-year periods.

The actuarial consulting services required by the System fall into regular and special services.

### 1.03.1 Regular Services

Regular services consist of:

- A. Attendance by the consultant at meetings of the Board of Trustees to present the annual actuarial report and, upon request, for special reports (total visits not to exceed three per year).
- B. Meetings with the Pension Administrator in his/her Office upon request (not to exceed three per year).
- C. Routine consultations with the Pension Administrator by telephone.

- D. Preparation and presentation of the annual actuarial report for nine (9) plans.
- E. Preparation of information by the last day of August required by the System's auditors for preparation of the System's annual report.
- F. Advising the Board with regard to proposed or actual changes that might impact the System arising from legislation (State and Federal) or changes in accounting rules.

### **1.03.2 Special Services**

Special services consist of

- A. Services that do not occur on an annual basis, and for which the need may vary greatly from year to year. Examples of services included in this category are: cost studies of proposed legislation, appearances at legislative committee hearings, in-depth analysis of actuarial assumptions as needed, and attendance at meetings in excess of the maximum specified under Regular Services.
- B. Required visits exceeding the three visits per year required under Regular services.
- C. Post-retirement Health Care Benefits - calculation of actuarial liabilities and associated normal costs for post-retirement health care benefits as requested by the Board.

### **1.03.03 Data request from the Retirement System**

For the first plan year considered, the previous year's data will also be provided.

### **1.03.04 Key Dates for Actuarial Valuations.**

- a. July 15<sup>th</sup> - Pension Office will provide data to Actuary.
- b. August 31<sup>st</sup> - Actuary will provide all actuarial information required for completion of the DPERS Annual Report.
- c. October 25<sup>th</sup> - Report to Board of Trustees
- d. December 15<sup>th</sup> - Published actuarial valuations

## **2.0 REQUIRED INFORMATION**

The following information shall be provided in each proposal in the order listed below. A Vendor is expected to provide a response for each requirement listed in sections 2.0, 3.0, 4.0. Further, a Vendor is expected to review the procedures and requirements listed in section 5.0 and 6.0. 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.

### **2.01 Minimum Requirements**

**2.01.1** Delaware business license: Provide evidence of a Delaware business license or evidence of an application to obtain the business license.

**2.01.2** Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$4,000,000.00.

**2.01.3** Must have at least one State Government Defined Benefit Pension Plan client.

**2.01.4** The Vendor shall, in the exercise of its fiduciary responsibility, discharge each of its duties and exercise each of its powers with due care, skill, prudence, and diligence under the circumstances then prevailing, solely in the interests of participants and their beneficiaries, that a prudent expert acting in a like capacity and familiar with such matters would use in the conduct of any enterprise of like character and with like aims.

### **2.02 General Evaluation Requirements**

#### **2.02.1 Experience and Reputation**

1. The successful Vendor shall have provided actuarial services to at least six (6) other governmental retirement agencies that are similar in size.
2. A Vendor must have been in business for a minimum of five (5) years.

#### **2.02.2 Capacity to meet requirements (size, financial condition, etc.)**

1. Vendor must be in good financial standing and substantiate financial stability by providing the most recent three (3) years of audited financial reports.
2. Vendor will identify the number of personnel and resources allocated to support, develop, and maintain the actuarial services.

#### **2.02.3 Demonstrated ability**

Vendor must include all relevant information regarding past experience acting as an actuarial consultant for governmental defined benefit pension plans. DPERS will consider some of the following factors in determining ability.

1. Corporate organization, general experience, and stability.
2. Professional staff /client relations.
3. Actuarial services expertise and experience (U.S. and Non-U.S. capabilities).
4. Risk management – internal control structure.
5. Timeliness and accuracy of reporting.
6. Year end reporting capabilities.
7. Assistance with GASB issues and reporting.
8. Cost of services.

**2.02.4 Previous and outstanding Litigations**

The Vendor must include any information regarding any current legal actions, lawsuits, arbitration, or formal protests, or investigation(s) by a regulatory authority or contingent liabilities your companies, its officers or its principals have been involved in at the time the proposal is submitted ,which are ongoing. Additionally, please include information about any during the past six (6) years which have been resolved, closed, settled or dismissed.

**2.02.5 References**

Vendor must provide at least five (customers) from governmental agencies, or public sector companies in the USA meeting the following characteristics:

1. All five customers should be using all of Vendor’s actuarial and actuarial consulting services.
2. DPERS reserves the right to request additional references.

**3.0 QUESTIONNAIRE**

3.01 Organization

3.01.1 Provide the name, title, address, telephone, fax number and email address for the person submitting this proposal

<b>Company</b>	
<b>Name</b>	
<b>Title</b>	
<b>Address</b>	
<b>Telephone</b>	

<b>Fax</b>	
<b>Email</b>	

3.01.2 Describe the firm generally including size, number of employees, primary business (consulting, pension planning, insurance, etc.), other business or services, type of organization (franchise, corporation, partnership, etc.), and other descriptive material.

3.01.3 Identify those actuaries who will be assigned to this engagement.

3.01.4 Provide summary information regarding the professional and experience qualifications of supervising and support actuaries who shall perform work under the contract.

3.01.5 Identify other personnel who shall be performing work under the contract.

3.01.6 Describe the computer equipment, programs used and identify as the ownership and location of this equipment which will be utilized in the performance of the contract.

3.01.7 Identify the availability and location of staff (including actuaries) and other necessary resources for performing all services and providing deliverables within the required key dates (see Section VI).

3.01.9 Identify all subcontractors, if any, to be used, the work they will be providing, and their qualifications.

3.01.10 Describe the firm’s ability to perform pricing analyses of proposed legislation, complete with actuarial certificate showing assumptions, pricing base, actuarial implications on the total program, cost, and alternative funding techniques.

3.01.11 List of public employee retirement systems for which the firm currently provides actuarial consulting services. For three major public employee retirement systems included on the list (each involving 30,000 or more participants), provide the address, telephone number, name and title of person(s) responsible for the administration of the system.

3.01.12 Describe the bidder’s understanding of the work to be performed and the time frames associated with the annual evaluation.

3.01.13 Describe any liability limits that will be proposed as part of the contract negotiations.

3.01.14 Identify and briefly describe any current relationships with any other organization that could create a conflict of interest with services performed for this System.

3.01.15 Attach examples of Research and Legislative Bulletins provided clients and interested parties on a routine basis.

## **4.0 COST PROPOSAL**

4.01 Regular Services: Identify the total fixed fee to be charged for Regular Services, as described in Section 1.03.1 as a stand-alone assignment.

4.02 Special Services: Submit the hourly rate for each classification of staff utilized to support Special Services as described in Section 1.03.2 A and B.

4.03 Post-Retirement Health Care Benefits: Identify the total fixed fee to be charged for the calculation of actuarial liabilities and associated normal costs for Post-Retirement Health Care Benefits, as described in Section 1.03.2 C.

## **5.0 RFP ADMINISTRATIVE INFORMATION**

### **5.1 RFP Issuance**

#### **5.1.1 Obtaining Copies of the RFP**

This RFP is available in electronic form through the State's website at <http://bids.delaware.gov> and <http://www.delawarepensions.com>

Paper copies of this RFP will be available upon request by contacting:

David Craik, Pension Administrator  
State of Delaware  
Office of Pensions  
Mc Ardle Building  
860 Silver Lake Blvd. Suite 1  
Dover, DE 19904  
FAX: (302) 739-7946  
Email: David.Craik@state.de.us

#### **5.1.2 Public Notice**

Public notice has been provided in accordance with 29 *Del. C. c. 69*.

#### **5.1.3 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.

#### **5.1.4 RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the Office of Pensions. 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.

David Craik, Pension Administrator  
State of Delaware  
Office of Pensions  
McArdle Building  
860 Silver Lake Blvd. Suite 1  
Dover, DE 19904  
FAX: (302) 739-7946  
Email: David.Craik@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.

#### **5.1.5 Consultants and Legal Counsel**

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

#### **5.1.6 Contact with State Employees**

Direct contact with State employees other than the Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State 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.

#### **5.1.7 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 for any reason is ineligible to respond to the RFP.

### **5.1.8 Exclusions**

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

1. 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;
2. 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;
3. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
4. Has violated contract provisions such as:
  - a. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - b. Has violated ethical standards set out in law or regulation; and
  - c. Any other cause listed in regulations of the State 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.

## **5.2 Questions**

### **5.2.1 Questions Regarding the RFP**

Questions regarding the RFP requirements must be submitted in writing and received no later than April 12, 2013 before 3:00 PM EST. All questions must be submitted via U.S. Postal Service, courier, fax, or email to:

David Craik  
State of Delaware  
Office of Pensions  
Mc Ardle Building  
860 Silver Lake Blvd. Suite 1  
Dover, DE 19904  
FAX: (302) 739-7946  
Email: [david.craik@state.de.us](mailto:david.craik@state.de.us)

### **5.2.2 RFP Amendments**

The Office of Pensions reserves the right to request any bidder to clarify its proposal or to provide additional material deemed necessary to assist in evaluating the proposal. In addition, the Office of Pensions reserves the right to change the RFP schedule or issue amendments at any time. Furthermore, the Office of Pensions reserves the right to cancel or reissue the RFP.

## **5.3 RFP Submissions**

### **5.3.1 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.

### **5.3.2 Conditions**

If DPERS is unable to agree to contract terms with the Vendor receiving the highest evaluation in this RFP process or if the Vendor has not fulfilled all conditions of the RFP at the time of contract execution, DPERS reserves the right to terminate contract negotiations with that Vendor without undertaking another RFP process, therefore enabling the Board to negotiate with the Vendor receiving the next highest evaluation.

### **5.3.3 Negotiations**

DPERS reserves the right to negotiate a change in Vendor representatives if the assigned representatives are not meeting DPERS' needs adequately. DPERS may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors.

### **5.3.4 Termination**

This RFP in no manner obligates DPERS to the eventual procurement of services until confirmed by a written contract. Progress toward this end is solely at the discretion of DPERS and may terminate at any time prior to the signing of a contract.

### **5.3.5 Withdrawal of RFP**

DPERS reserves the right to cancel this RFP at any time, and to reject any and all proposals submitted in response to this RFP if DPERS determines such action or actions are in its best interest.

### **5.3.6 Proposal Applicability**

To allow sufficient time for contract negotiation, all prices and conditions stated in the proposal must be firm for a period of 180 days from the

deadline for submission of proposals. DPERS reserves the right to ask for an extension of time if needed.

### **5.3.7 Legal Review**

DPERS expects that all Vendors will agree to be bound by the terms and conditions articulated in this RFP. For this reason, it is strongly recommended that Vendors have the terms and conditions contained herein reviewed with corporate counsel and that Vendor concerns be brought to DPERS' attention.

### **5.3.8 Governing Law**

This procurement and any agreement with Vendor that may result shall be governed by the laws of the State of Delaware. The agreement and the rights and obligations of the parties shall be determined in accordance with the laws of the State of Delaware and no other, except to the extent that federal law is applicable. Any litigation which may be instituted regarding this agreement shall be filed and litigated in the State of Delaware. Submission of a proposal constitutes acceptance of this condition.

### **5.3.9 Basis for Proposal**

Preparation of proposals should be responsive-specific only to questions asked in the RFP and consistent with the instructions provided in the RFP.

### **5.3.10 Proposal Preparation Cost**

Any cost incurred by the Vendor in the preparation, transmittal or presentation of any proposal or material submitted in response to this RFP will be borne solely by the proposer.

### **5.3.11 Vendor Qualification**

DPERS may make such investigations as necessary to determine the ability of the Vendor to adhere to the items as identified within the questionnaire portion of this RFP. DPERS reserves the right to reject the proposal of any Vendor who, in DPERS' opinion, is not a responsible proposer as defined below:

“Responsible Vendor” means a Vendor who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production and service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or products described in the proposal.

### **5.3.12 Submitting a Proposal**

Proposals received after the specified time and date will not be 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.

### **5.3.13 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.

### **5.3.14 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.

### **5.3.15 Proposal Opening**

DPERS will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of DPERS 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.

### **5.3.16 Non-Conforming Proposals**

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

### **5.3.17 Realistic Proposals**

It is the expectation of DPERS that Vendor 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.

DPERS 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.

### **5.3.18 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 DPERS' proposal Evaluation Team ("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.

DPERS 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 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 using Attachment 3. 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, DPERS will open the envelope to determine whether the procedure described above has been followed.

### **5.3.19 Sub-Contracting**

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

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any subcontractors must be approved by DPERS.

#### **5.3.20 Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of its 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 DPERS' 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.

#### **5.3.21 DPERS's Right to Reject Proposals**

DPERS 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 DPERS'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 may deem necessary in the best interest of the State.

#### **5.3.22 DPERS Right to Cancel Solicitation**

DPERS reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DPERS 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 DPERS. Vendor's participation in this process may result in the State 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 to execute a contract nor to continue negotiations. DPERS may terminate negotiations at any time and for any reason, or for no reason.

**5.3.23 DPERS' Right to Award Multiple Source Contracting**

Pursuant to 29 Del. C. § 6986, DPERS may award a contract for a particular professional service to two or more Vendors if DPERS makes a determination that such an award is in the best interest of DPERS.

**5.3.24 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 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 at the proposal submission deadline. All proposals received are considered firm offers at that time.

**5.3.25 Revisions to the RFP**

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

**5.3.26 Exceptions to the RFP**

Any exceptions to the RFP, or DPERS' terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee. In addition, Attachment 2 must be completed and included with the proposal.

**5.3.27 Award of Contract**

The final award of a contract is subject to approval by DPERS. DPERS 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 DPERS 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.

**5.3.28 RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, DPERS 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 DPERS 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 DPERS. The award is subject to the appropriate State approvals.

After a final selection is made, the winning Vendor will be invited to execute a contract with DPERS; remaining Vendors will be notified in writing of their selection status.

#### **5.4 RFP Evaluation Process**

An Evaluation Team composed of representatives of DPERS will evaluate proposals on a variety of quantitative and qualitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

DPERS reserves full discretion to determine the competence and responsibility, professionalism and/or financial soundness, of Vendors. Vendors are to provide in a timely manner any and all information that DPERS may deem necessary to make a decision.

##### **5.4.1 Proposal Evaluation Team**

The Evaluation Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in *29 Del. C. §§ 6981 and 6982*. The Evaluation Team may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The Evaluation Team shall make a recommendation regarding the award to the Board of Pension Trustees, 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 DPERS.

##### **5.4.2 Proposal Selection Criteria**

The 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 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 DPERS to be essential for use by the Evaluation Team in the bid evaluation and award process.

Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the 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 Evaluation Team. The Evaluation Team will present its final recommendation to the full Board at Board of Pension Trustees monthly meeting.

The Evaluation Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.

#### 5.4.3 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:

<b>Criteria</b>	<b>Weight</b>
Past performance generally and depth of staff experience	100
Experience and Expertise in Performing Actuarial Services for Public Fund Clients	125
Availability of Resources, Quality Control Measures, and Ability to Meet Deadlines	100
Vendor Responses to Functional and Technical Requirements	80
Vendors Proposed Reporting and Analytical Abilities	110
Vendor Responses to Management Requirements	100
Presentations & Demonstrations	100
Corporate qualifications including financial stability and ability to provide the required resources to support the services required by the	125

<b>Criteria</b>	<b>Weight</b>
RFP	
Cost Proposal	60
References	100
<b>Total</b>	1000

#### **5.4.4 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.

#### **5.4.5 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, DPERS may choose to conduct on-site visits.

#### **5.4.6 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 DPERS are the Vendor's responsibility.

### **5.5 Contract Terms and Conditions**

#### **5.5.1 General Information**

1. The term of the contract between the successful bidder and the State shall be for 3 years with 2 extensions for a period of 1 year for each extension.
2. The selected Vendor will be required to enter into a written agreement with DPERS, including terms and conditions explicitly described in this RFP. DPERS 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. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements. The selected Vendor or Vendors will be expected to enter negotiations with the State, 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.

3. The Vendor shall discharge each of its duties and exercise each of its powers with due care, skill, prudence, and diligence under the circumstances that a prudent expert acting in a like capacity and familiar with such matters would use in the conduct of any enterprise of like character and with like aims. The Vendor shall discharge its duties under the contract solely in the interest of DPERS acting in its capacity as a fiduciary of DPERS.
4. The successful Vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract.
5. 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.

#### **5.5.2 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. Complete Attachment 1, Non-Collusion Statement.

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

### **5.5.3 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 employee or agent of the State 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 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 employees, contractors or agents of the State concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

### **5.5.4 Solicitation of State Employees**

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State to leave the State'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's contracting officer. Solicitation of State 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 employee who has initiated contact with the Vendor. However, State 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.

### **5.5.5 General Contract Terms**

#### **1. 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 DPERS' discretion as to the location of work for the contractual support personnel during the project period. DPERS shall provide working space and sufficient supplies and material to augment the Vendor's services.

2. 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.

3. State of Delaware 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 as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful Vendor shall either furnish DPERS 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's

licensing requirements may subject Vendor to applicable fines and/or interest penalties.

4. Notice

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

David Craik  
Pension Administrator  
State of Delaware  
Office of Pensions  
860 Silver Lake Blvd. Suite 1  
Dover, DE 19904

5. Indemnification

a. 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 DPERS, the State, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to DPERS, the State, its employees or agents.

b. 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 DPERS, the DPERS shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify DPERS 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:

- (i) Procure the right for DPERS to continue using the Product(s);
- (ii) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (iii) 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 DPERS agrees to and accepts in writing.

6. Insurance

The Vendor shall provide a certificate of insurance to DPERS certifying that it has the requisite insurance coverage required by this section.

- a. 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.
- b. 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.
- c. During the term of this contract, the Vendor shall, at its own expense, carry insurance minimum limits as follows:

(i)	Comprehensive General Liability	\$1,000,000 per person/\$3,000,000 per occurrence
(ii)	Professional Liability	\$4,000,000 per person/\$4,000,000 per occurrence
(iii)	Miscellaneous Errors & Omissions and Product Liability	\$1,000,000 per person/\$3,000,000 per occurrence
(iv)	Worker’s Compensation and Employer’s Liability Insurance	In accordance with applicable law

- d. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage, secure at its own expense the following coverage:

(i)	Automotive Liability (Bodily Injury)	\$100,000 per person/\$300,000 each accident
(ii).	Automotive Property Damage (to others)	\$ 25,000

7. **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.
8. **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 DPERS. The proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay.
9. **Non-discrimination**  
In performing the services subject to this RFP the Vendor 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 Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.
10. **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 DPERS 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.
11. **Work Product**  
All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of DPERS. The vendor will seek written permission to use any product created under the contract.

12. Contract Documents

The RFP, the executed contract and any supplemental documents between DPERS and the successful Vendor shall constitute the contract between DPERS 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's RFP, and Vendor's response to the RFP. No other documents shall be considered. These documents will constitute the entire agreement between DPERS and the Vendor.

13. 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:

- a. the laws of the State of Delaware;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e. 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 (a) through (e) of this paragraph, DPERS 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.

14. 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.

**5.5.6 Delaware Department of Technology and Information Standards and Policies**

The successful Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to any Agreement resulting from this RFP comply with best practices and regulatory compliance for the data at all times, and the standards and policies promulgated by the State of Delaware and as modified from time to time during the term of the Agreement. State of Delaware standards and policies will be provided to bidders on a CD or emailed after a 'Non-disclosure agreement' is signed. If any service, product or deliverable furnished pursuant to the Agreement resulting from this RFP does not conform to the State of Delaware standards and policies, the Vendor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State of Delaware standards and policies. The Vendor(s) shall be and remain liable in accordance with the terms of the Agreement and applicable law for all damages to Delaware caused by the Supplier's failure to ensure compliance with State of Delaware standards and policies.

The architecture and designs of any proposed technology solutions should be sufficiently detailed in your response.

## **6.0 RFP MISCELLANEOUS INFORMATION**

### **6.1 No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. DPERS reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to DPERS 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 DPERS.

### **6.2 Definitions of Requirements**

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

**Attachment 1**

**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, Office of Pensions.

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, Office of Pensions.

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 \_\_\_\_\_

	(circle one)	(circle one)	(circle one)
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women Business Enterprise (WBE)</u> Yes    No	<u>Minority Business Enterprise (MBE)</u> Yes    No	<u>Disadvantaged Business Enterprise (WBE)</u> 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 \_\_\_\_\_

**Attachment 1**  
**(Page 2 of 2)**

**THESE PAGES 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 \_\_\_\_\_



