

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE**

GOVERNMENT AFFAIRS CONSULTING

ISSUED BY THE DELAWARE DEPARTMENT OF STATE

I. Overview

The Delaware Department of State seeks Government Consulting Services regarding promotion of Delaware's role in corporate governance and other subjects to the executive and legislative branches of the federal government, including, but not limited to, providing strategic advice to the State with respect to legislation or rulemaking that the State deems to be in its interests, representing the State in meetings with federal officials and their staff, and building support for Delaware's corporate governance positions.

This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ 6902, 6981 and 6982.

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

Public Notice	September 21, 2009
2nd Date of advertising	September 28, 2009
Cutoff Date for Applicant Questions	September 30, 2009
Deadline for Receipt of Proposals	October 6, 2009
Date of Opening	October 7, 2009
Notification of Award	Within 30 days of bid opening
Location of Bid Opening	Secretary of State's Office Townsend Office Building, Dover, Delaware

General Information:

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of 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 that 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 proposal. The State reserves the right to deny any and all exceptions taken to the RFP requirements.

The State reserves the right to modify and/or cancel this solicitation at any time during the RFP process. 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.

II. Scope of Service

This RFP solicits the engagement of a professional services provider with the capacity and experience to successfully promote the State of Delaware's positions on corporate governance and financial services issues at the federal executive and legislative levels.

The objective includes defeating legislation and rulemaking that the State believes to be harmful to its interests and promoting legislation, rulemaking and policy that the State believes to be beneficial to its interests. Those objectives shall be met by offering strategic advice on accomplishing those objectives, building a coalition of legislative and executive support for Delaware's positions on corporate governance and financial services matters, and promoting the State of Delaware's role on issues of corporate governance.

The contractor shall also provide general consulting services to the State of Delaware on issues before the federal government that are of interest to the State, as determined by the Office of the Governor and Department of State. Such issues may include federal transportation programs, federal appropriations, Medicaid financing, and other issues to be identified. Such issues may also include federal policies and programs that benefit the University of Delaware or other institutions or local governments within the State.

III. Proposal Procedures

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-responsive or non-conforming proposals. Each proposal must be submitted with **three (3) copies** in a sealed envelope conspicuously labeled “sealed proposal - State of Delaware –Government Affairs Consulting” to the address noted in Section VII.D of this RFP.

Proposals must be received no later than 4:00 p.m. ET, **October 6, 2009**. Any proposal received after this time shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process. The cost of preparing Proposals shall be borne solely by the offerors.

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

1. Consultant or any predecessor organization must have been in business at least five years.
2. Consultant must have prior experience in providing similar consulting services.
3. Consultant must ensure the confidentiality of any and all information given to the Consultant by the State of Delaware.
4. Consultant must maintain professional liability insurance in the amount of \$1,000,000.00 per person/\$3,000,000 per occurrence.
5. Consultant shall not be required to represent Delaware exclusively. However, consultant’s proposal must describe policies and

procedures for reconciling any potential conflicts of interest that may arise with other parties they may represent.

B. General Evaluation Requirements

Total potential points to be earned shall equal 100 points as follows:

1. Experience and reputation (15 points)
2. Expertise in areas pertinent to this particular project, including corporate governance, securities regulation, anti-money laundering, financial services regulation, federal transportation programs, federal appropriations, Medicaid financing, and issues effecting higher education (15 points)
3. Capacity to meet the requirements, including demonstrated ability to build coalitions with key business, financial services and legal interest groups, as well as government associations such as the National Governors Association, the National Association of Attorneys General, the National Conference of State Legislators and others (25 points)
4. Demonstrated ability and familiarity with Delaware's congressional delegation and other federal officials as well as other key company formation states (25 points)
5. Familiarity with government consulting and public work and its requirements (10 points)
6. Cost (10 points)

V. Evaluation Process

All proposals submitted in response to the RFP shall be reviewed by the Proposal Review Committee. The Proposal Review Committee may, at its discretion, request any or all offerors to make oral presentations. Not all firms may be asked to make oral presentations.

The Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982.

The selection of the offerors to provide consulting services will be based on an evaluation of the proposals to determine which proposal reflects the best value to the State. In making that evaluation, technical factors will be considered more significant than cost of services. The selection of the offeror will be based on the General Evaluation Requirements and scoring methodology set forth above. All proposals shall be evaluated using the same criteria and process.

The information required to be submitted in response to this RFP has been determined by the Delaware Department of State and the Proposal Evaluation 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 Proposal Evaluation Committee's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered nonconforming and deemed non-responsive and subject to disqualification at the sole discretion of the committee.

The Committee and the Delaware Department of State reserve 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 offered, or to solicit new proposals for the same or modified services which may include portions of the originally proposed services as deemed necessary in the best interest of the State of Delaware.
- 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.
- Cancel or modify this solicitation at any time during the procurement process, for any reason or for no reason. The Department of State 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.

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the Department of State Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The Delaware Department of State is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise

declared by law to be confidential) and are subject to inspection and copying by any person. Vendors are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendors shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendors must submit such information in a separate, sealed envelope labeled "Proprietary Information". 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(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

Any exceptions to the RFP, or the Delaware Department of State's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and available through the State's website at www.bids.delaware.gov by 1:00 PM ET on **October 2, 2009**. Vendors' names will be removed from questions in the responses released. Questions should be submitted via email to rick.geisenberger@state.de.us, no later than 11:00 AM ET on **September 30, 2009**. Deviations from the following format will not be accepted.

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

The evaluation committee may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The evaluation committee shall make a recommendation regarding the award to the Secretary of State who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware and the Delaware Department of State.

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

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. It is explicitly noted that the Delaware Department of State is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the Delaware Department of State; remaining vendors will be notified in writing of their selection status.

VI. Exclusions

The proposal evaluation committee and the Department of State reserve the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; or
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor including suspension or debarment by another governmental entity for a cause listed in the regulations.

VII. Contract Conditions

The firm awarded the contract under this RFP shall be subject to the following contractual provisions:

A. Formal Contract

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to receipt of a contract.

B. Term

The term of the contract between the successful firm and the State shall be from November 1, 2009 until the conclusion of the 111th Congress, or December 31, 2010, whichever is later. The contract may be extended one additional year by mutual agreement of the parties. In the event the successful firm materially breaches any obligation under this Agreement, the State may terminate this Agreement upon fifteen (15) days written notice. The contract may be terminated by either party upon thirty (30)days' written notice.

C. Non-appropriation

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

D. Notice

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

Attention:
Jeffrey W. Bullock, Secretary of State
Delaware Department of State
401 Federal Street, Suite 3
Dover, DE 19901

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. Performance

In performance of this contract the firm is required to comply with all applicable federal, state and local laws, ordinance, 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. Performance of this contract shall occur in Washington, D.C. and, when requested, at locations within the State of Delaware.

G. Insurance

The successful firm shall maintain professional liability insurance in the amount of \$1,000,000.00 per person/\$3,000,000 per occurrence.

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 and the executed Contract 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 contract shall prevail over the RFP. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

K. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

L. Applicable Law

The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) the laws of the State of Delaware;
- (2) the applicable portion of the Federal Civil Rights Act of 1964;

- (3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

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

M. 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.