

STATE OF DELAWARE  
Department of Finance, Division of Revenue

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**  
**On-Site Professional Collection Services**  
**ISSUED BY Department of Finance – Division of Revenue**  
**CONTRACT NUMBER FIN22001 ONSITE\_COL**

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**I. Overview**

The State of Delaware Department of Finance, Division of Revenue (“DOR”) seeks professional services for the purpose of acquiring on-site professional customer, collection and support staff services for the collection of accounts receivables and other state accounts receivables owed to the State of Delaware. 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: 11/9/2022
Mandatory Pre-Bid Meeting	Before: 11/18/2022
Deadline for Questions	Date: 11/21/2022
Response to Questions Posted by:	Date: 12/2/2022
Deadline for Receipt of Proposals	Date: 12/16/2022 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: 01/24/2023

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 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.

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

**MANDATORY PREBID MEETING**

The State of Delaware, Division of Revenue will require a mandatory pre-bid meeting occur before the deadline for questions set for 11/21/2022. The intent of an in-person meeting is to ensure all bidders are familiar with the Division of Revenue's downtown office space, collections staffing areas, and key managerial personnel. Discussion would be limited to introductions of existing personnel to potential bidders and Revenue, topics outlined in this RFP, and logistics items relating to the Carvel building office space. Any questions posed must also be formally submitted during the RFP process.

This meeting will be held on site at the Carvel State Office Building, 820 N. French Street, 8<sup>th</sup> floor, Wilmington, Delaware. Potential bidders should co-ordinate the pre-bid meeting with:

Tiffany Rodriguez  
E-mail: [tiffany.rodriquez@state.de.us](mailto:tiffany.rodriquez@state.de.us)  
Phone: (302)-577-8164

**II. Scope of Services**

Please refer to Appendix B for the scope of services.

**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. Vendor shall have a minimum of five (5) years collection experience and shall have provided on-site debt-collection services to at least one (1) other government entities.
2. Vendor shall provide proof of membership or pending membership in the Association of Credit and Collection Professionals ("ACA International").
3. Vendor shall provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of services. 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.
4. Vendor shall provide responses to the Request for Proposal (RFP) scope of services and clearly identify capabilities as presented in the General Evaluation Requirements below.
5. Vendor shall complete all appropriate attachments and forms as identified within the RFP.

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6. Vendor shall provide 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 8 (insurance).

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Collections Expertise
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with public work and its requirements
7. 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 [www.bids.delaware.gov](http://www.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.

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**Tosha Martin**  
**Department of Finance Division of Revenue**  
**820 N. French St. 8th Floor**  
**Wilmington, DE 19801 [tosha.martin@state.de.us](mailto:tosha.martin@state.de.us)**

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

**5. 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 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

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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 2 paper copies and 1 electronic copy on CD or DVD media disk, or 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 **3:00 PM (Local Time)** on December 19, 2022. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Tosha Martin**  
**Department of Finance Division of Revenue**  
**Delaware Division of Revenue**  
**820 N. French St. – 8th Floor**  
**Wilmington, DE 19801**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. FIN22001 ONSITE\_COL” 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.

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**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 28th, 2022. 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.

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 [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**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. Elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

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

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

**11. Confidentiality of Documents**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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.

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,

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Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**12. Price Not Confidential**

Vendors shall be advised that as a public bid contract, no Vendor shall retain the right to declare their pricing confidential.

**13. 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).

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**

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**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.

**14. 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.

**15. 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 November 23, 2022. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of December 5, 2022. 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.

Section number

Paragraph number

Page number

Text of passage being questioned

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

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

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Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**22. Revisions to the RFP**

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

**23. 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.

**24. Business References**

Provide at least five (5) business references consisting of current or previous customers of similar scope and value using Attachment 5. Of the five, one (1) reference must be for an On-site First Party Collections and Customer Service project. 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.

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

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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.

**26. 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. The Team shall make a recommendation regarding the award to the Director of Revenue, Kathy Revel, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

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

The proposals 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.

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- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:

**Criteria Weight**

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

Criteria	Weight
Reputation and prior experience in providing on-site collections and use of a COBALT based mainframe process alongside a minimum of five (5) years collection experience. Preference for experience with RSI Revenue Premier	20
Capability of providing an experienced Collection Team and support staff of at least fifteen (15) employees on-site at DOR's Wilmington office.	20
Personnel experienced with collection of governmental accounts receivables and specifically tax accounts.	15
All instructions and required submissions in the RFP have been met.	5
Pricing Model	5
Multi-state presence and collection capabilities.	11
Financial Condition	6
References	8
Ability to meet projected deadlines and the Division's payment procedures outlined in Appendix B.	5
ACA Safe Harbor Additional Fee*	5
<b>Total</b>	<b>100</b>

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

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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. 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).

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**C. General Information**

1. The term of the contract between the successful bidder and the State shall be for 2 years with 3 optional extensions for a period of two (2) years 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.
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 six 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.

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

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

**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.

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

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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. At the present time these include, but not limited to, wearing a mask in all State buildings and the policy for State employees regarding vaccination. The vaccination policy is located at <https://dhr.delaware.gov/policies/documents/covid19-vaccination-and-test-policy.pdf> . For clarity, State buildings are those owned or leased by the State.

#### **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.

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.* § [2502](#).

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

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

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**6. Notice**

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

**Tosha Martin, Collections Manager**  
**Delaware Division of Revenue**  
**820 N. French St. – 8th Floor**  
**Wilmington, DE 19801**  
**Attn: Tosha Martin**

**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.

**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:

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

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**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.

  - i.** Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
  - ii.** Commercial General Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
  - iii.** 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

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- (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.

The successful vendor must carry at least one of the following depending on the scope of services being delivered.

- i. Medical/Professional Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- ii. Miscellaneous Errors and Omissions  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- iii. Product Liability  
\$1,000,000 per occurrence/\$3,000,000 aggregate

- d. 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:

Delaware Department of Finance Division of Revenue  
Contract No: FIN22001 ONSITE\_COL  
State of Delaware  
820 N. French St. 8<sup>th</sup> Fl.  
Wilmington, DE 19801

- e. 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 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.
- f. 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.
- g. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- h. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.
- i. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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**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**

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of **Division of Revenue** in the amount of \$5,000.00. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond reflects the minimum conditions specified in the standard form. A certified check made out to the **Division of Revenue** in the amount of \$5,000.00 may be substituted in lieu of a bond.

**11. PERFORMANCE BOND**

Contractors awarded contracts are required to furnish a \$50,000.00 Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Department of Finance Division of Revenue with surety in the amount of \$50,000.00. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 10 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

**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 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 mediation selected by the parties. If the matter is not resolved through mediation, then it may be submitted for arbitration or litigation. DOF/DOR 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 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.16 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 the Division of Revenue.

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**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.

**d. Termination for Bankruptcy or Insolvency**

The Agency has the right to terminate the agreement upon Vendor filing for bankruptcy protection; any filing of an involuntary bankruptcy action against Vendor; a court of competent jurisdiction appointing or Vendor assigning all or

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substantially all of Vendor's assets to a custodian; or upon Vendor's insolvency.

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

**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 Division of Revenue.

**23. Personnel, Equipment and Services**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. 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.

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- c. 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 services 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

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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 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 (a) through (e) 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

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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 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

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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**

**a. Performance**

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

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use Federal Tax Information ("FTI") must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

DOR will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

**b. Criminal/Civil Sanctions**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only

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for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

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.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Attachment

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12). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**c. 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. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**36. Security and Confidentiality:** Except as expressly permitted by contract, Vendor(s) shall not disclose any information obtained in providing services to DOR as such information is confidential.

- a. Vendor shall comply with all State security, confidentiality and non-disclosure policies, practices, controls, and safeguards.
- b. Vendor, vendors officers, agents, employees, and subcontractors shall execute non-disclosure agreements (Attachment 12) pursuant to both 30 *Del C.* § 368 and Section 7431 of the Federal Internal Revenue Code.
- c. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DOR caused by Vendor's failure to ensure compliance with DTI standards. Vendor shall comply with Delaware Data Usage Terms and Conditions Agreement for Public and Non-public Data owned by the State of Delaware and Delaware Cloud Services Terms and Conditions Agreement (Attachment 13).
- d. Background checks are required of all individuals providing services under the contract.
- e. Vendors shall comply with the requirements of IRC 6103(p)(4). All individuals having access to Federal Tax Information (FTI) under the contract are required to obtain a background check (see IRS Publication 1075).

**37. 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.
- j. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. 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 completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
- l. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number FIN22001 ONSITE\_COL 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

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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 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 (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Bid Bond

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- Attachment 11 – Performance Bond
- Attachment 12 – Non-Disclosure Agreement
- Attachment 13 – DTI Delaware Data Usage Terms and Conditions Agreement and Delaware Cloud Services Terms and Conditions Agreement.
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Services / Technical Requirements

*[balance of page is intentionally left blank]*

**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 the Department of Finance Division of Revenue, 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 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in **Attachment 8**.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (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

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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. FIN22001 ONSITE\_COL  
Contract Title: **On-Site Professional Collection Services**

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

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

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

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

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

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

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**Attachment 2**

**CONTRACT NO.:** FIN22001 ONSITE\_COL

**CONTRACT TITLE:** On-Site Professional Collection Services

**DEADLINE TO RESPOND:** December 19, 2022 at 3:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, 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 – Division of Revenue.

COMPANY NAME _____ (Check one) NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">Corporation</td></tr> <tr><td style="text-align: center;">Partnership</td></tr> <tr><td style="text-align: center;">Individual</td></tr> </table>	Corporation	Partnership	Individual
Corporation				
Partnership				
Individual				

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:	Certification type(s)	Circle all that apply	
CERT. NO.: _____	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) \_\_\_\_\_

CONTACT & ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





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**Attachment 5**

Contract No. FIN22001 ONSITE\_COL  
Contract Title: On-Site Professional Collection Services

**BUSINESS REFERENCES**

List a minimum of five business references with one for an On-site First Party Collections and Customer Service project, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with reference
- 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 of the contract(s).

1. <b>Contact Name &amp; Title: Business</b> <b>Name: Address:</b>  <b>Email:</b> <b>Phone # / Fax #:</b> <b>Current Vendor (YES or NO):</b> <b>Years Associated &amp; Type of Work Performed:</b>	
2. <b>Contact Name &amp; Title: Business</b> <b>Name: Address:</b>  <b>Email:</b> <b>Phone # / Fax #:</b> <b>Current Vendor (YES or NO):</b> <b>Years Associated &amp; Type of Work Performed:</b>	
3. <b>Contact Name &amp; Title: Business</b> <b>Name: Address:</b>  <b>Email:</b> <b>Phone # / Fax #:</b> <b>Current Vendor (YES or NO):</b> <b>Years Associated &amp; Type of Work Performed:</b>	

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


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


**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**





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Attachment 8

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required			Requested detail						
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: Completed reports shall be saved in an Excel format, and submitted to the following email address: [osd@delaware.gov](mailto:osd@delaware.gov) . The form can be located at [Office of Supplier Diversity - Division of Small Business - State of Delaware](#), bottom of the page, 'Services and Information' section, 'Subcontractor Reporting Form'.



**The Office of Supplier Diversity (OSD) has moved to the  
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

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

Completed Applications can be emailed to: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

For more information, please send an email to OSD:

[OSD@Delaware.gov](mailto:OSD@Delaware.gov) or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

**New Address for OSD:**

Office of Supplier Diversity (OSD)  
State of Delaware  
Division of Small Business  
820 N. French Street, 10<sup>th</sup> Floor  
Wilmington, DE 19801

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

Email: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

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

**Dover address for the Division of Small Business**

**Local applicants may drop off applications here:**

Division of Small Business  
99 Kings Highway  
Dover, DE 19901  
Phone: 302-739-4271

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

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Attachment 10

Bid Bond

BOND HAS NOT BEEN WAIVED

10% BOND TO ACCOMPANY PROPOSAL

(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_ principal, and \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and the State of \_\_\_\_\_ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of \_\_\_\_\_ Dollars or \_\_\_\_\_ per cent (not to exceed \_\_\_\_\_ Dollars) of amount bid on Contract No. \_\_\_\_\_ to be paid to said State of Delaware for the use and benefit of the \_\_\_\_\_ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal \_\_\_\_\_ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. \_\_\_\_\_, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. \_\_\_\_\_, and if said \_\_\_\_\_ shall well and truly enter into and execute said Contract No. \_\_\_\_\_ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED AND DELIVERED IN THE

Presence Of \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder (Principal) (Seal)

Witness

\_\_\_\_\_

BY

\_\_\_\_\_ (Seal)

Corporate  
Seal

\_\_\_\_\_  
Title

\_\_\_\_\_ BY

\_\_\_\_\_ (Seal)

Name of Surety

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\_\_\_\_\_ (Seal)

\_\_\_\_\_  
Title

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the \_\_\_\_\_ (“**Owner**”) (*insert State agency name*), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

STATE OF DELAWARE  
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IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

**PRINCIPAL**

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date:

(Corporate Seal)

**SURETY**

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date:

(Corporate Seal)

STATE OF DELAWARE  
Department of Finance, Division of Revenue

**Attachment 12**

State of Delaware, Department of Finance, Division of Revenue  
(Rev. 7-2019)

**State of Delaware, Department of Finance, Division of Revenue Confidentiality Agreement**

Section 368 of Title 30 of the Delaware Code, and Sections 7213, 7513A and 7431 of the Internal Revenue Code (IRC), provide that tax information is confidential. These applicable laws hold that any current or former state employee, contractor, or authorized representative, who has or has had access to Delaware or Federal tax returns and Delaware or Federal tax return information is subject to the same restrictions as Delaware Division of Revenue employees. All unauthorized disclosures of information are subject to criminal and civil penalties under 30 Del. C. § 368. Penalties may include fines, imprisonment, and dismissal from state employment.

**INSTRUCTIONS.** Read this entire form before you sign it. After you sign and date this form, keep a copy for your records and send the original to Tosha Martin, Collections Manager Department of Finance Division of Revenue.

<b>Employee or Contractor Information</b>			
Last Name	First Name	Middle Initial	Telephone Number
Employer	Job-Title	Agency	Division

**NON-DISCLOSURE AND CONFIDENTIALITY PROVISIONS**

**State Law:** Pursuant to 30 Del. C. § 368(a), except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for any officer or employee of the Department of Finance ("Agency"), or for any other officer or employee of this State who has access to tax returns or information from tax returns under this title (other than Chapters 30 [except §§ 3004 and 3005], 51 and 52) to disclose or make known to any person in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this title (other than Chapters 30 [except §§ 3004 and 3005], 51 and 52) including any copy of any portion of a federal income or estate tax return or report, or any information on a federal return or report which is required to be attached to or included in a state tax return. Pursuant to 30 Del. C. § 368(d), for purposes of 30 Del. C. § 368(a), the term "officer or employee" shall include present and former officers and employees, and any person or persons employed or retained by the State on an independent contractor basis, or any subcontractors thereof. The term "return" or "report" shall include reports of the Internal Revenue Service or other competent federal authority containing tax return information.

**Federal Law Covering Federal Tax Returns and Return Information Provided to the Division of Revenue under IRC § 6103:** Pursuant to IRC §7213(a), it shall be unlawful for any person, except as authorized under the Internal Revenue Code, to willfully inspect or disclose to any person, any Federal tax return or return information. Pursuant to IRC § 7431(a), if any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of IRC § 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.

**Authorized Access to and Use of Tax Returns and Return Information:** Tax returns and tax return information may only be used for the purpose of tax administration and enforcement. Access to tax information, both in paper and electronic form, is allowed on a need-to-know basis to perform official Agency duties. Before you disclose returns or return information to other Agency employees, they must be authorized by the Division of Revenue to receive the information to perform their official duties.

**State of Delaware Penalties:** Section 368(d) of Title 30 provides that any violation of 30 Del. C. § 368(a) shall be a misdemeanor, punishable upon conviction by a fine not to exceed \$1,000, or imprisonment not to exceed 6 months, or both. The Superior Court shall have exclusive original jurisdiction over such misdemeanor.

**Federal Penalties:** If you are convicted of having willfully disclosed federal tax returns or tax return information to a third party, you will be guilty of a felony with a fine of \$5,000 or imprisonment for five years, or both, plus prosecution costs according to the IRC § 7213. In addition, inspecting, browsing or looking at a federal tax return or tax return information without authorization is a felony violation of IRC § 7213A, subjecting the violator to prosecution, the penalties of which may include a \$1,000 fine, imprisonment for one year, or both, plus prosecution costs. Taxpayers affected by violations of IRC §7213A must be notified by the government and may bring a civil action against the federal government and the violator within two years of the violation. Civil damages are the greater of \$1,000 or actual damages incurred by the taxpayer, plus the cost associated with bringing the action, IRC § 7431.

**Agency Discipline:** Absence of criminal prosecution for unauthorized disclosure of Federal or State tax information does not prevent the Delaware Division of Revenue from pursuing sanctions for unauthorized access to, use of, or disclosure of tax information, up to and including termination of employment.

**ALL NON-DISCLOSURE AND CONFIDENTIALITY PROVISIONS AND PENALTIES CONTINUE AFTER EMPLOYMENT OR ENGAGEMENT.**

<b>Certification</b>		
<i>I certify that I have read, understand, and will comply with the above provisions and that I understand the penalties for non-compliance.</i>		
Name (Print)	Signature	Date

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The applicable statutory provisions set forth below are current through the revision date noted above.

**30 Del. C. § 368: Secrecy of returns and information; penalty**

(a) Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for any officer or employee of the Department of Finance, or for any other officer or employee of this State who has access to tax returns or information from tax returns under this title (other than Chapters 30 [except §§ 3004 and 3005], 51 and 52) to disclose or make known to any person in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this title (other than Chapters 30 [except §§ 3004 and 3005], 51 and 52) including any copy of any portion of a federal income or estate tax return or report, or any information on a federal return or report which is required to be attached to or included in a state tax return.

(b) Nothing in this section shall be construed to prohibit the publication of statistics classified so as to avoid identification of specific taxpayers, or to prohibit the disclosure of the tax return or return information of any taxpayer to such person or persons as the taxpayer may designate in a written request or consent to such disclosure.

(c) For purposes of this section, the term "officer or employee" shall include present and former officers and employees, and any person or persons employed or retained by the State on an independent contractor basis, or any subcontractors thereof. The term "return" or "report" shall include reports of the Internal Revenue Service or other competent federal authority containing tax return information.

(d) Any violation of this section shall be a misdemeanor, punishable upon conviction by a fine not to exceed \$1,000, or imprisonment not to exceed 6 months, or both. The Superior Court shall have exclusive original jurisdiction over such misdemeanor.

(e) For purposes of this section, the terms "return" and "return information" shall not be construed to include any information appearing on or to appear on the face of a license required to be displayed under § 2109 of this title or the name or mailing address of the licensee of said license.

(f) *Refunds* — The Director may disclose taxpayer identity information to the press and other media for the purpose of notifying persons entitled to tax refunds when the Director, after reasonable effort and lapse of time, has been unable to locate such persons.

**26 U.S.C.A. § 7213; I.R.C. § 7213: Unauthorized Disclosure of Information**

(a) **Returns and return information.** --

(2) **State and other employees.**--It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

**26 U.S.C.A. § 7213A; I.R.C. § 7213A: Unauthorized Inspection of Returns or Return Information**

(a) **Prohibitions.** --

(2) **State and other employees.** --It shall be unlawful for any person [not described in paragraph (a)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in Section 7213(a)(2).

(b) **Penalty.** --

(1) **In General.** --Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

**§ 7431. Civil damages for unauthorized inspection or disclosure of returns and return information**

(a) **In general.** --

(2) **Inspection or disclosure by a person who is not an employee of United States.**--If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) **Exceptions.** --No liability shall arise under this section with respect to any inspection or disclosure--

(1) which results from a good faith, but erroneous, interpretation of section 6103, or

(2) which is requested by the taxpayer.

(c) **Damages.** --In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of--

(1) the greater of--

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of--

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorney's fees, except that if the defendant is the United States, reasonable attorney's fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

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**APPENDIX A  
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

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

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

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

Vendors shall provide proposal packages in the following formats:

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

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**APPENDIX B**  
**SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS**

**Introduction**

The State of Delaware, Division of Revenue has an on-going accounts receivables caseload of:

<u>Year</u>	<u># of Cases</u>	<u>Total Value of Cases</u>
2019	48,745	\$117,937,814
2020	56,277	\$155,347,536
2021	44,410	\$114,132,026
2022*	17,690	\$51,098,822

\*2022 Data is through August 31, 2022

This section reflects a request for a bid for a collection agency to provide experienced collection personnel and support staff in DOR's Wilmington, Delaware office to expedite collections on delinquent accounts. The on-site location will be within the Bureau of Tax Collection at Delaware Division of Revenue, 820 N. French Street, Wilmington, Delaware. DOR is authorized to establish and maintain a special fund for the purpose of contracting for the collection of delinquent State taxes and other state government accounts receivables. The contract will provide for the collection of delinquent accounts from individuals and businesses located both in-state and out-of-state. Deposits to the special fund shall be from the collections of delinquent taxes under such contract.

**Objectives**

- To maximize financial return internally prior to the enlistment of 1st referral vendors.
- To provide critical collection and support staff experience to the DOR's staff.
- To leave a long-term, positive effect on DOR's collection staff and management.
- To provide consultation as to alternative collection methods.

**Work Plan**

- **Equipment**
  - Computer Systems – The Division will provide all Vendor staff with computers and access to the Division's Integrated Tax System
  - Office Space and Furniture/Cubicles – The Division will provide office space, cubicles and office furniture and utilities.
  - Call Management Services provided by the Vendor (solution must be Pub 1075 compliant):
    - Full-time recording of all incoming and outgoing calls which can be appended to the case
    - Programmable Dialer
    - Interface which Division management may access to monitor calls and agent availability in real time
    - A suite of tools for reporting collector performance.
- The Division and vendor will outline and mutually agree upon the objectives of the program.

**Staffing Plan** – Please provide a staffing plan for this project. Include the total number of staff members broken down by position. For each position, please provide a brief job description and where they fit in the project.

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**Staff Training** - The Division will provide the vendor's training personnel with training: Training will cover:

- IRAS (Integrated Revenue Administration System)
- Reflections and/or WRQ (Legacy COBAL Tax System)
- Delaware Tax Code
- Division Rules and Regulations
- Division Policies and Procedures

The vendor will be responsible for training their staff. All vendor staff on this project will be required to perform all Division and State Security and compliance Training.

The vendor will need to work with the Division to have all staff processed through the State's and IRS' Background Check processes.

- ~~Vendor personnel will be assigned accounts based on a priority order, which will be determined by the Division of Revenue.~~

**Staff Compensation** – Please provide a detailed explanation of the Compensation Plan your firm will provide for the personnel on this project. Please include Hourly Rates and/or Salary for each position, Performance Compensation Plans, Employee Benefits (including Health Plans), and other pertinent benefits.

**Duration**

The collection agency onsite staff will use their best efforts to provide exceptional taxpayer services, superior telephone collections, flexible payment plan strategies, timely Judgement and Wage Garnishment processing and clear and effective performance reporting for the duration of time the account is assigned to them.

**Scope of Service**

- **Scope of Service**
  - a. The Division currently maintains a portfolio of delinquent tax liabilities composed of approximately 64,000 cases worth \$195 million at various stages in the collection process including active repayment. These cases include the following tax types:
    - Personal Income Tax
    - Withholding Tax
    - License and Gross Receipts Tax
    - Corporate Income Tax
    - Other State of Delaware Outstanding Accounts Receivables

Once the Vendor is selected Division Collections Management will work with the Vendor to determine which cases will be assigned to them for further collection efforts. Please provide a detailed work plan for liquidating these cases.

- b. Over the last four years the Division has assigned the following number of cases to its on-site collection vendor:

<u>Year</u>	<u># of Cases</u>	<u>Total Value of Cases</u>
2019	48,745	\$117,937,814
2020	56,277	\$155,347,536
2021	44,410	\$114,132,026
2022*	17,690	\$51,098,822

\*2022 Data is through August 31, 2022

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Please provide a detailed work plan which defines how your firm will perform collection operations for cases which include new tax liabilities of all tax types. Each of these cases will include tax liabilities which have received:

- i. If the taxpayer return posts with no adjustments – Notice of Assessment (NOA) which allows them 30 days to resolve the case; or
- ii. If the taxpayer return is adjusted, they will receive:
  - First Notice of Proposed Assessment (NOPA1) which offers them 30 days to address the liability
  - Second Notice of Assessment (NOPA2) – which offers them an additional 30 days to address the liability; and
  - Notice of Assessment (NOA) – which allows them 30 days to address the liability.The liability is then placed in a Collection Case and your staff will be assigned the case based on your assignment rules.

Your firm will receive cases with liabilities that are either 30 days old (in most cases) or 90 days old. The only collection activity performed prior to being assigned to your firm are the letters detailed above.

All new liabilities are generated based on a taxpayer filed return. Your staff will have the ability to review filed tax returns and supporting documents during the collection process as well as the history of communications with the taxpayer and their filing history. Please include a detailed explanation of how your firm will organize and prioritize caseloads to achieve the greatest level of effectiveness and performance.

- c. The vendor will be responsible for providing Taxpayer Assistance services listed below:
  - i. Responding to inquiries from taxpayers and their representatives;
  - ii. Receiving and processing correspondence;
  - iii. Making adjustments to accounts;
  - iv. Researching account histories;
  - v. Calculating liabilities;
  - vi. Reviewing settlement offers
  - vii. Receive and process Offer and Compromise

Please provide a detail explanation of how your firm will perform these services.

- d. The vendor will manage the Division’s Payment Plan operation:
  - i. Vendor will negotiate with the taxpayer to establish workable payment plans
  - ii. Vendor will review portfolio of payment plans
    - 1. Identify plans which are defaulted and re-establish them or progress to other collection activities;
    - 2. Work with taxpayers to accelerate repayment when possible.

Please provide a detail explanation of how your firm will perform this function and maximize the performance of the portfolio.

- e. The vendor will be responsible for filing for Judgements with the states three counties. Below is the total number of Judgements filed for the last four calendar years:

<u>Year</u>	<u># of Judgements Filed</u>
2019	6,642
2020	8,438

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2021	9,271
2022	2,856*

\* This data is through August 31, 2022

The Division tax administration system will generate all necessary documents for filing Judgements. Additionally, the Division utilizes File and Serve ([File & Serve Delaware \(fileandservedelaware.com\)](http://fileandservedelaware.com)) to deliver and receive Judgement documents to and from the three counties. Once the case has been entered into File and Serve all filing functions are automated. Please provide a detailed explanation of how your firm will perform this function.

- f. The vendor will be responsible for performing the Wage Garnishment process. Below is the total number of Wage Garnishments filed and processed for the last four calendar years:

<u>Year</u>	<u># of Wage Garnishments</u>
2019	7,511
2020	1,642▪
2021	1,657▪
2022	4,322*

\* This data is through August 31, 2022

▪ The Division did not process Wage Garnishments for a portion of the year due to Covid-19 policies

The vendor will:

- i. Utilize several internal resources to Identify assets (employment) additionally, the vendor will be expected to use their own resources for identifying assets (employment).
- ii. Once you have the employment information you will process the Wage Garnishment documents. Using File and Serve you will deliver the Wage Garnishment documents to the county. Once returned the Wage Garnishment Order is physically mailed to the employer. The Division expects to receive the initial payment in less than 60 days.
- iii. The vendor will be responsible for managing all Wage Garnishment cases and following up on any cases when regular payments (payments should normally be received at least monthly) are not received.

Please provide a detailed explanation of how your firm will perform the above described activities and manage the Wage Garnishment Portfolio in order to maximize its performance.

- g. The vendor will be responsible for performing the Professional and Business License Suspension and Reinstatement process.

Please provide information about your firm's experience performing license suspension and reinstatement processes.

**Pricing**

It is assumed that on-site collection and support staff will work between a 35 to 40 hour work week. This schedule may include evenings and Saturday morning hours.

The Division would like for bidders to provide the following pricing models:

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- Hourly Rate – Bidder will provide the Division with an hourly rate for each defined position on the project. Your fee should be sufficient to cover all services listed in the Scope of Service. Additionally, your fee should be sufficient to provide your on site staff with a compensation plan which will limit employee turnover.
- Contingency Fee – Bidder will provide the Division with a Contingency Fee, charged on all amounts collected, for the above services. Your fee should be sufficient to cover all services listed in the Scope of Service. Additionally, your fee should be sufficient to provide your on site staff with a compensation plan which will limit employee turnover.

### **Transition Plan**

Provide a realistic plan for the transition of services to a new vendor at the end of the contract period. Include provisions for the retention of key employees and for the orderly transition of collection cases.

### **Written Proposals**

Proposal responses will be expected to address, at a minimum, the following areas:

1. Number of offices on a national, state, or local level and the address and name of each. Also, the number of employees at each office must be included.
2. Fee schedule and payment procedures. Cost of hourly service per employee.
3. Proposers must submit with the proposals:
  - a. A narrative detailing the method by which the proposer intends to supply the Division with employees pursuant to this contract.
  - b. Criteria used to hire necessary employees to perform taxpayer services, collect debts by phone, process and file Judgements (job classification – Enforcement) and Wage Garnishments (job classification – Enforcement).
  - c. Audited financial statements from the previous two fiscal years, which also adequately portray the financial position of collection operations [if the operation is a portion of other financial services of the firm].
  - d. The basis for assurance that the proposer can meet the bonding requirements, professional performance requirements of the Federal Fair Debt Collection Practices Act and the Division's non-disclosure requirement. A copy of the latter is attached hereto as **Exhibit A**.
  - e. A statement of management standards using the ISO 9001: 2000 quality management standard as a guideline, or an equivalent Quality Management Standard.
  - f. Provide a SAS 70 Statement of auditing or equivalent.
  - g. Five references from large volume customer accounts (i.e., from customers with similar or greater number and value of cases forwarded for collection). Of the five, one (1) reference must be for an On-site First Party Collections and Customer Service project. It is preferred that one or more of said references be a large governmental account and it is additionally preferred that the governmental account be a tax accounts receivable portfolio.

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h. ACA Safe Harbor Additional Fee

**Records Inspection**

The collection agency or agencies shall maintain, for all on-site employees, records which reflect their hourly activity. The State shall have a right to inspect such records at its convenience during the term of the contract and for a period of two years after the completion or termination of a contract.

**Performance Evaluation**

The collection agency will be evaluated on a quarterly basis

**Availability**

Division of Revenue prefers a start-up date not to exceed Sixty (60) days after receipt of notice of bid award. The successful proposer or proposers must state the expected start-up date and agree to a liquidated damage clause for failure to meet the scheduled start-up date.

**Project Timeline**

This project will begin on April 1, 2023. Please confirm your commitment to meeting this project start date. Please provide your firm's plan for being able to implement this project. Include your plan for organizing your team as well as how you will:

1. How your team will ramp up all of the services to be performed (we do not expect your firm to be fully operational on April 1, 2023. We would like your realistic plan to become fully operational.)
2. Staff the on-site portion of this project
3. Work with the DOR to train your trainers (please provide your training team's resumes)

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**BID PROPOSAL FOR THE STATE OF DELAWARE**  
**Division of Revenue Collection Services**

**Attention:** Tosha Martin, Manager, Bureau of Tax Collection  
Office of Financial and Account Services  
Division of Revenue  
Carvel State Office Building – 8<sup>th</sup> Floor  
820 North French Street  
Wilmington, DE 19801

We have read the proposed agreement (a copy of which is attached and is part of our proposal), fully understand the intent of the agreement, certify that we have adequate personnel and equipment to fulfill the requirements thereof, and agree to furnish such services.

Collection team will be located on-site at Delaware Division of Revenue, 820 N. French Street, Wilmington, Delaware.

**SERVICE**

Perform: taxpayer services, telephone collections of Corporate Income Tax, Withholding Tax, Gross Receipts Taxes, Personal Income Taxes, Other (State Government Accounts Receivables), payment plan administration, Judgement and Wage Garnishment processing.

**COMPENSATION**

**Hourly Rate**

Manager Rate	_____
Supervisor Rate	_____
Clerical Support Rate	_____
Collectors Rate	_____
Problem Resolution Rate	_____
Enforcement Rate	_____

We agree to provide all Services as detailed in your Request for Proposal.

**Submitted By:**

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Signed: \_\_\_\_\_

Title:

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**Proposal responses will also be expected to address, or include the following:**

**EXECUTIVE SUMMARY/EXPERIENCE AND REPUTATION**

1. How long has your company been in business?
2. History of collection agency, key members of management/collection team, including the makeup of the collection agency and experience with government accounts and experience with collection of delinquent tax liabilities.
3. What geographic territories do you collect in?
4. A statement of your firm's background and experience in providing collection services.
5. Vendor shall provide 5 references from large volume customer accounts (i.e., from customers with similar or greater number and value of cases forwarded for collection). One reference must be for an On-site First Party Collections and Customer Service project. It is preferred that two or more of said references be a large governmental account and it is additionally preferred, that governmental accounts involve collection of delinquent tax accounts.
6. Vendor shall disclose whether it is a named party in any litigation involving the Fair Debt Collection Practices Act or Gramm-Leach Bliley Act violations within the past 36 months and include the jurisdiction, status, or outcome of such litigation. **WORK PLAN/COLLECTION EXPERTISE**
7. How many collectors do you currently employ? How many can you comfortably expand to? Please describe your requirements and procedures for hiring new collectors. Also, please detail how you will recruit new collectors in and near Wilmington, Delaware.
8. Description of training for collectors including initial training program and any ongoing training/monitoring. Description of collector compensation and incentive programs.
9. How often does Vendor provide staff training on the Fair Debt Collection Practices Act?
10. Please specify your office/collection hours. Are Saturdays and nights required?
11. Description of the normal method used to collect accounts, including specific work standards based on balance ranges, amount of debt, age of debt, and other relevant factors. Include number of both written and telephone attempts.
12. Are the collectors automated? If so, what type of system is utilized?
13. Description of automated abilities to handle accounts from placement procedures to remittance.
14. Does your agency utilize any electronic payment methods? If so, describe. What requirements and procedures are in place to ensure minimal adverse action after payment is received?
15. Detail skip tracing procedures for skip accounts, include dollar thresholds for different levels of efforts.
16. Policy or procedure on complaint handling.

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17. Proposed procedures for compromise payment (settlements); to include an outline of optimal Compromise processes with sufficient separation of duties.
19. The number of office locations, including the address of each location and the number of employees at each location.
20. Vendor shall include a narrative detailing the method by which the proposer intends to deal with the increased business this contract would bring.
21. Audited financial statements from the previous two fiscal years which also adequately portray the financial position of collection operations (if the operation is a portion of other financial services of the firm).
22. Provide a SSAE16 Statement of Auditing, or an equivalent statement.
23. A statement of management standards using the ISO 9001: 2000 quality management standard as a guideline.
24. The basis for assurance that the Vendor can meet the Divisions' bonding and insurance requirements.
25. The basis for assurance that the Vendor will comply with the Division's non-disclosure requirement (see attachment 12 which is attached), and IRS Publication 1075.
26. A narrative as to how the proposer will be able to electronically exchange demographic and financial information.
27. Vendor shall indicate how soon after contract award the Division can expect Vendor to begin collection activity on Division collection accounts.

**PRICING/FEES**

28. It is expected that the pricing/fees is guaranteed and fixed for the duration of the contract period. Vendor is required to submit a pricing proposal based on a contingency fee and an alternative pricing proposal based on a fee-for-service model.

**OTHER REQUIREMENTS**

29. One (1) complete, signed, and notarized copy of the non-collusion agreement (See **Attachment 2**). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** . All other copies may have reproduced or copied signatures – Form must be included.
30. One (1) completed RFP Exception form (See **Attachment 3**) – please check box if no information – Form must be included.
31. One (1) completed Confidentiality Form (See **Attachment 4**) – please check if no information is deemed confidential – Form must be included.
32. One (1) completed Business Reference form (See **Attachment 5**) – please provide references other than State of Delaware contacts – Form must be included.

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

**OPTIONAL: Information which the Vendor desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.**