



STATE OF DELAWARE  
DEPARTMENT OF STATE

October 12, 2016

Michael Marquardt  
Global Kompass Strategies, Inc.  
326 E 65th St #280  
New York, NY 10065

Dear Michael,

We are pleased to inform you that the State of Delaware, Division of Corporate and International Development has been awarded Contract Number STA16001-FDI\_CONSULT for services of International Business Development Advisor.

The following are required to be submitted along with the signed contract forms:

- State of Delaware Business License,  
<http://revenue.delaware.gov/services/BusServices.shtml>
- Certificate of Insurance

If not done previously, the awarded vendor(s) is required to complete the new W-9 Form by visiting the Division of Accounting's website: <http://accounting.delaware.gov/>. It is the vendor's responsibility to act upon this instruction for submitting a new W-9 form, agencies will not be able to utilize this contract if this is not completed and accepted by the Division of Accounting. If you need assistance or have questions, please contact 302-672-5000 or fax your inquiry to 302-736-7909.

It is important to note that the award of this contract does not suggest a guarantee of business. Rather, it is but one step in an ongoing process. Vendors are encouraged to continue marketing their products and services to all agencies, sub-divisions, schools, municipalities and other government organizations with the state. In order to assist you in your marketing efforts and to win business, the following links are provided:

<http://mymarketplace.delaware.gov> This is the State's Procurement Portal offering invaluable business intelligence and tools such as:

Strategies for Success,

[http://gss.omb.delaware.gov/osd/docs/strategies\\_for\\_success\\_080212.pdf](http://gss.omb.delaware.gov/osd/docs/strategies_for_success_080212.pdf). An in-depth view into how vendors may capitalize on opportunities with the State of Delaware

Contracting & Procurement Process Overview,

<http://gss.omb.delaware.gov/divisionwide/flowcharts.shtml#contracting>. Offering information to assist vendors and agencies with various procurement procedures that facilitate problem free buying and selling experiences

Procurement Unit Contact List,

[http://gss.omb.delaware.gov/contracting/proc\\_contacts.shtml](http://gss.omb.delaware.gov/contracting/proc_contacts.shtml) A list of the person(s)

DELAWARE DEPARTMENT OF STATE  
820 N. FRENCH STREET, 4<sup>TH</sup> FLOOR  
WILMINGTON, DE 19801

responsible for procuring goods and services in each agency: An excellent source for a targeted campaign

Delaware Online Checkbook, <http://checkbook.delaware.gov/>. Offering data on the State's prior purchases. Use this information along with the Usage reports to identify additional opportunities

Office of Supplier Diversity (OSD), <http://gss.omb.delaware.gov/osd/index.shtml> An in depth insight to additional resources and a summary of appropriated spend by agency

Delaware's Economic Development Office, <http://dedo.delaware.gov/> site with program information and links to experts who can connect vendors with other resources to help achieve success.

We appreciate your interest and look forward to working with you.

Sincerely,

Andrea Tinianow

S:\ STA16001-FDI\_CONSULT Award Letter



## Proposal of Services

Corporate and International Development, Department of State, The State of Delaware, and Global Kompass Strategies, Inc. (“Consultant”) mutually agree to the following conditions for consulting services:

### 1. Consultant

**Global Kompass Strategies, Inc.**  
326 East 65th Street, Suite 280  
New York, NY 10065

### 2. Delaware Business License: #2007603912

### 3. Scope of Services to be performed

Consultant will serve as a business advisor to Global Delaware with the objective of attracting foreign direct investment to Delaware. Consultant will contribute access to professional contacts and relationships in the local, regional, national, and international business community to meet the State’s objectives. This role includes Consultant serving as a sounding board for plans, ideas and methods to achieve the objectives. Additionally, Consultant will serve as a trouble-shooter on key moves, as an independent review source, and as a facilitator of the State’s corporate and international development goals. Consultant will be accessible by phone and email for document review, advice, and counsel. In addition, Consultant will work with selected team members and consulting resources to help them individually with their roles in achieving the agreed-upon objectives. Consultant’s involvement with the State of Delaware’s International and Corporate Development Team and the Global Marketing Initiative will be on a broad basis and will include, as needed, attending (in person and by phone) strategy meetings, operational reviews, and planning meetings in the areas of strategic business development, information technology strategy, management of outside resources, sustaining growth, and increasing profitability. Consultant shall provide regular reports no less than monthly which shall describe steps taken and progress toward the identified goals.

### 4. Compensation

Compensation will not exceed \$200,000 for the 2016-2107 fiscal year.

All fees are inclusive of all non-travel expenses (i.e., copying, computer support, telephone/fax communications, Internet connectivity, overnight courier expenses, etc.). All pre-approved travel (i.e., transportation, lodging, meal) expenses will be reimbursed within thirty days from the submittal of the appropriate documentation. All pre-approved air and train travel arrangements will be made in business class or first class cabins dependent upon availability.



## **5. Payment Terms**

Payments will be made by check or wire transfer upon receipt of invoice and verification of services performed. Consultant shall invoice State of Delaware, Attn: Andrea Tinianow, Director, Corporate and International Development, 4th Floor, Carvel State Office Building, 820 N. French St., Wilmington, DE 19801

The term of this Agreement is for one year, starting July 2016 and shall renew each year on the anniversary of the execution of this Agreement (the "Anniversary"), for three years, unless either party provides written notice prior to the Anniversary of their intent not to renew.

However, if sufficient funds are not appropriated by the Delaware General Assembly, or other appropriate federal or State Organization, to sustain in whole or in part the Department of State's performance under this Agreement; or if such appropriation is reduced such that the amount of the appropriation is insufficient to sustain said performance; this Agreement shall be null and void at the insistence of the Department of State.

## **6. Independent Contractor**

6.1 It is understood that in the performance of the services herein provided for, Consultant shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement.

6.2 Consultant acknowledges that he shall not be considered an employee of Delaware, and that he shall not be entitled to any of the benefits or rights afforded employees of Delaware, 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. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware to Consultant.

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

## **7. Termination**

7.1 This Agreement may be terminated in whole or in part by either party on 10 days written notice.

7.2 If termination for default is effected by Delaware, Delaware will pay Consultant 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
- b) Any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Consultant's default.

## 8. Complete Agreement

This agreement and its Exhibit shall constitute the entire agreement between Delaware and Consultant 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.

## 9. Miscellaneous Provisions

9.1 In performance of this Agreement, Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Consultant shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

9.2 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.

## 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Consultant consents to jurisdiction venue in the State of Delaware.

This contract is subject to the vendor's receipt of an approved purchase order. The State will not be liable for goods or services provided prior to an approved purchase order.

Signature on File

Date: October 10, 2016

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

Andrea Tinianow on behalf of  
the State of Delaware  
Signature on File

Date: October 6, 2016

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

Michael Marquardt on behalf of  
Global Kompass Strategies, Inc.