

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Delaware’s Unclaimed Property Operating Database and Website Management
ISSUED BY Department of Finance, Office of Unclaimed Property
CONTRACT NUMBER FIN10126-PROF_SERV

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I. Overview

The State of Delaware Department of Finance, Office of Unclaimed Property, seeks professional services for unclaimed property database and website management. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

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

Public Notice	Date: January 16, 2026
Deadline for Questions	Date: January 23, 2026
Response to Questions Posted by:	Date: January 30, 2026
Deadline for Receipt of Proposals (Time)	Date: February 9, 2026 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: TBD–

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the

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applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

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

II. Scope of Services

A. OVERVIEW

The Vendor shall provide all equipment, materials and labor to supplement the State's need for Delaware's Unclaimed Property Operating Database and Website Management as described herein. The contract will require the Vendor to cooperate with the ordering agency to ensure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

The Delaware Office of Unclaimed Property's core values and mission is to fairly, accurately, and efficiently collect and maintain the unclaimed property reportable to the State of Delaware and facilitate its prompt reunification with the rightful property owner. Unclaimed property consists of accounts, securities, and other financial instruments, usually intangible, that are held at Insurance Companies, Banking Organizations, and other types of corporations and organizations that have become dormant for a specified period of time. There are several common types of unclaimed property including checking and savings accounts, uncashed wage and payroll checks, uncashed stock dividends, stock certificates, insurance payments, utility deposits, customer deposits, credit balances, refund checks, money orders, traveler's checks, mineral proceeds, court deposits, uncashed death benefit checks, unused gift cards, and life insurance proceeds. Unclaimed property does not include real estate or vehicles. The Office of Unclaimed Property will maintain custody of reported property in perpetuity until the rightful owner(s) come forward to claim the property.

C. STATEMENT OF NEEDS

The Office of Unclaimed Property is issuing this RFP limited to proposals for the implementation and maintenance of a comprehensive, electronic software system that integrates the functions as established in Section II and the Statement of Work and Technical Specifications attached as Appendix A. The database system will be required to capture all reporting and financial information received from the unclaimed property holder; track audit progress; track all security functions, including corporate actions; and capture all claims processing information. The system must include a document management system with workflows. Additionally, the successful Vendor will be

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responsible for hosting and maintaining the OUP website and web applications. The data must be accessible 24/7. OUP expects the successful Vendor to provide a web-based application that integrates a public facing unclaimed property Holder-Reporting web application and a public facing searchable Claims web application. The website and web applications must be able to interface with OUP's internal operating database for capturing payment information, data matching and claims processing. The technical requirements of this RFP are stated in Appendix A - Statement of Work and Technical Specifications. The State's Network Controls and Data Usage Terms are outlined in Appendix B and Appendix C.

D. DETAILED REQUIREMENTS

The Office of Unclaimed Property expects the successful Vendor will provide the following:

Unclaimed Property Administrative Database:

- **Holder Reporting System Application:**
The system must integrate with the public facing web-based application and the Department's internal operating database. The public facing web application will allow registered users (unclaimed property Holders) to report and remit their unclaimed property. The web application must have the ability to receive and identify that a file has been submitted and verify that all file submissions are in the correct NAUPA approved format. For files that are rejected, the system must have the capability to identify and provide specific information about the error within the file. The system must be able to accept various forms of payment and at a minimum accept checks, wires, ACH Debit and ACH Credit. The application must have the capability to import the reporting data such as property and receipt information directly into the OUP's internal operating database. For a full and detailed list of the system's technical requirements, please see the Technical Specifications attached as Appendix A.
- **Property Search and Claim Filing System Application:**
The system is required to be a public facing web-based application that will allow registered users (Claimants) to search the OUP's website for their unclaimed property and file a claim. The system must include a process used to verify the Claimant's identity based on OUP's parameters and subsequently automate the processing of the claim. The system must also including integrated fraud detection software and processes able to identify fraudulent and unauthorized claims. For claims that are not eligible for the automation, the web application must generate the claimant with a claim form that contains a description of the specific required documentation the claimant must provide based on that claimant's circumstances. The application must enable the claimant to upload any documentation required. The claim filing system must be integrated to OUP's internal unclaimed property database. For a full and detailed list of the system's technical requirements, please see the Technical Specifications attached as Appendix A. The State's Network Controls and Data Usage Terms are outlined in Appendix B and Appendix C.
- **Enterprise Content Management System:**
The system must have the ability to securely store and maintain documents uploaded by unclaimed property Holders, Claimants and OUP personnel. The system will allow OUP's personnel to quickly and easily access the imaged documents. The document imaging system must be integrated with OUP's internal unclaimed property

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application database and the public facing application that allow Claimant's to upload documentation directly to their unclaimed property claim. The system must include workflow processes describing how this will occur. For a full and detailed list of the system's technical requirements, please see the Technical Specifications attached as Appendix A. The State's Network Controls and Data Usage Terms are outlined in Appendix B and Appendix C.

- **Data Protection:**

The successful Vendor will also be required to document proper controls to safeguard the data. The successful Vendor must produce a set of minimum security standards outlining proper controls by which those with access to confidential data must abide by. For a full and detailed list of system's technical and data protection requirements, please see Appendix B- ISO Direct to Network Control Requirements and Appendix C – Delaware Data Usage Terms and Conditions.

- **Ancillary Services:**

The successful Vendor will also be required to provide ancillary support services as needed for claims review and processing, call center support, and holder reporting and securities processing.

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 Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. 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 V, Item G, subsection 7 (insurance).

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability

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6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at <https://bids.delaware.gov/>. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Devashree Singh, Deputy Director
Delaware Department of Finance, Office of Unclaimed Property
Carvel State Office Building
820 N. French Street, 8th Floor
Wilmington, DE 19801
devashree.singh@delaware.gov

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

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doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

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

8. Exclusions

The 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) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with four (4) paper copies and one (1) electronic copy on USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on February 9, 2026**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Devashree Singh, Deputy Director

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Delaware Department of Finance, Office of Unclaimed Property
Carvel State Office Building
820 N. French Street, 8th Floor
Wilmington, DE 19801
devashree.singh@delaware.gov

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. FIN10126-PROF_SERV” on the outside of the bid submission package.

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

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through February 9, 2027. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

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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 in accordance with [29 Del. C. § 10001](#), et seq. (“FOIA”).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. (“FOIA”). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure, or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor’s confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

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Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific 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, 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. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included in a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

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Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **January 23, 2026**. All questions will be consolidated into a single set of responses and posted on the State's website at bids.delaware.gov by the date of **January 30, 2026**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

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- Section number
- Paragraph number
- Page number
- Text of passage being questioned

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

15. 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.

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

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

18. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

19. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

20. 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.

21. Revisions to the RFP

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

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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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.

25. 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. **State of Delaware terms will take precedence.**

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 shall be comprised of representatives of the State of Delaware. The 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](#). Professional services for this solicitation are considered under 29 *Del. C.* § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.

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.

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- 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.

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
Statements detailing evidence and length of time the Vendor has provided these goods and services required in this RFP	10
The qualifications and experience of the Vendor, their employees and project team. Explanations of their management oversight structure, governance philosophy, including how leadership ensures accountability, strategic alignment, and operational effectiveness. Narrative description of the proposed project team, its members, and organizational structure identifying the key people who will be assigned to deliver the goods or services required by this RFP and their resumes.	20
Statements describing the Unclaimed Property System Administration Application and the Website Content Management. Include any key features, processes and how the Website Content Management System is incorporated with workflows within the Unclaimed Property System Administration Application.	30
All necessary permits, licenses, certifications, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense. A description of the Vendor's data security program, including details of relevant and preferred security certifications. Vendors must review and agree to comply with the Data Usage Terms and Conditions (Appendix C).	20
Pricing	10
References	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.

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.

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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.

V. Contract Terms and Conditions

A. Contract Use by Other Agencies

REF: Title 29, Chapter [6904](#)(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

B. 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).

C. General Information

1. The term of the contract between the successful bidder and the State shall be for three (3) year with three (3) optional extensions for a period of one (1) year for each extension.

2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

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3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
4. 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.
5. 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.
6. 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.
7. 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.
8. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. 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

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to advertising or an employee or representative thereof, will potentially void that particular proposal.

E. 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.

F. 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.

G. 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.

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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.

2. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

3. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

4. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

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The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

5. 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.* § 2101.

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.

6. Notice

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

Devashree Singh, Deputy Director
Delaware Department of Finance, Office of Unclaimed Property
Carvel State Office Building
820 N. French Street, 8th Floor
Wilmington, DE 19801
devashree.singh@delaware.gov

7. 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 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.

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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 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:

- (1) Procure the right for the State of Delaware to continue using the Product(s);
- (2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (3) 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.

8. Insurance

- 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 of Delaware.
- c) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

(1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

(2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.

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(3) Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

- (a) \$1,000,000 combined single limit each accident, for bodily injury;
- (b) \$250,000 for property damage to others;
- (c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
- (d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and
- (e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

d) The successful vendor must carry at least one of the following depending on the scope of work being performed.

- (1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- (2) Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- (3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

e) Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

f) Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Finance, Office of Unclaimed Property
Contract No: FIN10126-PROF_SERV
State of Delaware
Carvel State Office Building
820 N. French Street, 8th Floor
Wilmington, DE 19801

g) Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To

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the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

h) To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

i) In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

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

k) The State of Delaware shall not be named as an additional insured.

l) Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

9. 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.

10. Bid Bond

There is no Bid Bond Requirement.

11. Performance Bond

There is no Performance Bond requirement.

12. 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.

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.

13. 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

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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.

14. 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%).

15. Liquidated Damages

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

16. Dispute Resolution

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

17. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section V.G.15 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. Termination of Contract

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

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Finance, Office of Unclaimed Property.

a) 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 no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the 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.

b) 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.

c) 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.

19. 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

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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.

20. 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.

21. Vendor Activity

No activity is to be executed in an offshore 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.

22. 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 its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Department of Finance, Office of Unclaimed Property.

23. 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.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

24. Fair Background Check Practices

Pursuant to 29 Del. C. [§ 6909B](#), 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 can refer to 19 Del. C. [§ 711\(g\)](#) for applicable established provisions.

25. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:

<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

26. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

27. 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.

28. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall

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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.

29. 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 (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.

30. 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 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.

31. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under

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the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

32. 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.

33. 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.

34. 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.

35. IRS 1075 Publication (If Applicable)

I. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person

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except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

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(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. Criminal/Civil Sanctions

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a

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contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

36. Other General Conditions

- a) **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.
- b) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- c) **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.
- d) **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.
- e) **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.
- f) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- g) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- h) **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.
- i) **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

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j) Payment – The State reserves the right to pay by Automated Clearing House (ACH) or Purchase Card (P-Card). The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

k) W-9 - The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

l) Purchase Orders – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number FIN10126-PROF_SERV on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

m) Purchase Card – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

n) Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

A. 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.

B. 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.

C. 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.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to Devashree.singh@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s contract manager 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.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. FIN10126-PROF_SERV

Contract Title: DELAWARE'S UNCLAIMED PROPERTY OPERATING DATABASE AND WEBSITE MANAGEMENT

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 bid 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.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT Number: FIN10126-PROF_SERV
Website Management

TITLE: Delaware's Unclaimed Property Operating Database and

DEADLINE TO RESPOND: February 9, 2026, 1:00 p.m. 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 Bid, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a Bid as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Finance, Office of Unclaimed Property.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment F, 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, Department of Finance, Office of Unclaimed Property.

COMPANY NAME _____

COMPANY TYPE: Corporation Partnership Individual Other: _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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 (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Department of Finance, Office of Unclaimed Property

Attachment 5

Contract No. FIN10126-PROF_SERV
Contract Title: Delaware's Unclaimed Property Operating Database and Website Management

BUSINESS REFERENCES

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

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

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

Reference One

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Two

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Reference Three

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

SUBCONTRACTOR INFORMATION FORM

Contract Number **FIN10126-PROF_SERV**
Contract Title: **DELAWARE'S UNCLAIMED PROPERTY OPERATING DATABASE AND WEBSITE MANAGEMENT**

Are you proposing the use of any subcontractors in the fulfillment of the requirements as outlined in the solicitation?

If yes, complete this form.

Responding Vendor Information

Company Name	
DBA (if applicable)	
Company Address	

Subcontractor Information

Company Name	
DBA (if applicable)	
Company Address	

Diverse Vendor Self-Identification	
State Certified	
Federal Certified	

If yes, which State(s):

Description of Work by Subcontractor

Once completed, this form must be signed by both vendors.

Proposing Vendor

Subcontractor

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Use a separate form for each subcontractor



The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: osd@delaware.gov

Web site: <https://business.delaware.gov/osd/>

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



Appendix A – STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

Scope of Services and General System Requirements:

- Must have the ability to integrate with the State of Delaware’s Single Sign-On (SSO) solution.
- Must be web-based and be accessible through standard web browsers, such as Microsoft Edge, Google Chrome, and Mozilla Firefox.
- Must provide multiple security levels utilizing user and role-based security.
- Must provide segregation of duties controlled by security roles in the individual applications.
- Must integrate with NAUPA systems.
- Must capture and record any data changes made within the system and maintain a record of any data changes for a minimum of 12 months.
- Must be able to share data (including images) between applications or other external interfaces in real-time, asynchronously, or via flat files.
- Must encrypt file transfers conducted via sFTP connections.
- Must be able to migrate existing records (Holder Reporting, Claims, Securities, Website, Imaging) into new software system solution, including validation of successful conversion.
- Must support the State’s number of users, volume of claims received, and volume of holder activity referenced in this RFP to maintain operations.
- Must have a comprehensive system solution for change requests made by OUP.
- Must have a plan for routine upgrades and service interruptions.
- Must provide comprehensive user training.
- Must have user-friendly guides complete with screenshots, data dictionary, snips, etc. that a new user can refer to in order to learn all processing aspects for all applications.
- Must have a mature and robust data security program.
- ISO 27001 certification preferred.

Unclaimed Property Operating Database Application Functionality

Claims processing

- Must have a configurable workflow to control the claims process.
 - Ability to automatically send notification to the Examiner that reviewed the claim once new evidence is scanned into a claim.
 - Workflow for generating claim denial letters by a batch process.
 - Overall workflow to route claims to Examiners or employees who previously worked on the claim.
 - Must have configurable approval levels.
 - Must have the ability to create claims from:
 - Staff using the main system
 - OUP’s website
 - Batch outreach efforts
- Must have configurable tracking of claim progress or status.
 - Must have the ability to add work history notes to claim.
 - Must have an integrated email functionality.
 - Must have a configurable evidence requirement.
- Should have the ability to split a property item by percentage (eg. 50%) and populate separate claim forms.

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- Should have batch identification of properties for multiple owners based on lists OUP provides, with the option to generate a claim form from the results.
- Must provide a configurable claim form with the following sections:
 - Property Information
 - Customization of evidence requirement based on evidence listed on the claim.

Payments

- Must have the ability to interface with the state's payment system to create payment, cancelation, reissue, and update payment detail information with return interface, includes user-friendly ability to correct payment files.
- Must have the ability to flag a payment for a Check Pull that requires special handling.
- Should have the ability to pay via ACH (Direct Deposit).
- Should be able to flag/pull claims with the same ACH information and stored in "Internal Review."
- Must have the ability to flag a claim so that payment cannot be issued until the flag is removed.
- Should have the ability to calculate interest paid on claims.
- Should have the ability to create and issue 1099-B, 1099-DIV, 1099-INT, and send file to IRS.
- Should have the ability to have a note added to the claim that claim was dropped due to stale dated check.
- Must capture the history of payment, cancelation, and any check reissues.

Special claims processing

- Must have the ability to automatically process Fast Track Claims based on configurable parameters to determine eligibility using third-party data (Lexis-Nexis or similar) to validate Fast Track claims.
- Must have the ability to process property to conform with Money Match which is the automatic return of unclaimed property pursuant to criteria set by the OUP.
- Should have the ability to identify properties and create claims in batch from other state agencies regarding levies and garnishments.
- Should have the ability to create a reciprocal state claim.

Registered Unclaimed Property Finders

- Must have the ability to store and maintain registered finder information.
- Must have the ability to attach finder information to a claim.

Holder Reporting (OUP Agency-Facing)

- Must capture receipts for cash, securities, and tangible property and tie to reports.
- Must capture holder contact information for each report.
- Must provide a "balancing" or reconciliation process for all cash and securities property received on the report and do not allow any claims to be paid until completed.
- Must list all property details received from holder.
- Must capture additional property information from outside third-party sources.
- Must track extensions granted and denied.

Securities Processing

- Must track securities at the property and reporting level.
- Must be capable of setting up multiple custodians.
- Must post transactions, dividends, and liquidations at the property, report, and issue level.
- Must integrate with third-party custodian to perform reconciliation.

Tangible property processing

- Must track tangible items received.
- Must have a configurable location of the tangible items, including ability to retain tangible item in-house when claim is dropped or as part of stale-dated process.
- Must be capable of entering transactions at the item level (transfer to claimants, liquidations, disposed).

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Communication

- Must have the option to send communication to Claimants via email or letter.
- Must have configurable emails to Claimants based on status of claim.
- Must have configurable form letters that can be created individually or in batch.
- Must have the ability for claim forms and letters to be printed individually or in batch.
- Must have configurable automated emails to Claimants based on claim status for claims filed via the website.

Audit processing

- Must have the ability to track progress of audits, both internal and those being performed by a third-party.
- Must have the ability for file upload of work in progress reports from third-party audit firms.
- Must have the ability to link an audit to a Holder Report.
- Must have the ability to link to OUP's 1170 program.

Reports/Lists

- Must have the ability to produce configurable reports from each module of Unclaimed Property operations (i.e. securities, claims, finders, holders, production, receipts, audits).
- Must have the ability to produce the list of Unclaimed Property in the system.
- Must have the ability to identify properties for which annual due diligence is required pursuant to statutory requirements.
- Must have the ability to extract data to provide an automated database export in an appropriate format for advertising and outreach events offline.
- Must have the ability to run list of all DE registered finders.

Unclaimed Property Website Administration and Functionality

Property Search and Claim Filing (Claimant-Facing)

- Should not require a Claimant to register an account in order to search property, file a claim, check status and upload documentation.
- Must require multi-factor authentication if a Claimant registers an account.
- Must have the ability to search by name or property ID.
- Should be "mobile friendly."
- Should have the ability to narrow search results once search results are populated.
- Must have the ability to adjust the value range of property displayed on the website.
- Must have the ability for Claimant to select multiple properties and add to "cart" to claim.
- For claims that are found via searching the website and are not Fast-Track eligible, should have the ability to display what evidence is required to prove entitlement.
- Must have the ability for claimants to check the status of claim online which provides: Claimant Information, Property Information, Claim Status, and Evidence Requirements.
- Must have the ability for Claimants to upload required documentation directly to the claim.
- Must have the ability to upload documentation to be of various file types and up to 5mb in file size.
- Should have the ability to prevent multiple duplicate claim submissions from the same Claimant being initiated for the same properties. (i.e. Claimant hitting the submit button too many times).
- Should be compliant with the Americans with Disabilities Act requirements for accessible websites.

Holder Reporting (Holder-Facing)

- Must have the ability for Holders to load NAUPA approved files and negative reports via web application.

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- Must have the ability for Holders to manually enter report via web application.
- Must have configurable validations checked against the file.
- Must have configurable error messages.
- Must have receipts (Cash and Securities) automatically created in the system.
- Must have the ability to identify and create a report batch for Delaware specific receipts like restitution, sales, dividends etc. by date.
- Must have the ability to have receipts automatically linked to correct report.
- Should track and associate communication from the Holder that reported property has been flagged and reported with the illicit property type.
- Must provide the Holder the ability to send payment methods by Check, Wire, ACH debit and ACH credit.
- Must have the ability to handle returned items.
- Must automatically archive raw file to configurable location.
- Must have configurable automated emails to holders.
- Must allow Holders to see their reporting history.
- Must allow Holders to reset their own password.
- Must allow OUP to manage users, reset passwords and lock/unlock Holders from reporting.
- Must have the ability to upload a bank file including all payment types.

Fraud

- Must have a comprehensive, integrated fraud detection process to reasonably identify unauthorized claims.
- Must have a comprehensive, integrated fraud prevention process.
- Must provide OUP with the ability to store a table of information related to known fraud (including name, SSN, address, IP address, email, phone number, and bank routing numbers) (“Reserve Table”).
- Must notify OUP when a claim is filed using information in the Reserve Table so that payment can be blocked.
- Must provide alerts that are prominently displayed on main claims screens to bring attention to the Examiner.
- Must provide the ability to add alert to multiple claims.
- Must provide the ability to add a note to an alert.
- Should track communication from the Holder that property has been flagged as potential/probable fraud.

Website Content Management System

- Must have the ability to accept a mass upload of indexed images related to a claim.
- Must have the ability to view images related to a claim within the system.
- Must have the ability to export indexed images individually and in mass from the system.
- Must have the ability to apply a mass status to a batch of claims.

Appendix B – ISO DIRECT TO NETWORK CONTROL REQUIREMENTS

The requirements below apply to all parties including Vendors that process State of Delaware confidential information or Personally Identifiable Information (PII) on behalf of the Delaware Department of Finance's, Office of Unclaimed Property, or if they have a direct connection to the State's network. The Vendor must provide SOC 2 Type 1 and 2 Reports to OUP and the State's IT Department annually and upon request. While the list of controls below is not exhaustive other equivalent controls from other frameworks may be used in accordance with the frameworks if they meet the essence of the requirement.

Control Objective	Control Description
Policies for information security	A set of policies for information security should be defined, approved by management, published and communicated to employees and relevant external parties.
Review policies for information security	The policies for information security should be reviewed at planned intervals or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.
Information security roles and responsibilities	All information security responsibilities should be defined and allocated.
Information Security Awareness, Education and Training	All employees of the organization and, where relevant, contractors should receive appropriate awareness education and training and regular updates in organizational policies and procedures, as relevant for their job function.
Inventory of Assets	Assets associated with information and information processing facilities should be identified and an inventory of these assets should be drawn up and maintained.
Return of Assets	All employees and external party users should return all of the organizational assets in their possession upon termination of their employment, contract or agreement.
Access to Networks and Network Services	Users should only be provided with access to the network and network services that they have been specifically authorized to use.
User Registration and De-Registration	A formal user registration and de-registration process should be implemented to enable assignment of access rights.
User Access Provisioning	A formal user access provisioning process should be implemented to assign or revoke access rights for all user types to all systems and services.
Management of Privileged Access Rights	The allocation and use of privileged access rights should be restricted and controlled.
Removal or Adjustment of Access Rights	The access rights of all employees and external party users to information and information processing facilities should be removed upon termination of their employment, contract or agreement, or adjusted upon change.

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Information Access Restriction	Access to information and application system functions should be restricted in accordance with the access control policy.
Secure Log-On Procedures	Where required by the access control policy, access to systems and applications should be controlled by a secure log-on procedure.
Password Management System	Password management systems should be interactive and should ensure quality passwords.
Policy on the Use of Cryptographic Controls	A policy on the use of cryptographic controls for protection of information should be developed and implemented.
Physical Security Perimeter	Security perimeters should be defined and used to protect areas that contain either sensitive or critical information and information processing facilities.
Physical Entry Controls	Secure areas should be protected by appropriate entry controls to ensure that only authorized personnel are allowed access.
Securing Offices, Rooms and Facilities	Physical security for offices, rooms and facilities should be designed and applied.
Protecting Against External and Environmental Threats	Physical protection against natural disasters, malicious attack or accidents should be designed and applied.
Separation of Development, Testing and Operational Environments	Development, testing, and operational environments should be separated to reduce the risks of unauthorized access or changes to the operational environment.
Controls Against Malware	Detection, prevention and recovery controls to protect against malware should be implemented, combined with appropriate user awareness.
Event Logging	Event logs recording user activities, exceptions, faults and information security events should be produced, kept and regularly reviewed.
Administrator and Operator Logs	System administrator and system operator activities should be logged, and the logs protected and regularly reviewed.
Management of Technical Vulnerabilities	Information about technical vulnerabilities of information systems being used should be obtained in a timely fashion, the organization's exposure to such vulnerabilities evaluated and appropriate measures taken to address the associated risk.
Network Controls	Networks should be managed and controlled to protect information in systems and applications.
Segregation in Networks	Information involved in electronic messaging should be appropriately protected.
Protecting Application Services Transactions	Information involved in application service transactions should be protected to prevent incomplete transmission, misrouting, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or replay.

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Protection of Test Data	Test data should be selected carefully, protected and controlled.
Information Security Policy for Supplier Relationships	Information security requirements for mitigating the risks associated with supplier's access to the organization's assets should be agreed with the supplier and documented.
Monitoring and Review of Supplier Services	Organizations should regularly monitor, review and audit supplier service delivery.
Managing Changes to Supplier Services	Changes to the provision of services by suppliers, including maintaining and improving existing information security policies, procedures and controls, should be managed, taking account of the criticality of business information, systems and processes involved and reassessment of risks.
Response to Information Security Incidents	Information security incidents should be responded to in accordance with the documented procedures.
Independent Review of Information Security	The organization's approach to managing information security and its implementation (i.e., control objectives, controls, policies, processes and procedures for information security) should be reviewed independently at planned intervals or when significant changes occur.

Physical Security Requirements

In addition to the Minimum-Security requirements the physical security requirements below apply to all Third Parties including Vendors that process, access, or store (physically or logically) confidential information or PII on behalf of the State of Delaware or if they have a direct connection to the State's network. If OUP's data is only stored or processed in a cloud environment, the identified cloud provider must be communicated to OUP and the associated attestation reports (SOC 2 Type 1 and 2 Reports) must be provided to OUP and the State's IT Department annually.

For all facilities used to access, process, transmit, and/or store OUP's Confidential Information or Personal Information, all entry points must be secure to ensure physical access is restricted to authorized personnel.
All servers and network equipment used to store and/or access OUP's Confidential Information or Personal Information shall be kept in a secure room with the following controls: Additional access control mechanisms (e.g., badge, biometrics, pin, etc.) on entry doors. Rooms are located on the interior of the building with no windows, unless safeguards are in place to prevent shattering, and telecommunications equipment, cabling and relays receiving data or supporting services are hidden from view to deter interception or damage.

Security Requirements When Processing Sensitive / Regulated Data

In addition to the Minimum-Security requirements defined above, the requirements below apply to all Third Parties including Vendors that process PII, Sensitive Personal Information (SPI), Protected Health Information (PHI), Payment Card Information (PCI), Intellectual Property (IP) or support OUP's mission critical business functions:

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Control Objective	Control Description
Segregation of duties	Conflicting duties and areas of responsibility should be segregated to reduce opportunities for unauthorized or unintentional modification or misuse of the organization's assets.
Screening	Background verification checks on all candidates for employment should be carried out in accordance with relevant laws, regulations and ethics and should be proportional to the business requirements, the classification of the information to be accessed and the perceived risks.
Management responsibilities	Management should require all employees and contractors to apply information security in accordance with the established policies and procedures of the organization.
Management of removable media	Procedures should be implemented for the management of removable media in accordance with the classification scheme adopted by the organization.
Disposal of media	Media should be disposed of securely when no longer required, using formal procedures.
Physical media transfer	Media containing information should be protected against unauthorized access, misuse or corruption during transportation.
Management of secret authentication information of users	The allocation of secret authentication information should be controlled through a formal management process.
Review of user access rights	Asset owners should review users' access rights at regular intervals.
Access control to program source code	Access to program source code should be restricted.
Secure disposal or re-use of equipment	All items of equipment containing storage media should be verified to ensure that any sensitive data and licensed software has been removed or securely overwritten prior to disposal or re-use.
Documented operating procedures	Operating procedures should be documented and made available to all users who need them.
Change management	Changes to the organization, business processes, information processing facilities and systems that affect information security should be controlled.

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Control Objective	Control Description
Protection of log information	Logging facilities and log information should be protected against tampering and unauthorized access.
Installation of software on operational systems	Procedures should be implemented to control the installation of software on operational systems.
Restrictions on software installation	Rules governing the installation of software by users should be established and implemented.
Information systems audit controls	Audit requirements and activities involving verification of operational systems should be carefully planned and agreed to minimize disruptions to business processes.
System change control procedures	Changes to systems within the development lifecycle should be controlled by the use of formal change control procedures.
Responsibilities and procedures	Management responsibilities and procedures should be established to ensure a quick, effective and orderly response to information security incidents.
Reporting information security events	Information security events should be reported through appropriate management channels as quickly as possible.
Assessment of and decision on information security events	Information security events should be assessed, and it should be decided if they are to be classified as information security incidents.
Learning from information security incidents	Knowledge gained from analyzing and resolving information security incidents should be used to reduce the likelihood or impact of future incidents.
Privacy and protection of personally identifiable information	Privacy and protection of personally identifiable information should be ensured as required in relevant legislation and regulation where applicable.

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System and Data Availability

In addition to the Minimum-Security requirements defined above, the below requirements apply to all Third Parties including Vendors that manage, support, maintain systems or process, access, or store data that has high availability requirements, or the Third Party's service application has high availability requirements as defined by OUP:

Control Objective	Control Description
Documented operating procedures	Operating procedures should be documented and made available to all users who need them.
Capacity management	The use of resources should be monitored, tuned and projections made of future capacity requirements to ensure the required system performance.
Information backup	Backup copies of information, software and system images should be taken and tested regularly in accordance with an agreed backup policy.
Planning information security continuity	The organization should determine its requirements for information security and the continuity of information security management in adverse situations, e.g., during a crisis or disaster.
Implementing information security continuity	The organization should establish, document, implement and maintain processes, procedures and controls to ensure the required level of continuity for information security during an adverse situation.
Verify, review and evaluate information security continuity	The organization should verify the established and implemented information security continuity controls at regular intervals in order to ensure that they are valid and effective during adverse situations.

Appendix C – DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

Appendix C is a separate file found on mymarketplace.delaware.gov. The Data and Cloud Agreement must be submitted either as a clean copy that is signed or a redlined copy, with exceptions noted on the Exceptions form.

Appendix D - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

A. Overview

The proposal should be organized in the exact order in which the requirements and/or desirable performance criteria are presented in the RFP. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the vendor's proposal.

If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation as non-responsive. Proposals will be considered and evaluated based upon the vendor's full complete responses to the solicitation, and any additional requirements herein, or stated in a separate Appendix.

The proposal should be organized and indexed in the format as outlined below and contain, at a minimum, all listed items in the indicated sequence.

B. Proposal Response

1. Letter of Transmittal/Cover Letter: Each proposal must be accompanied by a letter of transmittal that is signed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware and provides the following information:
 - Contract Number (GSS25936-ERP_SOL)
 - Submitting Organization's Name (Vendor)
 - Identify the name, title, telephone and email address of the person authorized to contractually obligate the organization.
 - Name, title, telephone and email address of the person authorized to negotiate the contract on behalf of the organization.
 - Name, title, telephone and email address of the contact person for proposal clarifications.
 - Acknowledge receipt of all amendments to this RFP.
2. Table of Contents: clearly identifying the structure of the proposal and showing page numbers for each of the required sections.
3. Executive Summary: Provide a high-level executive summary consistent with other sections of the proposal.
4. Experience and Reputation: Describe corporate capability to deliver the proposed system modules including stability, past performance, key personnel with demonstrated expertise in the defined areas. Include brief biographical summaries and professional qualifications of key personnel and subcontractors and/or consulting partners.
5. Discussion Topics: Vendors shall include written responses to the following as part of their proposal. In responding, vendors shall demonstrate an understanding of the complexity of need for the services described and an understanding of the requirements of this RFP.
 - a. Describe the Vendor's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
 - b. Detail the number of years the Vendor has been in business.
 - c. Briefly describe how long the Vendor has been providing the goods or services required by this RFP.

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- d. Describe the Vendor's number of employees, client base, and location of offices.
- e. Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Vendor within the last ten (10) years. If so, include an explanation providing relevant details.
- f. Provide a statement of whether the Vendor or, to the Vendor's knowledge, any of the Vendor's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere to any felony. If so, include an explanation providing relevant details.
- g. Provide a statement of whether, in the last ten (10) years, the Vendor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
- h. Provide a statement of whether there is any material, pending litigation against the Vendor that the Vendor should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Vendor's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Vendor's performance in a contract pursuant to this RFP. **NOTE:** All persons, agencies, firms, or other entities that provide legal opinions regarding the Vendor must be properly licensed to render such opinions.
- i. Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Vendor. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Vendor's performance in a contract pursuant to this RFP.
- j. Provide a brief, descriptive statement detailing evidence of the Vendor's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
- k. Provide a narrative description of the training provided by Vendor prior to implementation, including a description of training materials and number of days. Provide a description of any training on going or regular training provided after implementation, including when and how often it is provided.
- l. Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP and their resumes. Provide the estimated number of hours that each individual will devote to fulfilling the requirements.
- m. Provide a statement of whether the Vendor intends to use subcontractors to meet the Vendor's requirements of any contract awarded pursuant to this RFP, and if so, detail:
 - i. the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;
 - ii. a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform;
 - iii. provide a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Vendor's response to this RFP; and

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- iv. provide a statement specifying that Vendor understands that the contract with OUP will require the Vendor to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. OUP will consider the Vendor to be the sole point of contact with regards to contractual matters.
- n. Provide a statement of whether or not the Vendor has any current contracts with OUP or the State of Delaware or has completed any contracts with OUP or the State of Delaware within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:
 - i. the name, title, telephone number and e-mail address of the OUP contact knowledgeable about the contract;
 - ii. the procuring agency name;
 - iii. a brief description of the contract's scope of services;
 - iv. the contract period; and
 - v. the contract number.
- o. Provide a statement and any relevant details addressing whether the Vendor is any of the following:
 - i. is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- p. Provide three customer reference letters from individuals who are not current or former OUP employees for:
 - i. Unclaimed Property System Administration Application
 - ii. Holder Reporting Application,
 - iii. Property Search and File Claims Application
 - iv. Website Content Management

NOTES:

- o. OUP will not review more than the number of required references indicated above.
- o. While OUP will base its reference check on the contents of the e-mails, OUP reserves the right to confirm and clarify information detailed in the completed reference letters and may consider clarification responses in the evaluation of references.
- q. List all existing clients for which the Vendor provides services similar to those requested in this RFP and indicate how long the Vendor has been providing those services to each client.

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Specifically, provide how long the Vendor has been providing the following services for each client:

- i. Unclaimed property software (specify if Vendor-hosted or web-based)
 - ii. Claims portal
 - iii. Holder reporting portal
 - iv. Claims processing
 - v. Call center
 - vi. Document imaging and mailings
- r. Describe any pending or anticipated plans to re-organize your company within itself or as part of the larger organization of which the company is a part.
 - s. Provide a list of all insurance certificates currently held by Vendor. Vendor acknowledges that there may be insurance requirements in order to do business with OUP and the State of Delaware, including but not limited to workers compensation, cyber security, general commercial liability, errors and omissions, and fidelity/commercial crime insurances. The specific insurance requirements will be determined during contract negotiations.
 - t. Provide a description of Vendor's data security program, including details of relevant security certifications currently held with evidence of current certification. If such certifications are in the process of being obtained, details of which are in process must be provided. Additionally, Vendors must review and agree to comply with the State of Delaware's Information Security Requirements, Right and Responsibilities.
 - u. Provide three (3) years of financial statements.
 - v. Provide a sample Service Level Agreement that outlines the Vendor's overall customer service plan, call center set up, including average response time to customer requests, inquiries, or concerns.