

**DELAWARE JUDICIAL BRANCH  
SOLICITATION FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR  
EVALUATION OF CRIMINAL JUSTICE SYSTEMS FOR DELAWARE JUDICIARY  
CONTRACT NUMBER: AOC-0626-EVALCRIM**

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**I. Overview**

The Delaware Administrative Office of the Courts (“AOC”) seeks professional consultant services to evaluate the Delaware Judicial Branch’s (“Judiciary”) existing Criminal Justice systems and Court processes, prepare a comprehensive report of their findings, and present their report and findings to the AOC.

The Judiciary, through the AOC, is authorized to procure electronic filing systems, among other things, under Section 44 of House Bill 225, the Budget Appropriation Act for Fiscal Year 2026, which provides:

Notwithstanding 29 Del. C. c. 69, or any other law to the contrary, Delaware Judicial Branch is authorized to enter into licensing agreements or other contracts with private companies or other entities on behalf of the courts for electronic document systems. Such systems shall include: filing and publication of judicial opinions and related docket files, electronic tracking and researching services, as well as Internet access for video transmission of court proceedings, video conferencing and other technological services. Fees derived from such contracts or licensing agreements shall be applied by the respective court for expenses related to e-filing, video conferencing, video streaming, technological or other improvements and operational costs.

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

Publication	Monday May 11, 2026
Deadline for Questions	Monday May 18, 2026
Response to Questions Posted by:	No later than Wednesday May 20, 2026
Deadline for Receipt of Proposals	Tuesday May 26, 2026, at 5:00 PM (Eastern Daylight Time)
Estimated Notification of Award	Monday June 8, 2026

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing Vendor's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the Solicitation which the applicant may have taken in presenting the proposal. (Vendor exceptions must also be recorded on Attachment 2).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States.

Vendors may refer to the Delaware Department of Technology and Information ("DTI") identified terms and conditions included in this solicitation:

- Appendix C – Delaware Department of Technology and Information Terms and Conditions Governing Cloud Services and Data Usage Agreement;
- DTI's [Terms and Conditions Governing Cloud Services and Data Usage Policy](#);
- DTI's [Cloud Security Terms and Conditions FAQ](#);
- DTI's [Acceptable Use Policy](#);
- DTI's [Generative Artificial Intelligence Policy](#).

The AOC and Judiciary reserve the right to deny any and all exceptions taken to the Solicitation requirements.

Any information technology transfers must be approved by the AOC in accordance with the requirements of Appendix C – Delaware Department of Technology and Information Cloud Services and Data Usage Agreement, and the DTI policies listed above.

## II. Scope of Services

The AOC is in the process of replacing its existing civil electronic filing system and its case and document management systems, with a single CMS/DMS system (current vendor – Thompson Reuters) and a single electronic filing system (current vendor – File & ServeXpress, LLC) (the "Civil CASCADE Project"). The AOC intends to engage in an equivalent project to upgrade and modernize the Judiciary's criminal systems (the "Criminal CASCADE Project").

To that end, the AOC seeks a consultant to provide the AOC with the following:

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- A. Evaluation of the current civil CMS/DMS and the current civil e-filing vendors' individual and collective abilities to perform the equivalent upgrade and modernization of the Judiciary's criminal system; and
- B. Advisement and assistance with the Judiciary's Criminal Courts implementation and management of recent legislative mandates; and
- C. Comprehensive Evaluation of the Judiciary's Criminal Systems:
  - a. A detailed overview of the Judiciary's current criminal systems, including interactions with partner agencies across the State of Delaware, how systems are integrated and what data is being sent/received by each party
  - b. Identification of process gaps, technology gaps and opportunities for improvement
  - c. Recommendation of requirements for future procurement, development or configuration of solutions
  - d. Recommend priorities and sequencing of events to modernizing existing systems and processes
  - e. Identification and assessment of project risks and challenges

Proposed Scope of Work should include at least – Not to exceed 20 pages:

- a. Reviewing existing documentation, including current-state process flow, system manuals, and previous evaluations of Criminal Justice systems requirements
- b. Interviewing Subject Matter Experts, including all staff involved in Criminal Justice processes, up to and including Magistrates, Commissioners and Judges
- c. Review of existing and pending State (and possibly Federal) legislation that affects Criminal Justice operations within the Judicial Branch
- d. Preparing a project plan and schedule for this evaluation engagement, with regular updates for stakeholders on evaluation progress and findings
- e. Evaluating system integrations, data flows, and inter-agency dependencies
- f. Identifying system of record, data ownership, and potential reconciliation issues
- g. Assessing operational risks and inefficiencies and, where possible, quantifying impacts
- h. Preparing and presenting a final report within the prescribed timeline

Proposed Approach and Methodology Description should include at least – Not to exceed 20 pages:

- a. Conduct process discovery and document workflows across multiple stakeholders
- b. Evaluate system interactions and data exchanges
- c. Identify and assess process and technology gaps
- d. Validate findings with stakeholders
- e. Develop and prioritize recommendations
- f. Ensure recommendations are practical and implementable within existing systems and constraints

Proposed Deliverables Examples should include at least – Not to exceed 10 pages:

- a. Process documentation
- b. System and data flow diagrams
- c. Gap analysis summaries
- d. Recommendations and roadmap materials

**Vendors should not exceed fifty (50) total pages to describe the Scope of Work, Approach and Methodology, and Deliverable Examples.**

### **III. Required Information**

**The following information shall be provided in each proposal in the order listed below.** Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the AOC.

#### **A. Requirements**

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1. Cover Page and Executive Abstract of Proposal (One (1) page only)
2. Vendor response to the Solicitation Scope of Work, Approach and Methodology, and Deliverable Examples listed above.
3. Proposed Price Sheet with project total cost and specific itemization of pricing components.
4. Vendor company profile and written confirmation of resources availability during the evaluation project term June 2026-December 2026.
5. Written attestation that Vendor is solely located within the United States and will securely maintain all project data within the United States (and without including CJIS classified data).
6. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

7. Complete all appropriate attachments and forms as identified within the Solicitation.
8. Acknowledgment that successful completion of criminal background checks will be required upon contract award.
9. Acknowledgment that compliance with all State of Delaware requirements for handling sensitive criminal data will be required of the awarded Vendor. The awarded Vendor may be required to attend appropriate security training before accessing the Judiciary's systems.
10. Execute the Non-Disclosure Agreement, the form for which is in Appendix A of this Solicitation.
11. Acknowledgment of the required insurance coverages and amounts identified in Section 36, Insurance, in the Delaware Judicial Branch Standard Contract Template in Appendix B, with proof of insurance coverage and amount provided to the AOC prior to the start of the contract period.

### **B. General Evaluation Requirements**

The evaluation criteria are provided below in Section IV, C.2., Evaluation Criteria.

## **IV. Administrative Information**

### **A. Solicitation Issuance**

#### **1. Public Notice**

This Solicitation is exempt from public notice pursuant to Section 44 of House Bill 225, the Budget Appropriations Act for Fiscal Year 2026, cited above.

#### **2. Obtaining Copies of the Solicitation**

Paper copies of this Solicitation will not be available.

#### **3. Assistance to Vendors with a Disability**

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Vendors with a disability may receive accommodation regarding the means of communicating this solicitation or participating in this procurement process. For more information, contact the Designated Contact no later than five (5) days prior to the deadline for receipt of proposals.

### 4. Solicitation Designated Contact

All requests, questions, or other communications about this solicitation shall be made in writing by email to the AOC. Submit all communications to the AOC Designated Contact ("AOC DC") listed below. Communications made to other Judiciary personnel or attempting to ask questions is prohibited, will not be recognized as valid, and may disqualify the Vendor. Vendors should rely only on written statements issued by the AOC DC.

**AOC DC: Marlane White, Esq. with a copy to Sarah Bowers**

**Email: [Marlane.White@delaware.gov](mailto:Marlane.White@delaware.gov)**

**Cc: [Sarah.Bowers@delaware.gov](mailto:Sarah.Bowers@delaware.gov)**

To ensure that written requests are received and answered in a timely manner, all communications must be electronic mail (e-mail) correspondence, sent with delivery receipt and read receipt.

### 5. Consultants and Legal Counsel

The AOC may retain consultants or legal counsel to assist in the review and evaluation of this solicitation and the vendors' responses.

### 6. Contact with Judiciary Employees Prohibited

Direct contact with Judiciary employees other than the AOC DC regarding this Solicitation is expressly prohibited without prior consent. Vendors directly contacting Judiciary employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the Judiciary who require contact in the normal course of doing that business.

### 7. Organizations Ineligible to Proposal

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended by the State of Delaware is ineligible to proposal. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the Solicitation.

### 8. Exclusions

The AOC reserves the right to refuse to consider any proposal from a Vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a state contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as:
  - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts:
- e. Has violated ethical standards set out in law or regulation; and

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- 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.

### B. Solicitation Submissions

#### 1. Acknowledgement of Understanding of Terms

By submitting a proposal, each Vendor shall be deemed to acknowledge that it has carefully read all sections of this solicitation, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

#### 2. Proposals

To be considered, all proposals must be submitted electronically in writing and must specifically respond to the items outlined in this Solicitation. The AOC reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted electronically only by email to the AOC DC.

All proposals are to be sent by email, with delivery and read receipt, to the AOC DC and received no later than **5:00 PM (Eastern Daylight Time) on Tuesday, May 26, 2026.**

**Vendors are directed to include on the email subject line: "SOLICITATION PROPOSAL - CONTRACT NUMBER AOC-0626-EVALCRIM".**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and will be deleted. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Vendor proposals, each Vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this Solicitation. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this Solicitation.

#### 3. Proposal Modifications

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

#### 4. Proposal Costs and Expenses

The AOC will not pay any costs incurred by any Vendor associated with any aspect of responding to this Solicitation, including proposal preparation, delivery, system demonstrations or negotiation process.

#### 5. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. Evaluation of the proposals is expected to begin shortly after the solicitation closing date. The delivery and read receipts accompanying the Vendor's email submission showing a date on or before the closing date shall serve as documentation of Vendor's compliance with the submission deadline.

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### 6. Proposal Opening

The AOC will receive proposals until the solicitation closing date and time shown in this Solicitation. Proposals will be opened by the AOC DC. There will be no public opening of proposals but a public log will be kept of the names of all Vendor organizations that submitted proposals.

### 7. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this solicitation. The determination of whether a Solicitation requirement is substantive or a mere formality shall reside solely within the AOC.

### 8. Concise Proposals

The AOC 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 Judiciary's interest is in the quality and responsiveness of the proposal.

### 9. Realistic Proposals

The AOC expects 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.

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

### 10. Confidentiality of Documents

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 Judicial Branch Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract.

The Judicial Branch is exempt from the State of Delaware Freedom of Information Act, 29 *Del. C.* §§ 10001-10007. However, once a proposal is received and a decision on contract award is made, the content of selected and non-selected vendor proposals may be disclosed pursuant to the *Delaware Administrative Office of the Courts Policy on Public Access to Administrative Records*, <https://courts.delaware.gov/aoc/operating-procedures/>, or applicable law. Vendor(s) are advised that once a proposal is received by the Judicial Branch 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.

Vendor(s) 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 and/or contracts must contain sufficient information to be evaluated without reference to any proprietary information. If a Vendor believes that it cannot submit its proposal without including proprietary information, it must adhere to the following procedure or the proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate email with the subject line stating "Proprietary Information" with the Solicitation number, and accompanied by delivery and read receipts. The proprietary information must be attached to the email in pdf form. The email must also contain a written documentation from the Vendor's legal counsel describing the documents in the attachment, representing in good faith that the information is not open to the public pursuant to the *Delaware Administrative Office of the Courts Policy on Public Access to Administrative Records*, <https://courts.delaware.gov/aoc/operating-procedures/>, or any other applicable law, and briefly state the reasons that each component of the attachment meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate proprietary information email, the AOC DC will open the email and attachment 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 AOC. The AOC 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 AOC'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.

### 11. Price Not Confidential

Vendors are advised that as a publicly proposal contract, no Vendor shall retain the right to declare their pricing confidential. Payments made to the awarded Vendor are public information.

### 12. Sub-Contracting

The selected Vendor will be solely responsible for contractual performance and management of all subcontract relationships. This contract contemplates vendor subcontracting. If a Vendor proposes to and utilizes a subcontractor, the Vendor assumes all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name through the completion of Attachment 4, Subcontractor Information Form. Any sub-contractors must be approved in writing by the AOC.

### 13. Discrepancies and Omissions

Each Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this Solicitation and all addenda. Failure to do so will be at the sole risk of Vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this Solicitation, vendor shall email, with delivery and read receipts, the AOC DC, documenting such findings within three (3) days after the proposal opening. This will allow issuance of any necessary addenda and help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the Solicitation, will be disallowed if these faults have not been brought to the attention of the AOC DC, by email with delivery and read receipts, within three (3) calendar days prior to the time set for opening of the proposals.

### 14. Solicitation Question and Answer Process

AOC will allow written requests for clarification of the Solicitation. All questions shall be received no later than **Monday May 18, 2026**. Vendor names will be removed from questions in the responses released. Questions including the section number, paragraph number, page number and text of passage being questioned, should be emailed with delivery and read receipts to the AOC DC.

### 15. AOC's Right to Reject Proposals

The AOC 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 AOC'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 AOC may deem necessary in the best interest of the Judiciary.

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### 16. AOC's Right to Cancel Solicitation

The AOC reserves the right to cancel this Solicitation at any time during the procurement process, for any reason or for no reason. The AOC makes no commitments expressed or implied, that this process will result in a business transaction with any Vendor.

This Solicitation does not constitute an offer by the AOC. Vendor's participation in this process may result in the AOC selecting Vendor 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 AOC to execute a contract nor to continue negotiations. The AOC may terminate negotiations at any time and for any reason, or for no reason.

### 17. Supplemental Solicitation

The AOC reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the Judiciary.

### 18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the AOC prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

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

### 19. Revisions

If it becomes necessary to revise any part of the Solicitation, an addendum will be emailed to each submitting Vendor. The AOC is not bound by any statement related to this Solicitation made by any Judiciary employee, contractor or its agents.

### 20. Exceptions

Any exceptions to the Solicitation, or the Judiciary's standard terms and conditions, must be recorded on Attachment 2. Acceptance of exceptions is within the sole discretion of the AOC.

### 21. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 3. 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.

Vendor is responsible for notifying its references that AOC may contact those references regarding Vendor's credentials for this Solicitation. Should a Vendor reference be non-responsive to AOC communication, this may reflect negatively in the evaluation scoring.

### 22. Award of Contract

The final award of a contract is subject to approval by the AOC. The AOC has the sole right to select the successful Vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this Solicitation.

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

### 23. Solicitation Award Notifications

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After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the AOC 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 Solicitation.

It should be explicitly noted that the AOC is not obligated to award the contract to the Vendor who submits the lowest priced proposal 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 Judiciary.

After a final selection is made, the winning Vendor will be invited to negotiate a contract with the AOC. Remaining Vendors will be notified in writing of their selection status.

### 24. Cooperatives

Vendors, who have been awarded similar contracts through a competitive proposal process with a cooperative, are welcome to submit the cooperative pricing for this Solicitation. **Delaware Judicial Branch Contract terms and conditions will take precedence.**

### C. Solicitation Evaluation Process

An evaluation team composed of representatives of the AOC and the Judiciary's Courts will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The AOC 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 AOC may deem necessary to make a decision.

#### 1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the AOC and the Judiciary's Courts ("Team"). The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of the Solicitation. The Team may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors. The Team shall make a recommendation regarding the award to the State Court Administrator, who shall have final authority to award a contract to the successful Vendor in the best interests of the Judiciary.

If the AOC is unable to negotiate a satisfactory contract with the selected Vendor, at a price the Team determines to be fair and reasonable, negotiations with that Vendor shall be formally terminated. The AOC may negotiate with the remaining potential Vendors. At any point in the negotiations process, the AOC may, at its discretion, terminate negotiations with any or all Vendors.

#### 2. Proposal Selection Criteria

The 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 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 Solicitation has been determined by the AOC to be essential for use by the Team in the proposal evaluation and award process. Therefore, all instructions contained in this Solicitation shall be met in order to qualify as a responsive and responsible contractor and participate in the Team's consideration for award. Proposals that do not meet or comply with the instructions of this Solicitation may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

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- 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 Solicitation or to make no award or issue a new Solicitation.
- 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.

### Criteria Weight

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

Criteria	Weight
Experience including but not limited to: Analysis of governmental business processes, evaluation of complex computer systems for organizational fit, Identification of gaps in system functionality, alignment with local rules, laws and regulations, working with State and local government with complex integrations and workflows, data analysis and classification, system and integration mapping, strategic planning, prioritization and budget estimating.	40
Capacity of resources to meet requirements	20
References and reputation	20
Cost of Services to the Judiciary	20
<b>Total</b>	<b>100</b>

Vendors are encouraged to review the evaluation criteria and to provide responses specifically addressing each of the scored items. The Team will not be able to make assumptions about a Vendor's capabilities so the responding vendor should be detailed in their proposal responses.

### 3. Proposal Clarification

The Team may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

### 4. References

The 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.

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### 5. Oral Presentations

After initial scoring and a determination that Vendor(s) are qualified to perform the required services, selected Vendors *may* be invited to make oral presentations to the Team. If the Team decides to hold oral presentations, all Vendor(s) selected will be given an opportunity to present to the Team.

In the event of oral presentations, 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 their solution capabilities.

In the event of oral presentations, Vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the AOC are solely the Vendor's responsibility.

## V. Contract Terms and Conditions

### 1. General Information

The template of the Delaware Judicial Branch Professional Services Agreement, which contains the Judiciary's standard terms and conditions is attached as Appendix B.

The term of the contract between the successful Vendor and the AOC shall be for no longer than six (6) months, beginning in June 2026 and ending in December 2026.

### 2. W-9

The State of Delaware requires a new Vendor to complete the registration process 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 without which electronic payments cannot be processed. 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 supplier registration process, should be addressed to the supplier maintenance team by phone at 302-672-5000.

1. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
2. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

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## VI. Miscellaneous Information

### 1. No Press Releases or Public Disclosure

Any public dissemination, including but not limited to, news or broadcast advertising releases concerning this Solicitation, the resulting contract, the work performed, or any reference to the Delaware Judiciary or State of Delaware with regard to any project or contract performance, is subject to the AOC's approval. Such approval, which is solely within the AOC's discretion, must be in writing and must be obtained prior to any dissemination. Also, any such news or advertising releases pertaining to this Solicitation or resulting contract shall require the prior express written permission of the AOC.

The Judiciary will not prohibit or otherwise prevent the awarded Vendor(s) from direct marketing to the other two State of Delaware Branches of government and their agencies, departments; or to municipalities; or to any other political subdivisions. The Vendor, however, shall not use the Judiciary's or the State of Delaware's seal, or imply preference for the solution provided.

### 2. Definitions of Requirements

To prevent any confusion about identifying requirements in this Solicitation, 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 Solicitation. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

## VII. Attachments

The following attachments and appendixes shall be considered part of the Solicitation:

- Attachment 1 – Non-Collusion Statement
- Attachment 2 – Exception Form
- Attachment 3 – Business References Form
- Attachment 4 – Subcontractor Information Form
- Appendix A – Non-Disclosure Agreement Form
- Appendix B – Delaware Judicial Branch Standard Contract Template
- Appendix C – Delaware Department of Technology and Information Terms and Conditions Governing Cloud Services and Data Usage Agreement

# DELAWARE JUDICIAL BRANCH

**Attachment 1**

**CONTRACT Number: AOC-0626-EVALCRIM**

**TITLE: PROFESSIONAL SERVICES FOR EVALUATION OF  
CRIMINAL JUSTICE SYSTEMS FOR DELAWARE JUDICIARY**

**DEADLINE TO RESPOND: TUESDAY, MAY 26, 2026 at 5:00 P.M. 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 solicitation, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal/proposal as a primary Vendor in response to this Solicitation** submitted this date to the Delaware Judicial Branch.

It is agreed by the undersigned Vendor that the signed submission of this proposal represents, subject to any express exceptions set forth on the Exception form, 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 AOC/Delaware Judicial Branch.

Company Name	
DBA (if applicable)	
Name of Authorized Representative	
Title	
Phone Number	
Email Address	

Company Address	
Phone Number	
Email Address	
Tax ID Number	
Diverse Vendor Self-Identification	
State Certified	
If yes, which State(s)	
Federal Certified	

AFFIRMATION: Within the past five (5) 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?  
 \_\_\_\_\_ If yes, explain: \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED AND NOTARIZED (NOTARY SEAL MUST BE VISIBLE) FOR YOUR PROPOSAL TO BE CONSIDERED.**

<b>Authorized Representative</b>	<b>Notary</b>



**Contract No. AOC-0626-EVALCRIM  
Contract Title: PROFESSIONAL SERVICES FOR  
EVALUATION OF CRIMINAL JUSTICE SYSTEMS FOR DELAWARE JUDICIARY**

**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 the contract(s).

**Reference One**

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

**Reference Two**

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

**Reference Three**

Contact Name	
Contact Title	
Business Name	
Address	
Email	
Phone	
Current Vendor?	
Work Performed	

Vendor is responsible for notifying their references that AOC may contact them regarding Vendor's credentials for this Solicitation. Should a reference be non-responsive to AOC communication, this may impact the evaluation scoring.

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment 4

**SUBCONTRACTOR INFORMATION FORM**

**Contract No. AOC-0626-EVALCRIM**  
**Contract Title: PROFESSIONAL SERVICES FOR**  
**EVALUATION OF CRIMINAL JUSTICE SYSTEMS FOR DELAWARE JUDICIARY**

Are you proposing the use of any subcontractors in the fulfillment of the requirements as outlined in the solicitation? If yes, complete this form.

**Responding Vendor Information**

Company Name	
DBA (if applicable)	
Company Address	

**Subcontractor Information**

Company Name	
DBA (if applicable)	
Company Address	

Diverse Vendor Self-Identification	
State Certified	
If yes, which State(s):	
Federal Certified	

**Description of Work by Subcontractor**

Once completed, this form must be signed by both vendors.

Proposing Vendor

Subcontractor

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:

**Use a separate form for each subcontractor**

**APPENDIX A – NON-DISCLOSURE FORM**

**CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT FORM**

**PREAMBLE**

In connection with and the furtherance of a possible business relationship between the parties this Confidentiality/Nondisclosure Agreement (the “Agreement”) is entered into by and between the Administrative Office of the Courts of the State of Delaware (“Discloser”) and \_\_\_\_\_, (“Recipient”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined *infra*. It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information specifically related, but not limited to, the Discloser’s plan and operation(s) and its associated intellectual property, business plan, financials, and/or documents/programs that are considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

**THE AGREEMENT**

1. The confidential information to be disclosed by Discloser under this Agreement (“Confidential Information”) can be described as and includes, but is not limited to:

information that is not generally known and is proprietary to the Discloser, or that the Discloser is obligated to treat as proprietary. Proprietary Information shall include, but not be limited to: technical and business information relating to Discloser’s proprietary ideas, business plans, existing and/or contemplated products, services, curricula, training materials, software, research and development, production, costs, financials, and financial projections, current or future business plans and models regardless of whether such information is designated as “Confidential Information” at the time of its disclosure, all information and information assets, e.g., inventory lists; technical and state data information; database server and configuration information; web server and configuration information; storage and configuration information; firmware; hardware; software; physical locations; tape drive information; procedures and processes; design specifications; software source or object code; architecture diagrams and firewall; IP addresses, technical documentation and specifications; mapping information; and methodologies such as network monitoring tools. It also includes any information deemed confidential under the Judicial Branch’s Policy on Public Access to Judicial Records available at <https://courts.delaware.gov/help/recordaccess.aspx>.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written or electronic memorialized format and delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of evaluating potential business service relationships with the Discloser exclusively and to the exclusion of any other party whatsoever including the Recipient.

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3. Recipient shall limit disclosure of Confidential Information within its own organization to its officers, employees or consultants having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, investors, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c); is independently developed by Recipient.

5. Discloser warrants that it has the right to make the disclosures under this Agreement and Recipient warrants that it has the right to receive the information disclosed.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2 *supra*. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services as described in paragraph 1 *supra* at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner. However, it is contemplated by this Agreement that the purpose of the disclosure of Confidential Information indicates that the parties intend to, but are not bound to, enter into a further contractual agreement delineating the nature, use and implementation of any Confidential Information. If Discloser and Recipient do not enter into a further contractual agreement, Recipient shall return all Confidential Information to the Discloser.

8. This agreement shall be in effect in perpetuity from the date of its ratification. However, the agreement may be extended or otherwise modified with respect to time by mutual assent of the parties expressed in a signed writing.

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have remedy both at law and in equity in the form of damages and injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by an authorized representative from both parties. This Agreement is made under and shall be construed according to the laws of the State of Delaware. Recipient consents to jurisdiction and venue in the State of Delaware. Should any provision of this Agreement be determined to be void, invalid or

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otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

**RECIPIENT**

**ADMINISTRATIVE OFFICE OF THE COURTS**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Kenneth Kelemen

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

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

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

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

Address:

Administrative Office of the Courts  
405 North King Street  
Suite 507  
Wilmington, DE 19801

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**APPENDIX B – DELAWARE JUDICIAL BRANCH STANDARD CONTRACT TEMPLATE**

**PROFESSIONAL SERVICES AGREEMENT  
FOR**

**CONTRACT NO.** \_\_\_\_\_

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (“Effective Date”), by and between the **DELAWARE JUDICIARY**, \_\_\_\_\_ [specific Court, if applicable] **represented by the ADMINISTRATIVE OFFICE OF THE COURTS** (“AOC”), and \_\_\_\_\_, a \_\_\_\_\_, with principal offices located at \_\_\_\_\_ (“Vendor”).

**WHEREAS**, the AOC desires to obtain certain services to \_\_\_\_\_  
\_\_\_\_\_ ; and

**WHEREAS**, Vendor desires to provide such services to the AOC on the terms set forth below; and

**WHEREAS**, the AOC and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement.

**NOW, THEREFORE**, in consideration of the aforesaid premises and the mutual agreements and covenants herein, the AOC and Vendor agree as follows:

**1. Services.**

- 1.1. Vendor shall perform for the AOC the services specified in the Appendices (“Services”) to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) \_\_\_\_\_, attached hereto as Appendix \_\_\_\_; and (c) \_\_\_\_\_, attached hereto as Appendix [or Exhibit] \_\_\_\_\_. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. The AOC may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the prior written authorization of the AOC. When the AOC desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to the AOC a “Change Order” for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

### **2. Agreement Term.**

The term of this Agreement shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_\_. This Agreement may be renewed for \_\_\_\_\_ ( ) \_\_\_ year periods through negotiation between the Vendor and the AOC.

### **3. Payment for Services and Expenses.**

- 3.1. The AOC will pay Vendor for the performance of Services described in Appendix \_\_\_\_\_, Statement of Work ("SOW"). The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix \_\_\_\_\_, and this Section 3.
- 3.2. The AOC's obligation to pay Vendor for the performance of Services described in Appendix \_\_\_\_, SOW will not exceed the fixed fee amount of \$\_\_\_\_\_. It is expressly understood that the work defined in the Appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. The AOC's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in the AOC's purchase order(s) to Vendor.
- 3.3. 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 AOC budget and technical review.
- 3.4. The AOC reserves the right to pay by Automated Clearing House ("ACH") or with a Purchase Card ("P-Card").
- 3.5. The AOC may use a 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 this Agreement.
- 3.6. Vendor shall submit monthly invoices to the AOC in sufficient detail to support the services provided during the previous month. The AOC agrees to pay those invoices within thirty (30) days of receipt. In the event the AOC disputes a portion of an invoice, the AOC agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of the AOC's position on the disputed portion of the invoice within thirty (30) days of receipt. The AOC's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the AOC's Accounting Department as identified in the completion of its electronic W-9 Form.

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- 3.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 3.8. The AOC is a sovereign entity and shall not be liable for the payment of Federal, State and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement. Such taxes shall not be included in prices quoted.
- 3.9. The AOC shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 3.10. Invoices shall be submitted to:  
Accounting Department  
Administrative Office of the Courts  
405 N. King Street, Suite 507  
Wilmington, DE 19801  
Attention: \_\_\_\_\_

**4. Responsibilities of Vendor.**

- 4.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the State of Delaware Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the AOC caused by Vendor's failure to ensure compliance with DTI standards.
- 4.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 4.3. Permitted or required approval by the AOC of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. The AOC's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance

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with the terms of this Agreement and applicable law for all damages to the AOC caused by Vendor's performance or failure to perform under this Agreement.

- 4.4. Vendor shall appoint a Project Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement

- 4.5. Designation of persons for each position is subject to review and approval by the AOC. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify the AOC immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by the AOC. If Vendor fails to make a required replacement within thirty (30) days, the AOC may terminate this Agreement for default. Upon receipt of written notice from the AOC that an employee of Vendor is unsuitable to the AOC for good cause, Vendor shall remove such employee from the performance of services and substitute in their place a suitable employee.
- 4.6. Vendor shall furnish to the AOC's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 4.7. Vendor agrees that its officers and employees will cooperate with the AOC in the performance of Services under this Agreement and will be available for consultation with the AOC at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 4.8. Vendor has or will retain such employees as it may need to perform the Services required by this Agreement. Such employees shall not be employed by the AOC or any Delaware Court or associated non-judicial agency, or by the Delaware Executive or Legislative Branch.
- 4.9. Vendor will not use the AOC's name, either express or implied, in any of its advertising or sales materials without the AOC's prior express written consent. Vendor is not authorized to use the Delaware Judiciary seal or State of Delaware seal.
- 4.10. The rights and remedies of the AOC provided for in this Agreement are in addition to any other rights and remedies provided by law.
- 4.11. Vendor's employees carrying out any work related to the Agreement at a Judiciary facility shall have those employees comply with any health mandate or policy issued by the State of Delaware related to a pandemic or other State of Emergency issued by any State of Delaware authority during the term of the Agreement, including those that apply directly to that authority's employees.
- 4.12. Digital Accessibility Requirements: All deliverables produced under any resulting contract must comply with applicable federal and state digital accessibility laws, regulations, and policies in effect at

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the time of delivery, including Section 508 of the Rehabilitation Act and the current adopted version of the Web Content Accessibility Guidelines (WCAG) Level AA. Accessibility must be incorporated into the creation of all documents, electronic content, software, websites, and other work products. Deliverables that do not meet applicable accessibility requirements may be rejected, and the Contractor shall remediate any deficiencies at no additional cost to the AOC. Failure to comply with these requirements may constitute a material breach of contract.

### **5. Time Schedule.**

- 5.1. A project schedule is included in Appendix \_\_\_.
- 5.2. Any delay of Services or change in sequence of tasks must be approved in writing by the AOC.
- 5.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional time as may be granted in writing by the AOC, or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement or any extensions thereof, the AOC shall suspend the payments scheduled as set forth in Appendix \_\_\_.

### **6. AOC Responsibilities.**

- 6.1. In connection with Vendor's provision of the Services, the AOC shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 6.2. The AOC agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 6.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by the AOC's designated representatives. The AOC representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 6.4. The review comments of the AOC's designated representatives may be reported in writing as needed to Vendor. It is understood that the AOC's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 6.5. The AOC shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which the AOC has available, including as examples only and not as a limitation:
  - a. Copies of reports, surveys, records, and other pertinent documents; or
  - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by the AOC.

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- 6.6. The AOC shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 6.7. Vendor will not be responsible for accuracy of information or data supplied by the AOC or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 6.8. The AOC agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

### **7. Work Product.**

- 7.1. "Preexisting Information" shall mean any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement.
- 7.2. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for the AOC relating to the services to be performed hereunder shall become the property of the AOC and shall be delivered to the AOC's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by the AOC. The AOC shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 7.3. Vendor retains all title and interest to the Preexisting Information it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with the AOC's rights to the materials, information and documents developed in performing the project. Upon final payment, the AOC shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with the AOC. Any and all source code developed in connection with the services provided will be provided to the AOC, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 7.4. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 7.5. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all Preexisting Information owned by Vendor prior to the effective date of this Agreement shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. The AOC's rights under this Section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**8. Confidential Information.**

- 8.1. "Confidential Information" shall include any and all information relating in any way to: 1) records deemed confidential by the AOC's (and applicable specific courts and non-judicial agencies) *Public Access to Judicial Records* available at <http://courts.delaware.gov/help/recordaccess.aspx>; 2) research and development; 3) proprietary or trade secrets; 4) business affairs; 5) personal or payroll data of employees; or 6) other items to be specifically designated as Confidential Information by the AOC. Confidential Information shall not include: 1) information known to the Vendor prior to negotiations leading to this Agreement; 2) information that is generally known or easily ascertainable by non-parties of ordinary skill in telecommunication technologies; or 3) information that is required to be disclosed pursuant to a court order or applicable law.
- 8.2. Vendor will not disclose any to third party any Confidential Information without the prior written permission of the AOC. Vendor shall consult with the AOC prior to releasing Confidential Information pursuant to a request for production.
- 8.3. [In addition to the provisions set forth in this section, prior to the commencement of any services Vendor shall execute and agree by the terms set forth in the Contractor Confidentiality and Integrity of Data Management Agreement ("NDA") attached hereto as Appendix \_\_\_ and made a part hereof.]
- 8.4. Vendor or Vendor's agents or employees shall not proposal upon or submit proposals on any AOC solicitation for proposals or requests for proposals that would require the use of Confidential Information as defined in this Section.
- 8.5. Vendor agrees that the Confidential Information obligations of this Section shall survive the termination of this Agreement and that Vendor will not disclose, or allow any of its employees, agents or subcontractors to disclose, to any other person or entity, any Confidential Information received from the AOC.

**9. Warranty.**

- 9.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 9.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for the AOC in connection with the provision of the Services, Vendor shall pass through or assign to the AOC the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

## 10. Indemnification; Limitation of Liability.

10.1. Vendor shall indemnify and hold harmless the Judiciary/AOC, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:

- a. the negligence or other wrongful conduct of the Vendor, its agents or employees; or
- b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by the AOC of any notice of such claim.

10.2. If the AOC promptly notifies Vendor in writing of a third-party claim against the AOC that any deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the AOC. Vendor will not indemnify the AOC, however, if the claim of infringement is caused by:

- a. the AOC's misuse or modification of the deliverable; or
- b. the AOC's failure to use corrections or enhancements made available by Vendor; or
- c. the AOC's use of the deliverable in combination with any product or information not owned or developed by Vendor; or
- d. the AOC's distribution, marketing or use for the benefit of third parties of the deliverable; or
- e. information, direction, specification or materials provided by Client or any third party. If any deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either:
  - i. procure the right for the AOC to continue using it,
  - ii. replace it with a non-infringing equivalent, or
  - iii. modify it to make it non-infringing.

The foregoing remedies constitute the AOC's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

## 11. Employees.

11.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the Services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor the AOC's request for specific individuals.

11.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Services.

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11.3. Possession of a Security Clearance may be required of any employee of Vendor who will be assigned to this project.

### **12. Independent Contractor.**

12.1. It is understood that in the performance of the Services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of the AOC or any court or non-judicial agency, and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save the AOC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

12.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of the AOC or any Court or non-judicial agency, and that they shall not be entitled to any of the benefits or rights afforded employees of the AOC or any Court or non-judicial agency, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The AOC will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of the AOC or any of its officers, employees or other agents.

12.3. Vendor shall be responsible for providing liability insurance for its personnel.

12.4. As an independent contractor, Vendor has no authority to bind or commit the AOC. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

### **13. Dispute Resolution.**

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

13.2. 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. The AOC 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.

## 14. Remedies

Except as otherwise provided in this Agreement, including but not limited to Section 13 above, all claims, counterclaims, disputes, and other matters in question between the AOC and the Vendor arising out of, or relating to, this Agreement, 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.

## 15. Suspension

15.1. The AOC may suspend performance by Vendor under this Agreement for such period of time as the AOC, at its sole discretion, may prescribe by providing written notice to Vendor at least thirty (30) working days prior to the date on which the AOC wishes to suspend. Upon such suspension, the AOC shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from the AOC to resume performance.

15.2. In the event the AOC suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of thirty (30) days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by the AOC based on appropriated funds and approval by the AOC.

## 16. Termination.

16.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than twenty (20) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

16.2. This Agreement may be terminated in whole or in part by the AOC for its convenience, but only after Vendor is given:

- a. not less than twenty (20) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the AOC prior to termination.

16.3. If termination for default is effected by the AOC, the AOC will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work, and

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- b. any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to the AOC by reason of Vendor's default.
- c. Upon termination for default, the AOC may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, the AOC shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 11.2.

16.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of the AOC.

16.5. The rights and remedies of the AOC and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

16.6. Gratuities.

- a. The AOC may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by the AOC that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of the Judiciary with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in Section 16.6.a hereof, the AOC shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of the AOC provided in Section 16.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **17. 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.

### **18. Assignment; Subcontracts.**

18.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of the AOC shall be void. Such consent shall not be unreasonably withheld.

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- 18.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of the AOC.
- 18.3. Approval by the AOC of Vendor's request to subcontract or acceptance of or payment for subcontracted work by the AOC shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 18.4. Vendor shall be and remain liable for all damages to the AOC caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 18.5. The compensation due shall not be affected by the AOC's approval of the Vendor's request to subcontract.

### **19. Force Majeure.**

Neither party shall be liable for any delays or failures in performance of its obligations under this Agreement if and to the extent such delay or failure is caused directly or indirectly by fire; flood; earthquake; accidents; elements of nature or acts of God; wars; riots; civil commotions, disturbances or disorders; explosions; revolutions or rebellions; acts of terrorism; diseases, plagues, epidemics, pandemics, or quarantines; labor disturbances; strikes; lockouts; governmental actions; failure of a governmental entity to issue a permit or approval when Vendor has filed proper and timely application; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; failure of utilities; blockade; embargos; or any other circumstances beyond the reasonable control of and without the fault or negligence of the party affected. The party affected, upon giving prompt (within three (3) business days of the party's knowledge of significant delay or non-performance risk) written notice to the other party, shall be excused from performance on a day-to-day basis to the extent such delay or failure persists (and the other party is excused from performance of its obligations on a day-to-day basis until the delay or failure has ceased), provided that the affected party uses diligent efforts to avoid or remove such causes of non-performance. Both parties shall proceed whenever such causes are removed or ceased. If under this provision either party is excused from the performance of its obligations under this Agreement for a continuous period of sixty (60) days, then the other party may at any time thereafter, while such performance continues to be excused, upon written notice terminate this Agreement without any liability.

For Vendor, force majeure shall not include financial distress or the inability to make a profit or avoid a financial loss, changes in market prices or conditions, or its financial inability to perform its obligations under this Agreement.

### **20. Non-Appropriation of Funds.**

- 20.1. Validity and enforcement of this Agreement is subject to appropriations by the Delaware General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the AOC may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the AOC 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.

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20.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and the AOC's obligations under it shall be extinguished at the end of the fiscal year in which the Delaware General Assembly fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

### **21. Business Licenses.**

21.1. Vendor and all subcontractors must provide proof that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

21.2. Vendor represents that for itself and for its subcontractors, Vendor will obtain any and all required local business licenses.

### **22. Complete Agreement.**

22.1. This agreement and its Appendices shall constitute the entire agreement between the AOC and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

22.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

22.3. Vendor may not order any product requiring a purchase order prior to the AOC's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

### **23. Compliance with Applicable Law.**

In performance of this Agreement, Vendor shall comply with all applicable Federal, State and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

### **24. Modification.**

Neither this Agreement nor any Appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

### **25. No Conflict.**

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

**26. No Discrimination.**

Vendor acknowledges that the AOC has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the AOC may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

**27. Covenant of Fair Dealing.**

Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the AOC shall have the right to annul this Agreement 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.

**28. Construction.**

This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

**29. AOC Right to Inspect or Audit.**

During the term of this Agreement, the AOC or its authorized representatives may inspect or audit Vendor's performance and records pertaining to this Agreement and Appendixes at the Vendor business office during normal business hours upon at least five (5) days' notice.

**30. Public Archives.**

If applicable, Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the State of Delaware Division of Archives, pursuant to 29 *Del. C.* Ch. 5.

**31. Supplemental Solicitation**

The AOC reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the AOC.

**32. No Waiver of Sovereign Immunity.**

The AOC is a sovereign entity and shall not be liable for the payment of Federal, State and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

The AOC does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regards to any action based on this Agreement.

**33. Headings.**

The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

**34. Notices.**

Any and all notices, request, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, required by the provisions of this Agreement, must be in writing and addressed to the parties as follows:

To the AOC:  
ADMINISTRATIVE OFFICE OF THE COURTS  
[Agreement Title]  
405 North King Street, Suite 507  
Wilmington, DE 19801  
ATTN: \_\_\_\_\_  
Email: \_\_\_\_\_

To VENDOR:  
(Vendor contact address)

Notices sent in accord with this Section will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5<sup>th</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

**35. Choice of Law.**

This Agreement shall be interpreted and enforced under the laws of the State of Delaware, except where preempted by Federal law. Vendor expressly consents to jurisdiction and venue in the State of Delaware.

**36. Insurance.**

Vendor must obtain at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the AOC. All contractors must carry the following coverage depending on the type of service or product being delivered.

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- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work providing coverage on a primary non-contributory basis with limits of not less than:
  1. \$1,000,000 combined single limit each accident, for bodily injury;
  2. \$250,000 for property damage to others;
  3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
  4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
  5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

Vendor must carry at least one of the following depending on the scope of work being performed:

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

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 AOC. The certificate holder is as follows:

DELAWARE JUDICIARY/ADMINISTRATIVE OFFICE OF THE COURTS  
Contract Title/No.: \_\_\_\_\_  
Administrative Office of the Courts  
405 N. King Street, Suite 507  
Wilmington, DE 19801

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.

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 AOC'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.

**In no event shall the Delaware Judiciary/AOC be named as an additional insured on any policy required under this Agreement.**

**37. Performance Requirements**

Vendor warrants 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, State, and local laws and regulations.

**38. Performance Bond OR No Performance Bond Requirement.**

Vendor is required to furnish a 100% Performance Bond in accordance with 29 *Del. C.* § 6927, to the AOC for the benefit of the Delaware Judiciary with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

**39. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the AOC, Vendor hereby grants, conveys, sells, assigns, and transfers to the AOC 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 Agreement. Upon either the AOC's or Vendor's notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the AOC and Vendor shall meet and confer about coordination of representation in such action.

**40. No Third-Party Beneficiary.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein creates any right on third parties to enforce the provisions of this Agreement.

**41. Waiver.**

No waiver by the AOC of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**42. Delay.**

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**43. Appendices.**

This Agreement includes the following Appendices:

1. \_\_\_\_\_
2. \_\_\_\_\_

[Remainder of this page intentionally blank. Signature page follows.]

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date set forth above.

**DELAWARE JUDICIARY  
ADMINISTRATIVE OFFICE OF THE COURTS**

\_\_\_\_\_  
Kenneth Kelemen  
State Court Administrator

**VENDOR**

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

**APPENDIX C – DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION  
TERMS AND CONDITIONS GOVERNING CLOUD SERVICES AND DATA USAGE AGREEMENT**

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**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	✓	✓	<p><b>Data Ownership:</b> 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.</p>
2	✓	✓	<p><b>Data Usage:</b> 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 <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a>), 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.</p>
3	✓	✓	<p><b>Termination and Suspension of Service:</b> 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.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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 <a href="#">certificates of destruction</a> to the State of Delaware.</li> </ul>

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4	✓	<p><b>Data Location:</b> 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.</p>
5	✓	<p><b>Encryption:</b> 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 <a href="#">FIPS140-2</a>, 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 <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a>.</p>
6	✓	<p><b>Breach Notification and Recovery:</b> The PROVIDER must notify the State of Delaware at <a href="mailto:eSecurity@delaware.gov">eSecurity@delaware.gov</a> 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 <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a>) 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.</p>
7	✓	<p><b>Background Checks:</b> 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, 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.</p>

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8	✓	<p><b>Security Logs and Reports:</b> 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.</p>																					
9	✓	<p><b>Sub-contractor Flowdown:</b> The PROVIDER shall be responsible for ensuring its subcontractors’ compliance with the security requirements stated herein.</p>																					
10	✓	<p><b>Contract Audit:</b> 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.</p>																					
11	✓	<p><b>Cyber Liability Insurance:</b> An awarded vendor unable to meet the <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a> 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.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Level</th> <th style="text-align: center;">Number of PII Records</th> <th style="text-align: center;">Level of Cyber Liability Insurance Required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1-10,000</td> <td style="text-align: center;">\$2,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">10,001-50,000</td> <td style="text-align: center;">\$3,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">50,001-100,000</td> <td style="text-align: center;">\$4,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">101,000-500,000</td> <td style="text-align: center;">\$15,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">500,001-1,000,000</td> <td style="text-align: center;">\$30,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">1,000,001-10,000,000</td> <td style="text-align: center;">\$100,000,000 per occurrence</td> </tr> </tbody> </table>	Level	Number of PII Records	Level of Cyber Liability Insurance Required	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	101,000-500,000	\$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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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]:

DELAWARE JUDICIAL BRANCH

FOR  
OFFICIAL

- 1-3 (Public)  
 1-11 (Non-Public)

**Provider Name/Address (print):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Provider Authorizing Official Name (print):** \_\_\_\_\_

**Provider Authorizing Official Signature:** \_\_\_\_\_

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