



**State of Delaware
Office of the State Bank Commissioner**

Request for Proposal for Professional Services

for

**SHORT-TERM CONSUMER LOAN DATABASE
AND DATABASE-RELATED SERVICES**

June 12, 2026

by

**State of Delaware
Office of the State Bank Commissioner
1110 Forrest Avenue
Dover, Delaware 19904**

Bid Number: STA263185-LOANDATAB

Bid Closing: Thursday, July 9, 2026

Proposal Submission Deadline: Thursday, July 9, 2026 at 4:00 PM (EDT)

CONTENTS:

Section 1. INTRODUCTION AND OVERVIEW

Section 2. SCOPE OF SERVICES

Section 3. REQUIRED INFORMATION

Section 4. RFP ADMINISTRATIVE INFORMATION (ISSUANCE, BIDS, EVALUATION)

Section 5. CONTRACT TERMS AND CONDITIONS

Section 6. RFP MISCELLANEOUS INFORMATION

Section 7. ATTACHMENTS

SECTION 1. INTRODUCTION AND OVERVIEW

1.1 The State of Delaware, Office of State Bank Commissioner (“OSBC”), pursuant to Title 5 of the Delaware Code, oversees and regulates the various banks, credit unions and financial services companies conducting business in the State of Delaware that have been chartered or licensed by the OSBC. These regulated entities include licensed lenders who make “short-term consumer loans” to consumers as defined in Sections 2227 and 2235A of Title 5 of the Delaware Code. OSBC seeks professional services from a qualified vendor (“Vendor”) to provide and perform professional services as described in this Request for Proposal (“RFP”), which is issued pursuant to 29 *Del. C.* §§ 6981 and 6982. Specifically, the OSBC seeks professional services from a qualified Vendor to provide and maintain a short-term consumer loan database as required by Section 2235B of Title 5 of the Delaware Code and to perform related professional services as described in Section 2.2 of this RFP.

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

Public Notice of the RFP	Date: Friday, June 12, 2026
Deadline for Questions	Date: Thursday, June 25, 2026
Response to Questions Posted by:	Date: Monday, June 29, 2026
Deadline for Receipt of Proposals	Date: Thursday, July 9, 2026 at 4:00 PM (EDT)
Estimated Notification of Award	Date: TBD

1.2 Each Proposal must be accompanied by a transmittal letter that briefly summarizes the 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 that the Vendor may have taken in presenting the Proposal. Vendor's exceptions must also be recorded on Attachment 2.

1.3 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 should refer to the Delaware Department of Technology and Information identified terms and conditions included as Attachment 6 of this RFP.

1.4 A mandatory pre-bid meeting has not been established for this RFP and is not required.

1.5. Designated Contact; Submission of Written Questions. This RFP process will be managed by the State of Delaware Office of the State Bank Commissioner, c/o Deputy Bank Commissioner Christopher L. Hall (the "Designated Contact"); Address: 1110 Forrest Drive, Dover, Delaware 19904; Email: bankcommissioner@delaware.gov.

All written questions concerning this RFP shall be submitted to the Designated Contact listed above via email on or before the date and time stated above in Section 1.1. Questions should be directly tied to the RFP and asked in consecutive order from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number, heading and section number to which it relates. Questions that deviate from this format may be rejected by OSBC, in its discretion. OSBC will provide written responses to questions from prospective Vendors on or before the date and time stated above in Section 1.1. Responses will be posted publicly and will be available at <https://bids.delaware.gov>.

SECTION 2. SCOPE OF SERVICES REQUIRED

2.1 Definitions

All terms used in this RFP shall have meanings consistent with the provisions of 5 *Del. C.* Ch. 22, Subchapter III unless otherwise specifically defined, or unless another intention clearly appears, or unless the context requires a different meaning:

1. "Commissioner" means the State of Delaware Bank Commissioner.
2. "Database" means the database described by 5 *Del. C.* § 2235B.
3. "Licensee" means a lender that is licensed by the Commissioner and provides Short-Term Consumer Loans under 5 *Del. C.* § 2235A.
4. "Short-Term Consumer Loan" means any single extension of closed-end credit of \$1,000 or less made to an individual borrower that charges interest and/or fees for which the

stated repayment period is less than 60 days and is not secured by title to a motor vehicle. This term includes an extension of an outstanding and unpaid indebtedness beyond the stated repayment period solely on the basis of the payment of a fee without approval of a new loan application and a refinancing.

2.2 Description of Services

On June 27, 2012, the State of Delaware enacted 78 Del. Laws Ch. 278 (“the Act”). See Appendix “A” attached. The Act amended existing §§ 2227 and 2235A of Title 5 of the Delaware Code and also added §§ 2235B and 2235C to that Title, effective January 1, 2013. No provision of the Act has been subsequently amended by the State of Delaware.

The Act limited to five the number of short-term consumer loans (sometimes called payday loans) that any one borrower may obtain in a twelve-month period and changed the definition of short-term consumer loan to include loans up to \$1,000 rather than \$500.

The Act further provided in 5 *Del. C.* § 2235B for the establishment of a database (the “Database”) to track the number of short-term consumer loans that an individual obtains in a twelve-month period, and in 5 *Del. C.* § 2235C, it directed the State Bank Commissioner to provide to the Delaware General Assembly a yearly report on the prevalence and nature of these payday loans. This RFP seeks proposals from qualified vendors to develop and implement the Database required by § 2235B with the report generating capabilities required by 5 *Del. C.* § 2235C.

Vendor, in exchange for compensation, in part, through per transaction fees paid by Licensees through the Commissioner pursuant to 5 *Del. C.* § 2235B(e)(4) and as scheduled by the Commissioner, shall provide the following as a complete and comprehensive Database with report generating capabilities to meet the requirements of the Act and the needs of the Commissioner as set forth herein:

2.2.1. Implement, customize (as required) and maintain a Database that shall be accessible by all Licensees and the Commissioner on a real-time basis via the Internet.

2.2.2. Provide an option for the Database to interface directly with each Licensee’s point-of-sale system.

2.2.3. Capture historical loan data from the Licensees.

2.2.4. Accept an initial file and periodic updates generated by the Commissioner’s computer system to populate the Database with Licensees’ identifying information (name, address, control number, etc.) in a format acceptable to both parties.

2.2.5. Take all actions necessary to ensure and protect the confidentiality and security of the information contained in the Database and to ensure the maximum availability and reliability of the Database to support business operations, including:

- a. Allowing a Licensee to correct promptly any incorrect data entered into the Database that was previously submitted;
- b. Establishing and maintaining a process for responding to transaction verification requests from a Licensee in the event the Database is inaccessible due to technical difficulties;
- c. Taking reasonable measures to prevent identity theft;
- d. Providing accurate and secure receipt, transmission and storage of borrower data;
- e. Deleting identifying borrower information from the Database on a regular and routine basis at any designated period after a Short-Term Consumer Loan is paid off;
- f. Retaining, archiving, and deleting information entered or stored in the Database under standards set by the Commissioner; and
- g. Providing the Commissioner or the Commissioner's designee complete access to the Database.

2.2.6. Collect Short-Term Consumer Loan transaction data for all such loans subject to 5 Del. C. § 2235A. It is preferred that all information indicated below (a. through pp.) be collected, however, at a minimum, the Database shall collect the information indicated as required (a. through t.). Additionally, based on future legislative changes or rulemaking associated with 5 Del. C. §§ 2235A, 2235B and 2235C, other data elements may need to be collected by the Database along with additional requirements to be performed by the vendor for the dates specified in the legislative changes or rulemaking. Such changes may be communicated by the Commissioner to the vendor prior to award of the contract (if any) or to the vendor after award of the contract (if any).

Required Information to be Collected and Stored in the Database:

- a. Licensee's name and license number;
- b. Licensee's office location;

- c. Borrower's first and last name;
- d. Borrower's address;
- e. Borrower's social security or employment authorization number;
- f. Borrower's gross monthly income;
- g. The amount of the Short-Term Consumer Loan transaction;
- h. The annual percentage rate of the Short-Term Consumer Loan transaction as computed under the federal Truth in Lending Act;
- i. The date of the Short-Term Consumer Loan transaction;
- j. The anticipated date that the Short-Term Consumer Loan transaction will be paid off;
- k. The date that a Short-Term Consumer Loan transaction is paid in full, or is otherwise satisfied;
- l. The date that a Short-Term Consumer Loan transaction defaults and the amount of that default;
- m. Whether a potential borrower is eligible for a Short-Term Consumer Loan under 5 *Del. C. § 2235A*;
- n. The specific reason(s) for ineligibility if a potential borrower is not eligible for a Short-Term Consumer Loan under 5 *Del. C. § 2235A*;
- o. Routing number and checking account number for any check securing the loan;
- p. The date funds for the Short-Term Consumer Loan transaction are disbursed;
- q. Whether the borrower is or is not a member of the military services of the United States, and whether borrower is or is not the spouse or dependent of such a servicemember;
- r. Number and purpose of inquiries made to the call center;

- s. Any other information needed for a Licensee to comply with 5 *Del. C.* § 2235A; and
- t. Any other information needed to prepare the report described in Item 16 below.

Additional Information that is Preferred to be collected and Stored in the Database:

- u. Name of the Licensee's employee entering data;
- v. Application date;
- w. Dollar (principal) amount of the Short-Term Consumer Loan;
- x. Annual Percentage Rate as computed under the federal Truth in Lending Act that is disclosed to borrower;
- y. Dollar amount of interest, and dollar amount of each type of fee charged for the Short-Term Consumer Loan;
- z. Number of days in a potential borrower's pay cycle;
- aa. Term of the Short-Term Consumer Loan;
- bb. Dollar amount of any check given to secure the Short-Term Consumer Loan;
- cc. Date of cancellation if borrower cancels the Short-Term Consumer Loan;
- dd. Dollar amount and payment date of any partial payments made prior to maturity of the Short-Term Consumer Loan;
- ee. Dollar amount of refunds made to borrower for partial prepayments of the Short-Term Consumer Loan;
- ff. Date and number of times borrower's check is presented to a financial institution for payment;
- gg. Dollar amount of returned check fees charged to borrower;
- hh. Date any legal proceedings are initiated by Licensee against borrower for non-payment;

- ii. If a judgment is obtained against the borrower, the dollar amount of court costs and attorney fees collected from borrower;
- jj. Dollar amount recovered through judgment;
- kk. If the Short-Term Consumer Loan is charged off, the dollar amount charged off;
- ll. Source of repayment (employment vs. Social Security);
- mm. Loan number for the Short-Term Consumer Loan;
- nn. Total finance charges for the Short-Term Consumer Loan;
- oo. Time/date stamps for when data is entered by Licensee; and
- pp. Whether any consumer contacted Database vendor regarding ineligibility.

2.2.7. Limit Database access in accordance with the provisions of 5 *Del. C.* §§ 2235A, 2235B and 2235C and the regulations promulgated by the Commissioner.

2.2.8. Record in the Database the date, time, source (borrower or Licensee), and purpose of all inquiries to the call center.

2.2.9. Track all Short-Term Consumer Loan activity in the State of Delaware.

2.2.10. Operate a call center with a toll-free telephone number for the following purposes:

- a. To advise borrowers of the reason for their ineligibility as reported by the Licensee;
- b. To assist in resolving problems relating to denial of eligibility;
- c. To assist in resolving disputes between borrowers or potential borrowers and Licensees, and
- d. To certify eligibility of potential borrowers and/or to input loan data when the Licensees are unable to access the Database.

2.2.11. Refer consumer complaints outside the scope of Items 10.a, 10.b, and 10.c above to a specific contact person within the Commissioner's office.

2.2.12. Advise each Licensee:

- a. Whether a potential borrower has an outstanding Short-Term Consumer Loan;

- b. The total number of Short-Term Consumer Loans a potential borrower has outstanding;
- c. Whether a potential borrower is eligible for a Short-Term Consumer Loan in accordance with all provisions of 5 *Del. C.* § 2235A;
- d. Whether the terms of a proposed Short-Term Consumer Loan comply with the provisions of 5 *Del. C.* § 2235A; and
- e. Any other information necessary to comply with 5 *Del. C.* Ch. 22.

2.2.13. Develop detailed reports, visible and downloadable, through the Internet Database on Short-Term Consumer Loan activity of Licensees, to assist with policy considerations by the Delaware General Assembly, to support any necessary enforcement actions, and to support the examination, supervision, and regulation of the Licensees by the Commissioner.

2.2.14. When first learned, direct any complaints regarding misuse of the Database by Licensees to a point-of-contact in the Commissioner's office.

2.2.15. Submit to the Commissioner no later than February 28 of each year a report that contains the following information as of December 31 of the previous year:

- a. The total number and dollar amount of Short-Term Consumer Loan transactions;
- b. The total number of individual borrowers who entered into Short-Term Consumer Loan transactions along with their gross monthly income;
- c. The minimum, maximum, and average amount of Short-Term Consumer Loan transactions;
- d. The minimum, maximum, and average annual percentage rate of Short-Term Consumer Loans;
- e. The average number of days a Short-Term Consumer Loan is outstanding;
- f. The number of borrowers entering into each permissible number of Short-Term Consumer Loans, one transaction to five transactions;
- g. The default rate on Short-Term Consumer Loans; and

- h. Any other information requested by the Commissioner on or before January 20 of the year that the report is due.

2.2.16. Provide training to Licensees and the Commissioner's staff.

2.2.17. Develop and provide an appropriate training plan that includes Licensees and the Commissioner's staff and submit that plan to the Commissioner for review and approval prior to performing training services.

2.1.18. Develop a disaster recovery plan with respect to the operation of the Database and the preservation and security of the data maintained on the Database, and submit that plan to the Commissioner for review and approval **NO LATER THAN OCTOBER 16, 2026.**

2.2.19. Provide appropriate Database and user documentation.

2.2.20. Upon request, provide the Commissioner with input on administrative rules relating to the use and operation of the Database.

2.2.21. Complete pre-implementation testing and implement the Database to include all requirements to ensure operability of the Database **NO LATER THAN OCTOBER 16, 2026.**

2.2.22. No later than March 1, 2027, maintain and operate the Database in conformance with Section II of the Americans with Disabilities Act ("ADA") and Level A and Level AA success criteria and conformance requirements specified in WCAG 2.1, as required pursuant to 28 CFR §35.200(b)(1), as amended by 91 FR 20902.

SECTION 3. 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 OSBC.

3.1 Minimum Requirements

3.1.1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in **Section 2. SCOPE OF SERVICES REQUIRED** above. Prior to the execution of a contract, the successful Vendor shall either furnish OSBC with proof of State of Delaware Business Licensure or initiate the process of application where required.

3.1.2. Vendor shall provide timely and complete responses to this RFP scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

3.1.3. Vendor shall complete all appropriate appendices, attachments and forms as identified within this RFP.

3.1.4. Proof of insurance and amount of insurance shall be furnished to OSBC prior to the start of the contract period and shall be no less than as identified in this RFP in Section 5.14 (Insurance).

3.1.5. Experience and demonstrated ability. The Vendor must meet all of the following in order to qualify for submitting a proposal in response to this RFP:

1) For a period of at least one (1) year immediately prior to this RFP, the successful implementation and continual operation of at least one (1) governmental entity's internet-based database that is accessible on a real time basis by authorized entities.

2) Business operations for a minimum of five years.

3.2 General Evaluation Requirements

3.2.1. Conformance of vendor's proposal to each of the technical functions described in this RFP at Section 2.2.1 through 2.2.9 and Section 2.2.20 above.

3.2.2. Experience, expertise, capacity and financial strength of vendor. (Complete Appendix B attached.

3.2.3. Conformance of Vendor's proposal to each of the product support and customer service requirements described in this RFP at Section 2.2.10 through 19 above.

SECTION 4. RFP ADMINISTRATIVE INFORMATION (ISSUANCE, BIDS, EVALUATION)

4.1 RFP ISSUANCE.

4.1.1. Public Notice. Public announcement of this RFP has been made in accordance with 29 *Del. C.* § 6981.

4.1.2 RFP Not an Offer. This RFP does not constitute an offer by OSBC or the State of Delaware. OSBC reserves the right to cancel this RFP or modify the above RFP dates or deadlines at any time, and for any reason.

4.1.3. Copies of the RFP. Copies of this RFP are available in electronic form only and is accessible via the State of Delaware's Procurement website at <https://mmp.delaware.gov/> by searching in the "Bids" section under this RFP number. Paper copies of this RFP will not be provided by OSBC or otherwise available unless printed from this website.

4.1.4. 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 in Section 1.5 of this RFP no later than ten days prior to the deadline for receipt of proposals.

4.1.5. RFP Designated Contact. All requests, questions, or other communications about this RFP shall be made in writing to OSBC's Designated Contact (see Section 1.5 above). All such requests, questions or other communication must be submitted electronically to the following email address: BankCommissioner@delaware.gov.

4.1.6. Consultants and Legal Counsel. OSBC may retain consultants or legal counsel to assist in the review and evaluation of responses to this RFP. Vendors shall not contact the OSBC's consultant or legal counsel on any matter related to the RFP. Such contact may also result in the elimination of the Vendor's Proposal from further consideration and award.

4.1.7. Contact with State Employees. Direct contact with State employees other than the Designated Contacts regarding this RFP is expressly prohibited without prior written consent from the primary Designated Contact. Vendors who directly contact a State employee in violation of this provision may be disqualified from participation in the RFP process. Exceptions exist only for Vendors currently doing business with the State who require contact with State employees in the ordinary course of business.

4.1.8. 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.

4.1.9. Exclusions. OSBC reserves the right to refuse to consider any proposal from a Vendor who itself or its officers or staff:

4.1.9. a) Has been convicted of 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;

4.1.9. 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:

4.1.9. c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statute;

4.1.9. d) Has violated contract provisions such as:

aa. Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

bb. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

4.1.9. e) Has violated ethical standards set out in law or regulation; and

4.1.h. f) Any other cause determined by OBSC of the State of Delaware to be serious and compelling as to affect responsibility as a State Vendor, including suspension or debarment by another governmental entity

4.2 RFP SUBMISSION

4.2.1. 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, requirements, and specifications.

4.2.2. Proposals. To be considered, all Proposals must be sealed and submitted in writing and must respond to the items outlined in this RFP. OSBC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted in hard (paper) copy, along with three (3) paper copies and one (1) electronic copy on CD or DVD media, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP response.

All properly sealed and marked proposals must be received no later than **4:00 PM (Eastern Daylight Savings Time) on July 9, 2026** (as stated in Section 1.1 of this RFP) at the following location:

**Office of the State Bank Commissioner
c/o Christopher L. Hall, Deputy Bank Commissioner
1110 Forest Avenue
Dover, DE 19904**

Proposals may be delivered by Express Delivery (e.g. FedEx, UPS), U.S. Mail, or by hand. **VENDOR WILL BEAR THE RISK OF DELAYS IN DELIVERY. Vendor must clearly print “PROPOSAL ENCLOSED” and “CONTRACT NO. STA263185-LOANDATAB” on the outside of the bid submission package. TO ENSURE VENDOR’S COMPLIANCE WITH THE SUBMISSION DEADLINE, ALL PROPOSALS SHALL BE DATE AND TIME STAMPED UPON RECEIPT.**

Any proposal received after the Deadline for Receipt of Proposals set forth in Section 1.1 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 a Vendor’s Proposal, the 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

4.2.3. Late Proposals. Proposals received after the specified date and time set forth in Section 1.1 of this RFP will not be accepted, opened, 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.

4.2.4. Proposal Modification. 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 in Section 1.1.

4.2.5. Proposal Costs and Expenses. There is no expressed or implied obligation for OSBC to reimburse Firms for any costs or expenses incurred in preparing Proposals in response to this request, and OSBC will not pay any costs or expenses incurred by any Firm associated with any aspect of responding to this RFP, including Proposal preparation, printing, delivery, or the negotiation process. Additionally, no indirect reimbursements (e.g., in the form of credits or reductions to any agreed upon compensation) will be made to any Firm by OSBC for any such costs or expenses.

4.2.6. Proposal Expiration Date. Prices quoted in the proposal shall remain fixed and binding on the bidder at least through January 31, 2027. The OSBC reserves the right to ask for an extension of time if needed.

4.2.7. Proposal Opening. OSBC will not conduct a public opening of Proposals, which will be opened only in the presence of OSBC personnel. OSBC will maintain a public log with the names of all Vendors that submitted proposals. Unless required by applicable law, the contents of any proposal shall not be disclosed prior to contract award.

4.2.8. Non-Conforming Proposals. Non-conforming proposals will not be considered, defined as those not meeting the requirements of this RFP will not be considered. OSBC, in its sole discretion, shall determine whether a Proposal confirms to the requirements of this RFP.

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

4.2.10. 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.

4.2.11. 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 a Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor shall seek clarification from OSBC'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 discrepancies, omissions, or unclear or ambiguous language will be disallowed if the same have not been timely raised in and preserved through the question and answer process below.

4.2.12. State's Right to Reject Proposal. 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.

4.2.13. State's Right to Cancel Solicitation. The RFP is not an offer and 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.

4.2.14. Notification of Withdrawal of Proposal. A vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State prior to the proposal due date in order to be considered further. Proposals become the property of the OSBC at the proposal submission deadline. All proposals received are considered firm offers at that time

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

4.2.16. Sub-Contracting. Subcontracting is not permitted without OSBC's prior written consent. Any Vendor that submits a proposal contemplating the use of independent contractors or a subcontractor shall identify the purpose for such use, as well as the scope of work and other terms for any such arrangement. All independent contractors and subcontractors must agree in writing to be bound by the terms of the PSA and other.

4.2.17. Confidentiality of Documents. The State of Delaware and its constituent agencies (including OSBC) 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 OSBC 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 OSBC will open the envelope to determine whether the procedure described above has been followed. A Vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any Vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included in a proposal may enter the public domain.

4.2.18. RFP Questions and Answer Process. OSBC will allow written requests for clarification of the RFP. All questions must be submitted to the OSBC Designated Contract (see Section 1.5 above) and must be received no later than June 25, 2026. All questions will be consolidated into a single set of responses and posted on the State's website at bids.delaware.gov by June 29, 2026. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

- Section number
- Paragraph (or subsection) number
- Page number
- Text of passage being questioned

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

4.2.19. Exceptions to the RFP. Any exceptions to the RFP, or the terms and conditions, must be recorded on Attachment 2 to this RFP and submitted with a proposal by the Proposal Deadline.. Acceptance of exceptions is within the sole discretion of the OSBC. Vendors that fail to timely and otherwise adequately preserve and assert exceptions shall be deemed to have waived all such exceptions and related arguments. The State has discretion with respect to the acceptance or rejection of exceptions.

4.2.20. Business References. Provide at least four (4) business references consisting of two (2) current and two (2) previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

4.2.21. Award of Contract. The final award of a contract is subject to approval by the OSBC. The OSBC has the sole right to select the successful vendor(s) for award, 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. The lowest bid is not the deciding or the most significant factor in awarding professional services contracts.

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

4.2.22. RFP Award Notifications. After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the SEBC may award the contract.

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

It should be explicitly noted that the OSBC 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 OSBC and the State of Delaware. The award is subject to the appropriate State of Delaware approvals, including the State Bank Commissioner and the State of Delaware.

Following OSBC's decision upon review of timely received proposals, the Vendor will be invited by OSBC to negotiate a contract; remaining Vendors will be notified in writing of their selection status.

4.2.23 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.

4.2.24 Non-Collusion Statement. A Non-Collusion Statement is attached to this RFP as Attachment 2, and must be completed, signed by an authorized representative of the Firm, and included in the Minimum Requirements Section of the Proposal.

4.2.26. 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.

4.3 RFP EVALUATION PROCESS

An evaluation team composed of representatives of OSBC 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.

4.3.1. Proposal Evaluation Team. The Proposal Evaluation Team shall be comprised of representatives of the OSBC. 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.

4.3.2. 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 OSBC 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 Vendor 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.

As stated above, no Proposal will move forward for full technical review and scoring unless the minimum requirements, as outlined throughout this RFP, are fully addressed. OSBC will notify the Vendor if the Vendor's Proposal did not meet the minimum requirements.

The Evaluation Team reserves the right to:

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

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

Criteria	Weight
TECHNICAL FUNCTIONALITY	100 pts.
EXPERIENCE, EXPERTISE, CAPACITY & FINANCIAL STRENGTH	60 pts.
PRODUCT SUPPORT & CUSTOMER SERVICE	40 pts.
Total	200 pts.

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

4.3.5. 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.

4.3.6. 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 OSBC 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 OSBC will pay travel costs only for State of Delaware personnel for these visits.

4.3.7. Oral Presentations. After initial scoring and a determination that Vendor(s) are qualified to perform the required services, selected Vendors, at the sole discretion of OBSC, 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 a Vendor's costs associated with participation in oral discussions and system demonstrations conducted for the OSBC are the Vendor's responsibility.

5. CONTRACT TERMS AND CONDITIONS

5.1 Contract Use by Other Agencies. In accordance with 29 *Del. C.* § 6904(e), 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.

5.2 Cooperative Use of Award. As a publicly competed contract awarded in compliance with Chapter 69 of Title 29 of the Delaware Code, 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).

5.3 General Information.

5.3.1 The contract period is for two (2) years, with two (2) optional extensions, to be exercised at OSBC's sole discretion, for a period of two (2) years for each extension, subject to the satisfactory negotiation of terms (including a cost acceptable to both OSBC and the Selected Vendor) and the annual availability of an availability of an appropriation

by the General Assembly. OSBC is under no express or implied obligation, legal or otherwise, to extend the Contract.

5.3.2 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.

5.3.3 The selected Vendor will be expected to promptly enter into negotiation with OSBC that will result in a formal written agreement with OSBC. OSBC 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 OSBC. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements. This RFP and the Selected Vendor's response to this RFP will be incorporated as part of any formal Contract.

5.3.4 The State of Delaware's standard contract may 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.

5.3.5 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 Division of Accounting within 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.

5.3.6 If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

5.3.7 The OSBC reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

5.3.8 Vendors are not restricted from offering lower pricing at any time during the contract term

5.4 Collusion or Fraud. Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void. By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation. Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5.5 Lobbying and Gratuities. Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

5.6 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.

5.7. Independent Contractors. The OSBC and Vendor shall be independent contractors to one another under the contract, and nothing herein shall be deemed to cause the contract 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 Vendor's services.

5.8 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.

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

5.10 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.

5.11 Licenses and Permits. In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2101.

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

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

5.12 Notice. Any notice to the OSBC required under the contract shall be sent by registered mail and email to:

Office of the State Bank Commissioner
ATTN: Christopher L. Hall, Deputy Bank Commissioner
1110 Forest Avenue
Dover, DE 19904
bankcommissioner@delaware.gov

5.13. 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, the OSBC, their 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 OSBC and State of Delaware, OSBC or 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 and OSBC against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful. If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively ""Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either: (1) Procure the right for the OSBC to continue using the Product(s); (2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or (3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the OSBC agrees to and accepts in writing.

5.14. Insurance

- a) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Vendor in their negligent performance under this contract.
- b) The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Vendor is an independent contractor and is not an employee of the State of Delaware.
- c) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

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

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

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

- (a) \$1,000,000 combined single limit each accident, for bodily injury;
- (b) \$250,000 for property damage to others;
- (c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
- (d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and

(e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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

(1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate

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

(3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

f) Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows: State of Delaware Office of the State Bank Commissioner, Contract No: STA263185-LOANDATAB, 1110 Forrest Avenue, Dover, DE 19904.

g) Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

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

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

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

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

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

5.15 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.

5.16 Bid Bond. There is no Bid Bond Requirement.

5.17 Performance Bond. There is no Performance Bond requirement.

5.18 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.

5.19 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.

5.20 Costs and Payment Schedules. All contract costs must be detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of OSBC. The proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay.

OSBC will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. OSBC may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

5.21 Liquidated Damages. OSBC may include in the final contract liquidated damages provisions for non-performance.

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

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

5.23 Remedies. Except as otherwise provided in this RFP, 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.

5.24 Termination of Contract. The contract resulting from this RFP may be terminated as follows by the OSBC.

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 OSBC 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 OSBC, 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 OSBC.

On receipt of the contract cancellation notice from OSBC, 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 OSBC provides a written acceptance of the vendor response. If the OSBC does accept the Vendor's method and/or action plan to correct the identified deficiencies, the OSBC will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the OSBC's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the OSBC may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b) **Termination for Convenience.** OSBC 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 work and related other materials shall, at the option of OSBC, 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. Vendor shall not be entitled to any further compensation, damages or claims arising from the termination of this contract under this subsection..

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.

5.25 Non-discrimination. In performing the services subject to this RFP, the Vendor, as set forth in 19 *Del. C.* § 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 (including pregnancy), sexual orientation, gender identity, or national origin or housing status. The selected 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. The Selected Vendor shall establish and maintain a written sexual harassment policy that addresses not only the Selected Vendor's employees but also employees of the OSBC. The Selection Vendor shall inform its employees of the policy,

which much contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

5.26 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.

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

5.28. Vendor Responsibility. OSBC 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 the OSBC, at its sole discretion.

5.29 Personnel, Equipment and Services.

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of OSBC. 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 OSBC.

5.30 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.

5.31 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 the contract Vendor. 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. An 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.

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

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

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

5.33 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.

5.34 Applicable Law. The laws of the State of Delaware shall apply, except where Federal Law has precedence. The Selected Vendor shall consent to exclusive jurisdiction and venue in the State of Delaware, and agrees that any litigation relating to the Contract must be filed and litigated in a court 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 thereunder 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 Vendor fails to comply with (a) through (e) of this Section 5.34, OSBC reserves the right to disregard the proposal, terminate the contract, and/or consider the Vendor in default.

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

5.35 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 27 STATE OF DELAWARE Department of Finance 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.

5.36 Scope of Agreement. If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

5.37 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.

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

5.39 IRS 1075 Publication (If Applicable)

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

- (1) All work will be performed under the supervision of the Vendor.
- (2) The Vendor and Vendor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Vendor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and

shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the Vendor or the Vendor's officers or employees authorized is prohibited.

- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The Vendor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the Vendor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Vendor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the Vendor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Vendor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the Vendor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the Vendor, and the subcontractor shall assume toward the Vendor all the same obligations, duties and responsibilities which the Vendor assumes toward the agency under this contract.

- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the Vendor hereunder by the same terms and conditions by which the Vendor is bound and obligated to the agency under this contract.
- (12) For purposes of this contract, the term "Vendor" includes any officer or employee of the Vendor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the Vendor fails to meet the terms of FTI safeguards described herein.

II. Criminal/Civil Sanctions

- (1) Each officer or employee of a Vendor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- (2) Each officer or employee of a Vendor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a Vendor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (4) Additionally, it is incumbent upon the Vendor 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 Vendors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Vendor, 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.
- (5) Granting a Vendor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A Vendor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a Vendor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the Vendor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. Inspection.

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

5.40 State of Delaware Technology and Information Requirements

Standard Practices:

The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services it furnishes to the OSBC and the State of Delaware. The Vendor shall follow practices consistent with generally accepted professional and technical policies and standards.

The State of Delaware is taking a very deliberate approach to cloud-based engagements because of concerns around the protection of our data, access control, and the lack of mature standards in the industry. It is for this reason that the State of Delaware Department of Technology and Information (“DTI”) and other State of Delaware agencies are requesting an explicit review of DTI’s *Terms and Conditions Governing Cloud Services and Data Usage Policy* and DTI’s *Terms and Conditions Governing Clouds Services and Data Usage Agreement*, including an item-by-item acknowledgement from the Vendor for those solutions involving any non-public data. These DTI documents can be found at <https://dti.delaware.gov/technology-services/standards-and-policies/>. In addition, copies of DTI’s *Terms and Conditions Governing Cloud Services and Data Usage Policy* and DTI’s *Terms and Conditions Governing Clouds Services and Data Usage Agreement* are included and incorporated into this RFP as Attachment 6.

5.41. Mandatory Documentation upon Award of Contract.

- a) The successful Vendor must include a network diagram of the user’s interaction with the solution and any interfaces between the solution and the State needs to be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.
- b) The successful Vendor must include a list of software that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The offeror will include a list of browsers and versions that are officially supported.
- c) The successful Vendor must include a list of any 3rd party authentication solutions or protocols that they support.
- d) The successful Vendor must describe any shared infrastructure that is a part of the solution. For example, will the State’s data reside in the same database as another customer?
- e) The successful Vendor must describe their approach to conveying the ‘operational health’ of the solution to the State of Delaware. Also, the successful Vendor must list any 3rd party cloud management providers that they integrate with.

5.42 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** – OSBC 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 OSBC.
- 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** – OBSC reserves the right to pay by Automated Clearing House (ACH) or Purchase Card (P-Card). The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- k) **W-9** - The State of Delaware requires a new vendor to complete the registration through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved. It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is

not subject to 1099 reporting unless the business is providing legal or medical services. Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

- l) Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number STA263185-LOANDATAB on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
- m) Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P Card transaction under the contract.
- n) Additional Terms and Conditions** – OSBC reserves the right to add terms and conditions during the contract negotiations.

SECTION 6. RFP MISCELLANEOUS INFORMATION

6.1 Press Releases or Public Disclosure. OSBC must pre-approve, in writing, 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.

OSBC will not prohibit or otherwise prevent the awarded Vendor from direct marketing to other 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.

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

SECTION 7. ATTACHMENTS

The following attachments shall be considered part of this solicitation:

- Attachment 1 – Non-Collusion Statement
- Attachment 2 – Exceptions
- Attachment 3 – Confidentiality and Proprietary Information

- Attachment 4 – Business References
- Attachment 5 – Office of Supplier Diversity Application
- Attachment 6 – *State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Policy* and *State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement*
- Attachment 7 – Cyber Responsibilities, Liability and Insurance

CONTRACT NO.: STA263185-LOANDATAB
CONTRACT TITLE: Short-Term Consumer Loan Database and Related Services
DEADLINE TO RESPOND: Thursday, July 9, 2026 at 4:00 PM (EDT)

NON-COLLUSION STATEMENT

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

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, Office of the State Bank Commissioner.

COMPANY NAME _____ Check one)

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

☐	Corporation
☐	Partnership
☐	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 3

CONFIDENTIAL INFORMATION FORM

[illegible]

46

STATE OF DELAWARE
OFFICE OF THE STATE BANK COMMISSIONER

STATE OF DELAWARE
OFFICE OF THE STATE BANK COMMISSIONER

Attachment 4

Experience, Expertise, Capacity and Financial Strength of Vendor

1. Years in business: Year vendor was founded: _____. Indicate the length of time in business providing services similar to those described in this RFP: _____ years _____ months.
2. Background and Experience: Describe vendor's background, expertise and experience in providing services similar to those described in this RFP.
3. Corporate Identity: Identify any parent corporation and all subsidiaries of vendor. Include address, phone and fax numbers, FEIN or tax ID No., vendor's web site and contact email of each entity.
4. Organization & Structure: Provide an overview of vendor's organizational operating structure and describe the operational and functional relationships of the business units of vendor's organization, as it relates to its proposal, Organizational charts are helpful supplements.
5. Locations: Describe the geographical locations of vendor at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
6. Staff: Number of staff currently employed in all operations: _____, Number of staff currently employed in providing services similar to those described in this RFP: _____.
7. Litigation: Describe all litigation brought against the vendor within the last five years.
8. Strategic Relationships: Identify any subcontractors and describe all outsourced services to be used in performance of any contract resulting from this RFP.
9. Quality Program: Describe all quality programs vendor has adopted which directly affect its proposal.
10. Contract Cancellations: Indicate whether any contracts for services similar to those described in this RFP have not been extended or have been cancelled for performance issues in the last three years.
11. Total Annual Revenue: State vendor's total annual revenue for the past five years. Indicate the revenues derived from providing services similar to those described in this RFP.
12. Annual Reports: Include vendor's annual reports, or audited financial statements if a privately held entity, for the past three years. In the event the most recent annual report or audited financial statements do not include 2011 financial data, the 2011 financial data must also be provided even though it may be unaudited.
13. Customer References: Provide three references from past or current accounts, with contact names, email addresses, phone number and service descriptions (specific services provided), which may be used in reference checking. Vendor should verify that the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submission.

STATE OF DELAWARE
OFFICE OF THE STATE BANK COMMISSIONER

BUSINESS REFERENCES

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

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

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

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

**Years Associated & Type of
Work Performed:**

4. **Contact Name & Title:**

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STATE OF DELAWARE
OFFICE OF THE STATE BANK COMMISSIONER

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.

STATE OF DELAWARE
OFFICE OF THE STATE BANK COMMISSIONER

Attachment 5

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

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

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

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



Complete application and mail or email to:

Office of Supplier Diversity (OSD)
820 N. French Street, 10th Floor
Wilmington, DE 19801
Telephone: (302) 577-8477
Email: osd@delaware.gov
Web site: <https://business.delaware.gov/osd/>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.
AGENCY MAY REMOVE THIS PAGE IN ITS ENTIRETY IF NO BOND IS REQUIRED**



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd.
Dover, Delaware 19904

Doc Ref Number:	SE-CLD-001	Revision Number: 7
Document Type:	Enterprise Policy	Page: 1 of 6
Policy Title:	Terms and Conditions Governing Cloud Services and Data Usage	

Attachment 6

Synopsis:	This policy provides guidance for State of Delaware organizations to utilize offsite or cloud facilities and services, including hosting and computing (XaaS: e.g, Software-, Infrastructure-, Platform-, etc., as-a-Service). Additionally, it addresses situations when State data is used by an entity for audit, research, or other purposes.
Authority:	Title 29 Chapter 90C Delaware Code, §9004C – General Powers, duties and functions of DTI “2) Create, implement and enforce statewide and agency technology solutions, policies, standards and guidelines, including as recommended by the CIO”
Applicability:	This policy is applicable to all users of the State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as Local Education Agencies, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of access and continued use of these resources.
Effective:	5/15/2013
Reviewed:	4/14/2023
Approved By:	Chief Information Officer
Sponsor:	Chief Security Officer

TABLE OF CONTENTS

Section	Page
I. Policy	2
II. Definitions	4
III. Development and Revision History	5
IV. Approval Signature Block	6
V. Listing of Appendices	6



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STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd.
Dover, Delaware 19904

Doc Ref Number:	SE-CLD-001	Revision Number: 7
Document Type:	Enterprise Policy	Page: 2 of 6
Policy Title:	Terms and Conditions Governing Cloud Services and Data Usage	

I. Policy

EXECUTIVE SUMMARY

Cloud and offsite hosting and services (contracted XaaS: Infrastructure-, Platform-, Software-as-a-Service) offer credible alternatives to traditional IT delivery models. Contracted XaaS can provide benefits such as rapid delivery, enhanced scalability, development agility and new funding models.

PURPOSE

This policy establishes the terms and conditions for contracted XaaS and establishes terms and conditions for data usage. All IT-related RFPs, Contracts, etc. and data sharing engagements that may involve offsite hosting must abide by this policy. The terms and conditions set forth in this policy will help to protect the State's organizations by mitigating the risks associated with entrusting the State's computing operations and data to a third party.

POLICY STATEMENT

New contracts and amendments to contracts with service providers, as well as agreements regarding others (including but not limited to audit, research, etc.), are expected to include a cloud services and data usage signed agreement, as applicable, approved by DTI. When it applies, the *Terms and Conditions Governing Cloud Services and Data Usage* policy requires a signed *Terms and Conditions Governing Cloud Services and Data Usage Agreement*. Contracts or other agreements already in force will be expected to include the applicable signed agreements approved by DTI at the next renewal or revision date. The following standard agreement is available:

- [Terms and Conditions Governing Cloud Services and Data Usage Agreement \(PDF\)](#)

Nothing in this policy statement or its related agreement precludes state agencies from imposing their own industry-specific terms and conditions as their business might require, above and beyond those promulgated by DTI.



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Doc Ref Number:	SE-CLD-001	Revision Number: 7
Document Type:	Enterprise Policy	Page: 3 of 6
Policy Title:	Terms and Conditions Governing Cloud Services and Data Usage	

IMPLEMENTATION RESPONSIBILITY

DTI and/or the organization's technical staff will implement this policy during the course of normal business activities, including project execution and the design, development, or support of systems.

Service providers should be familiar with, and adhere to, security guidelines closely aligned with standardized industry approaches to assessment, documentation, monitoring, and controls for cloud products and services, such as those promulgated by the Federal Risk and Authorization Management Program (FedRAMP), Cloud Security Alliance (CSA), the National Institute of Standards and Technology (NIST), and other accreditation authorities as these become recognized by the industry.

ENFORCEMENT and WAIVER

DTI will enforce this policy during the course of normal business activities, including review of proposed projects and during the design, development, or support of systems. This policy may also be enforced by others during the course of their normal business activities, including contract execution, review or amendment, audits, and design reviews.

Cyber Security Liability Insurance

The State of Delaware places paramount importance on protection of sensitive Personally Identifiable Information (PII) or otherwise confidential information as defined by 6 Del. C. §1202C (15) and §12B-101(7)a, and as noted below under Section II – Definitions.

In accordance with the State's Terms and Conditions Governing Cloud Services and Data Usage Agreement Item 5, non-public state data shall be encrypted in transit and, for PII data, at rest. A service provider will employ validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 Security Requirements. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Such a liability protection policy shall comply with the State's requirements, incorporated by addendum to this policy (see Addendum 1: Cyber Security Liability Insurance Requirement).



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Doc Ref Number:	SE-CLD-001	Revision Number: 7
Document Type:	Enterprise Policy	Page: 4 of 6
Policy Title:	Terms and Conditions Governing Cloud Services and Data Usage	

In the event a service provider fails to keep in effect at all times the insurance coverage required by this provision, the State may, in addition to pursuing any other remedies available, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

If there is ambiguity or confusion regarding any part of this policy, seek clarification from the point of contact defined in the header of this policy.

II. Definitions

Personally Identifiable Information (PII)

1. Information or data, alone or in combination, that identifies or authenticates a particular individual. Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.
2. Information or data that meets the definition ascribed to the term "Personal Information" under Delaware Code Title 6 § 12B-101 Title 6, §1202C, and Title 29 §9017C or any other applicable State of Delaware or Federal law.



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DEPARTMENT OF TECHNOLOGY AND INFORMATION
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Doc Ref Number:	SE-CLD-001	Revision Number: 7
Document Type:	Enterprise Policy	Page: 5 of 6
Policy Title:	Terms and Conditions Governing Cloud Services and Data Usage	

III. Development and Revision History

Date	Revision
5/15/2013	Rev 0 – Initial version
8/27/2014	Rev 1 – Updated version
11/17/2014	Rev 2 – Updated version
11/23/2015	Rev 3 - Removed language regarding the State's inclusion on the insured list.
3/1/2016	Rev 4 - Added Tiered Coverage Schedule. Added PII definition. Adjusted Ponemon value. Updated link for The Center for Digital Government 2014 study of Cloud Security Procurements.
10/10/2016	Rev 5 - Added language and references to State standards in the Implementation Responsibility section.
2/1/2018	Rev 5 - Added language and references to State standards in the Implementation Responsibility section.
6/18/2018	Rev 6 - Revised policy titles and agreement references. Added language and references to new Data Usage Terms and Conditions Policy, as well as to State standards in the Implementation Responsibility section; revised DelCode references with respect to definitions of Personally Identifiable Information (PII); moved information regarding Cyber Liability Insurance Requirement to be incorporated by Addendum 1.
4/14/2023	Rev 7 – Revised the wording to reflect the consolidated policy and agreement documents.
11/1/2024	Rev 7 - Removed a reference to the Technology Investment Council

IV. Approval Signature Block

Name & Title:	Date
State Chief Information Officer	



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801 Silver Lake Blvd.
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Doc Ref Number:	SE-CLD-001	Revision Number: 7
Document Type:	Enterprise Policy	Page: 6 of 6
Policy Title:	Terms and Conditions Governing Cloud Services and Data Usage	

Listing of Appendices

APPENDIX 1 - CYBER SECURITY LIABILITY INSURANCE REQUIREMENTS

- Issued by an insurance company acceptable to the State of Delaware and valid for the entire term of the contract, inclusive of any term extension(s).
- Liability limits will be calculated based on the maximum system record count over the life of the contract and the ***Ponemon Institute*** average Public Sector Breach cost per record as published in the most recent *Cost of Breach Study* (e.g., 2017, \$141). Refer to the Tiered Coverage Schedule below.

Tiered Coverage Schedule

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15,000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence

- Shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
- At a minimum, the policy must include third party coverage for credit monitoring; notification costs to data breach victims; and regulatory penalties and fines.
- Shall apply separately to each insured against whom claim is made or suit is brought subject to the Service Provider's limit of liability.
- Shall include a provision requiring that the policy cannot be cancelled without thirty days written notice to the State Chief Information Officer.
- The Service Provider shall be responsible for any deductible or self-insured retention contained in the insurance policy.
- The coverage under the policy shall be primary, and not excess, to any other insurance carried by the Service Provider.



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Doc Ref Number:	SE-CLD-001	Revision Number: 7
Document Type:	Enterprise Policy	Page: 7 of 6
Policy Title:	Terms and Conditions Governing Cloud Services and Data Usage	

- The State of Delaware shall not be a named or additional insured under the policy.



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DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
1	✓	✓	Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.
2	✓	✓	Data Usage: The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's Terms and Conditions Governing Cloud Services and Data Usage Policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.
3	✓	✓	Termination and Suspension of Service: In the event of termination of the contract, PROVIDER shall implement an orderly return of State of Delaware data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware data. a) Suspension of services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State data remain in place and enforceable during this 90-day period. After such 90-day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware data covered under the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. d) Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.

Form Revision Date:



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DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
4		✓	Data Location: The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.
5		✓	Encryption: The PROVIDER shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest . The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 , Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the PROVIDER cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Terms and Conditions Governing Cloud Services and Data Usage Policy .
6		✓	Breach Notification and Recovery: The PROVIDER must notify the State of Delaware at eSecurity@delaware.gov immediately or within 24 hours of any determination of the breach of security as defined in 6 Del. C. §12B-101(2) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. The PROVIDER shall send a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach. The PROVIDER will continue to send any and all reports subsequent to the preliminary written report. The PROVIDER shall meet and confer with representatives of DTI regarding required remedial action in relation to any such data breach without unreasonable delay. If data is not encrypted (see CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's Terms and Conditions Governing Cloud Services and Data Usage Policy) by PROVIDER or its subcontractors. The PROVIDER will assist and be responsible for all costs to provide notification to persons whose information was breached without unreasonable delay but not later than sixty (60) days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State will retain all determining authority for breach accountability and responsibility. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless. The PROVIDER shall not issue a media notice without the approval of the State.
7		✓	Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a federally compliant (IRS Pub 1075 2.C.3) criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract,

Form Revision Date:



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

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Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data																						
			have no convictions, pending criminal charges, or civil suits related to any crimes of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the PROVIDER's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.																					
8		✓	Security Logs and Reports: The PROVIDER shall allow the State of Delaware access to system security logs that affect this engagement, its data, and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.																					
9		✓	Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.																					
10		✓	Contract Audit: The PROVIDER shall allow the State of Delaware to audit conformance including contract terms, system security, and data centers, as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least thirty (30) days advance written notice and shall not unreasonably interfere with the PROVIDER's business. In lieu of performing its own audit, the State may request the results of a third party audit from the PROVIDER or an attestation of compliance.																					
11		✓	Cyber Liability Insurance: An awarded vendor unable to meet the Terms and Conditions Governing Cloud Services and Data Usage Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s). Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount. <table><tr><th>Level</th><th>Number of PII records</th><th>Level of cyber liability insurance required (occurrence = data breach)</th></tr><tr><td>1</td><td>1-10,000</td><td>\$2,000,000 per occurrence</td></tr><tr><td>2</td><td>10,001 – 50,000</td><td>\$3,000,000 per occurrence</td></tr><tr><td>3</td><td>50,001 – 100,000</td><td>\$4,000,000 per occurrence</td></tr><tr><td>4</td><td>100,001 – 500,000</td><td>\$15,000,000 per occurrence</td></tr><tr><td>5</td><td>500,001 – 1,000,000</td><td>\$30,000,000 per occurrence</td></tr><tr><td>6</td><td>1,000,001 – 10,000,000</td><td>\$100,000,000 per occurrence</td></tr></table>	Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)	1	1-10,000	\$2,000,000 per occurrence	2	10,001 – 50,000	\$3,000,000 per occurrence	3	50,001 – 100,000	\$4,000,000 per occurrence	4	100,001 – 500,000	\$15,000,000 per occurrence	5	500,001 – 1,000,000	\$30,000,000 per occurrence	6	1,000,001 – 10,000,000	\$100,000,000 per occurrence
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State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR
OFFICIAL

☐

1-3 (Public

☐

1-11 (Non-Public

Provider Name/Address (print): _____

Provider Authorizing Official Name (print): _____

Provider Authorizing Official Signature: _____

Date: _____

Cyber Responsibilities, Liability and Insurance

A. Vendor Protection of Customer Data

1. The awarded vendor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) security standards identified in this Request for Proposals and any resultant contract(s).

B. Definitions

Data Breach

1. In general the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in :
 1. 1 The unauthorized acquisition of personally identifiable information (PII); or
 1. 2 Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
 - 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
 1. 1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number,

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credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

2. Information or data that meets the definition ascribed to the term “Personal Information” under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

Customer Data

1. All data including all text, sound, software, or image files provided to Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

Security Incident

1. Any unauthorized access to any Customer Data maintained, stored, or transmitted by Delaware or a third party on behalf of Delaware.

C. Responsibilities of Vendor in the Event of a Data Breach

1. Vendor shall notify State of Delaware, Department of Technology and Information (DTI) and Government Support Services (GSS) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 1. 1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI, and GSS.
 1. 2 Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
 1. 3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.

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1. 4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:

- 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
- 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
- 1.4.3. Meet and confer with representatives of DTI and GSS regarding required remedial action in relation to any such data breach without unreasonable delay.
- 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss

1. 1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services

2. Covered Disclosure

- 2.1 The disclosure of Customer Data as a result of a successful Security Incident.

3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

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1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, ***prior to execution of a contract***, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).
2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract is: LEVEL 1. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15,000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence

F. Compliance

1. The awarded vendor(s) is required to comply with applicable security-related Federal, State, and Local laws.

G. Media Notice

1. No media notice may be issued without the approval of the State.

H. Points of Contact – Data Breach

1. State of Delaware

STATE OF DELAWARE
OFFICE OF THE STATE BANK COMMISSIONER

Department of Technology and Information
Aashish Patel, Chief Security Officer
Aashish.Patel@delaware.gov ; 302.739.9631

Office of the State Bank Commissioner
Christopher L. Hall, Deputy Bank Commissioner
1110 Forest Avenue
Dover, DE 19904
ChristopherL.Hall@delaware.gov