



STATE OF DELAWARE
DEPARTMENT OF STATE
Secretary of State Voluntary Disclosure Agreement Program

October 24, 2022

ISSUED BY: Kim Micha
VDA Administrator
302-577-5074

SUBJECT: **AWARD NOTICE**
CONTRACT NO. STA-22101-VDA
PROFESSIONAL SERVICES AGREEMENT for Department of State Unclaimed
Property Voluntary Disclosure Agreement Consulting Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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KDAC, LLC

The term of the initial contract shall be from October 3, 2022 through October 3, 2024. The Contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Delaware. Delaware reserves the right to extend this Agreement on a month-to-month basis for a period of up to three months after the full term of this Agreement.

Faegre Drinker Biddle & Reath LLP

The term of the initial contract shall be from October 17, 2022 through October 17, 2024. The Contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Delaware. Delaware reserves the right to extend this Agreement on a month-to-month basis for a period of up to three months after the full term of this Agreement.

Barnes & Thornburg LLP

The term of the initial contract shall be from October 20, 2022 through October 20, 2024. The Contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Delaware. Delaware reserves the right to extend this Agreement on a month-to-month basis for a period of up to three months after the full term of this Agreement.

2. VENDORS

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Faegre Drinker Biddle & Reath LLP 222 Delaware Avenue, Suite 1410 Wilmington, DE 19801 Contact: Geoffrey A. Sawyer III Phone: 302-467-4230 Email: Geoffrey.Sawyer@dbr.com	KDAC, LLC 301 McCurdy Road, New Boston NH 03070 Primary Contact Name: Cheryl Kennedy Phone: 508-450-8396 Email: ckennedy@kdacllc.com
Barnes & Thornburg LLP 222 Delaware Avenue, Suite 1200, Wilmington, DE 19801 Primary Contact Name: Stephen Herst Phone: (302) 300-3446 Email: Stephen.Herst@btlaw.com	

3. SHIPPING TERMS

N/A

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4. DELIVERY AND PICKUP

N/A

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5. PRICING

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Prices will remain firm for the term of the contract year.

KDAC, LLC

KDAC, LLC	
Title	Hourly Rate
Partner	495.00
Senior Manager	415.00
Manager	350.00
Senior Staff	250.00
Staff	175.00

Any expenses related to travel shall be pre-approved by Delaware and will be in accordance with the State's travel and billing procedures. Maximum out-of-pocket travel expenses for any fiscal year will not exceed \$12,500. The first fiscal year for purposes of such expenses is to commence on the date this Agreement is executed.

Faegre Drinker Biddle & Reath LLP

Faegre Drinker Biddle & Reath LLP	
Title	Hourly Rate
Partner	513.00
Counsel	500.00
Managing Director	439.00
Senior Director	398.00
Director	365.00
Senior Manager	341.00
Manager	270.00
Senior Analyst	254.00
Analyst II	175.00
Analyst I	145.00

WIPFLI	
Title	Hourly Rate
Partner/Director	440.00
Senior Manager	340.00
Manager	265.00
Senior Accountant	210.00
Staff	135.00
Intern	110.00

No costs or fees will be billed by Vendor for Vendor's consultation with the Delaware Department of Justice or any duplicate costs or fees billed for any documents Vendor creates and then produces to Delaware per Delaware's request.

Any expenses related to travel shall be pre-approved by Delaware and will be in accordance with the State's travel and billing procedures. Maximum out-of-pocket travel expenses for any fiscal year will not exceed \$12,500. The first fiscal year for purposes of such expenses is to commence on the date this Agreement is executed.

Barnes & Thornburg LLP

Barnes & Thornburg LLP	
Title	Hourly Rate
Partner	513.00
Counsel	475.00
Senior Director, Accounting	460.00
Director, Accounting	380.00
Senior Associate	378.00
Associate	331.00
Senior Manager, Accounting	320.00
Junior Associate	254.00
Manager, Accounting	284.00
Paralegal	240.00
Supervisor, Accounting	221.00
Staff, Accounting	140.00

Any expenses related to travel shall be pre-approved by Delaware and will be in accordance with the State's travel and billing procedures. Maximum out-of-pocket travel expenses for any fiscal year will not exceed \$12,500. The first fiscal year for purposes of such expenses is to commence on the date this Agreement is executed.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING (same for all vendors)

No charges/expenses other than as specified in the proposal shall be allowed without the written consent of the State.

The rate per hour per each level of personnel working on the engagement must be identified along with an estimate of any anticipated expenses

Invoices are to be issued monthly based on the hours of worked/incurred during the month. Invoice periods should not cross over into other months. Expenses should only be included in the respective month's invoices. Copies of ALL applicable receipts for expenses must be included with the invoice. *Expenses will be reimbursed in conjunction with the State's reimbursement policy for state employees. Vendors are expected to be familiar with the policy and should provide support to document that the expense(s) falls within the State's reimbursement policy (e.g., support for the hotel room rate). Expenses outside of the State's reimbursement policy will not be paid unless previously approved in writing by DOS. Any approval needs to be attached to the invoice as support for the payment.*

The invoice for each month must include the following:

- Name of engagement entity/engagement;
- Total invoice amount – along with subtotal for fees and expenses;
- Period of time that the invoice covers which should be documented with a beginning and end date of the invoice period (e.g., January 1, 2023 to January 31, 2023). Invoices are to be

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issued on a monthly basis;

- Attestation from the engagement partner(s) that the hours reported are actual hours worked as indicated by staff level and category;
- Attestation from the engagement partner(s) that the expenses fall within the scope of agreed upon services and are billed according to the state employee reimbursement policy;
- Summary schedule with a breakdown of each engagement team member hours for the period with the rate per hour and total invoiced for each engagement team member;
- Detail schedule with actual hours for each person for each day by task. Each entry for hours incurred should include a description of the work performed along with: name of holder, name of document reviewed, persons met with and/or called and/or communicated with, emails or other documents prepared, and/or meetings attended. When warranted, if clarification is needed, additional information may be requested to elaborate on the services performed related to the hours billed. To the extent that legal services are provided, the DOJ's Outside Counsel Billing Policy as denoted in Appendix A must be followed and be invoiced separately.
- It is expected that expenses will be included in the associated month's invoice. Detail associated with expenses includes the amount, description, and dates of all out-of-pocket expenses for which reimbursement is requested. The following should also be included: purpose of the expense, including name of holder and individuals who Vendor has traveled to meet. The date the expense incurred is the date of the actual expense and NOT the date the expense was processed for reimbursement by the team member. Late processing of expenses, if permitted, will need to be invoiced separately and cannot be comingled in another month's invoice. Consequently, late expenses will be billed separately as an addendum to the associated month's invoices.
- An excel spreadsheet detailing the team member, hours worked and description are to be provided along with the hard copy of the invoice for Vendor employees and for any sub-contractors working on the engagement.
- Invoices are to be issued within 30 days after the end of the month along with any associated expenses.

Firms **must** submit all invoices in electronic pdf format for DOS approval. The invoices can be sent via email along with the associated excel schedules. Any additional work outside the contract or for additional fees related to the contract is not permitted without the DOS' knowledge and written approval.

Firms are **not** to advance bill for work not yet performed. DOS reserves the right to audit the firm's timekeeping records to ensure billing is appropriate and done after-the-fact.

7. PAYMENT

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number STA-22101-VDA on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

9. HOLD HARMLESS

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The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

10. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

11. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

12. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.