

SOLICITATION FOR PROFESSIONAL SERVICES TO PROVIDE ECONOMIC DEVELOPMENT CONSULTING SERVICES

ISSUED BY THE DELAWARE ECONOMIC DEVELOPMENT OFFICE OFFICE OF THE DIRECTOR

I. Overview

The Delaware Economic Development Office ("DEDO") seeks economic development consulting services to conduct a survey of law firms representing Delaware corporations on usage of Delaware courts. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§6902(1), 6981 and 6982. Proposals should not exceed \$20,000.

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

Public Notices	Date: January 31, 2008 and February 7, 2008
Deadline for Receipt of Proposals	Date: February 28, 2008
Proposal Review Period	Date: February 29, 2008 – March 14, 2008
Notification of Award	Date: March 24, 2008
Return Location of Proposals	
Delaware Economic Development Office	
99 Kings Hwy. Dover, DE 19901	

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of this Request for Proposals (the "RFP"). The State specifically reserves the right to waive any informalities or irregularities in the proposal format. Each proposal must be accompanied by a cover letter which briefly summarizes the proposing firm's interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposals. The State reserves the right to deny any and all exceptions taken to the RFP requirements. The State also reserves the right to divide and award the contract to multiple vendors as warranted and it deems appropriate.

II. Scope of Service

Background

Delaware is considering equipping its Court of Chancery with state of the art video conferencing technology which will enable the Court to globally conference as many

parties as necessary to conduct hearings and mediations. In order to utilize this service, the dispute in question must involve sums greater than \$1 million.

The DEDO seeks economic development consulting services to perform the following list of services.

Requested Services:

1) Develop and Conduct a Survey of Law Firms Representing Delaware Corporations in preparation for the development of a detailed business plan.

a. The survey should answer the following questions:

1. If you don't currently use Delaware choice of law in your contracts, why not?
2. If at least one party is a Delaware legal entity and the transaction is governed by Delaware law, would access to remote access to the Delaware Court of Chancery persuade you to select a Delaware venue? Or stated differently, why would you not also select a Delaware venue?
3.
 - a. If at least one party is a Delaware legal entity and the transaction may be [or is] governed by the laws of another U.S. state or another country, would access to remote access to the Delaware Court of Chancery persuade you to select Delaware law?
 - b. For foreign lawyers: If at least one party is a Delaware legal entity and the transaction is governed by the laws of another U.S. state or another country, would access to remote access to the Delaware Court of Chancery persuade you to select Delaware law?
4.
 - a. If none of the parties are Delaware entities, would remote access to the Delaware Court of Chancery persuade you to select Delaware law? If the answer is yes, would you be more likely to use a Delaware legal entity if that is a condition to access the remote access to the Delaware Court of Chancery?
 - b. For foreign lawyers: If none of the parties are Delaware entities and the transaction is governed by the laws of another U.S. state, would access to remote access to the Delaware Court of Chancery persuade you to select Delaware law? If yes, would you be more likely to use a Delaware legal entity if that is a condition to access the remote access to the Delaware Court of Chancery?

b. Present the survey results to the DEDO for review and comment.

- o Prepare findings based on Delaware Corporations
- o Prepare findings based on non-Delaware Corporations

- o Prepare findings based on non-US Corporations

III. Proposal Procedure

A. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-conforming proposals. Each proposal must be submitted with 8 copies in a sealed envelope conspicuously labeled "sealed proposal - Delaware Economic Development Office – Delaware Business Law Project". The envelope should also contain the name, address and telephone number of the proposing firm. If delivered by mail, the proposal shall be enclosed in an "inner" envelope labeled as indicated above.

All proposals must be delivered in person or by mail to:

Attention: Office of the Director
Delaware Economic Development Office
99 Kings Highway
Dover, Delaware 19901

Any proposal submitted by mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 4:30 p.m. EDT on February 26, 2008.

B. Modifications

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

IV. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information may result in rejection of the proposal in the sole discretion of the State:

A. Minimum Requirements

Identifying Information:

- 1) Identify the full legal name, address and type of legal entity (e.g., corporation, partnership, limited partnership, trust, joint venture, sole proprietorship) with

whom the contract will be entered into and all trade names/assumed names, which are used by that entity.

- 2) Federal Employer Identification Number or Social Security Number.
- 3) Proof of State of Delaware business license or proof of initiating the process of application before work commences.
- 4) Name and telephone number of the representative of the bidder who is authorized to discuss proposal.

Experience and Capabilities (Maximum 2 Pages):

- 1) Explain your capabilities in meeting the requirements of this RFP.
- 2) Describe your experience in conducting surveys and preparing written reports.
- 3) Describe your familiarity with Delaware's competitive advantages (nationally and internationally) regarding business law, the court system and specifically, Chancery Court.

Professional Liability Insurance:

Provide evidence of professional liability insurance in the amount of \$1 million each occurrence/\$1 million aggregate.

Project cost and time estimate:

- 1) Estimate the cost for the 'Requested Services' identified on page 2 of this RFP.
- 2) Describe the basis for the cost estimate.
- 3) Describe the proposed billing and payment structure.
- 4) Provide a project timeline for the 'Requested Services'.

V. Evaluation Process

All proposals submitted in response to the RFP shall be reviewed by the Remote Venue ad hoc committee (the "Committee").

A. Remote Venue Ad Hoc Committee

The Committee shall be composed of seven (7) representatives of the Remote Venue ad hoc committee. The Committee shall determine the respondents which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee shall interview at least the top two of the qualified respondents. DEDO may negotiate with one or more respondents during the same period and may, at its discretion, terminate negotiations with any or all respondents. The Committee shall make a recommendation regarding the award to the Director of DEDO, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful respondent in the best interests of the State of Delaware.

B. Proposal Selection Criteria

The Committee shall assign up to the maximum number of points set forth below for each Evaluation Item (corresponding to the items in Section IV) to each of the proposing respondents.

The proposals all contain the essential information in which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the Committee to be essential for use by the Committee in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Committee'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 Committee.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all 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 contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.

All proposals shall be evaluated using the same criteria and scoring process.

VI. Contract Conditions

The firm awarded the contract, if any, under this RFP (the "Agreement") shall be subject to the following contractual provisions:

A. Term

The term of the Agreement between the successful firm and the State shall be three years. The Agreement may be terminated by either party upon 60 days written notice. In the event the successful firm materially breaches any obligation under the Agreement, the State may terminate the Agreement upon thirty (30) days written notice.

B. Non-appropriation

In the event that the General Assembly fails to appropriate the specific funds necessary to continue the Agreement, in whole or in 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, upon the earlier of the end of the last fiscal year for which no appropriation is available, or the exhaustion of funds.

C. Notice

Any notice to the State required under this Agreement shall be sent by registered mail to:

Delaware Economic Development Office
99 Kings Highway
Dover, Delaware 19901

D. Formal contract and purchase order

The successful firm shall promptly execute the Agreement incorporating the terms of this RFP, as well as other terms, within twenty (20) days after the award of the contract. No successful proposing firm is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and DEDO. 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 firm.

E. Indemnification

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm's, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

F. Compliance With Laws

In performance of this contract, the firm is 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 firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as provided in Delaware Code Title 30, Section 2301.

G. Insurance

The successful firm shall maintain professional liability insurance in the amount of \$1 million each occurrence/\$1 million aggregate.

H. Non-discrimination

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm 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.

I. Covenant Against Contingent Fees

The successful firm warrants 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 bidder for the purpose of securing business. For breach or violation of this warranty the State 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.

J. Contract Documents

The RFP, the Purchase Order and the executed Agreement between the State and the successful firm shall constitute the contract between the State and the firm. 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, the Agreement, RFP, and Purchase Order, no other documents shall be considered. These documents contain the entire agreement between the State and the firm.

K. Applicable Law

The Laws of the State of Delaware shall apply without regard to the principles of conflicts of laws thereof, except where Federal Law has precedence. The successful firm consents to jurisdiction and venue in the courts of the State of Delaware.

L. Scope of Agreement

If the scope of any provision of this Contract is 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.