

JUDICIAL BRANCH OF THE STATE OF DELAWARE
Administrative Office of the Courts

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR ONLINE
LEGAL RESEARCH FOR THE JUDICIAL BRANCH OF THE STATE OF DELAWARE
ISSUED BY THE ADMINISTRATIVE OFFICE OF THE COURTS
CONTRACT NUMBER JUD26001-LEGALRSRCH**

I. OVERVIEW

The Administrative Office of the Courts (“AOC”), on behalf of the Judicial Branch of the State of Delaware, an independent branch of State government (“Judiciary”), seeks to procure comprehensive online legal research software services and related tools. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

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

Public Notice	Date: Friday October 23, 2026
Deadline for questions	Date: Friday November 6, 2026, at 4 PM (Eastern Time)
Deadline for response to questions	Date: Monday November 16, 2026
Deadline for Receipt of Proposals:	Date: Friday December 4, 2026, at 4:00 PM (Eastern time)
Vendor Presentation	Date: To be determined mid-December 2026 through mid-January 2027
Estimated Notification of Award	Date: March 2027

Each proposal must be accompanied by a Transmittal Letter that must include: 1) a brief summary of the Vendor’s interest in providing the required professional services; 2) an attestation to the fact that Vendor shall not store or transfer non-public Judiciary and State of Delaware data outside of the United States; and 3) a clear statement and justification of any Vendor requests for exceptions to the requirements of the RFP (Vendor must also list exceptions on Attachment 2). The AOC reserves the right to deny any and all exceptions taken to the RFP requirements.

II. SCOPE OF SERVICES

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The AOC seeks to procure comprehensive online legal research software services and related tools for the Judiciary. The services will be used by approximately 400 users, a mix of Judicial Officers, Staff Attorneys, Law Librarians, Law Clerks, Paralegals, and other Judiciary Staff.

The AOC is interested in a comprehensive solution that provides Judiciary users with unlimited access to the most up-to-date research resources, content, and related tools. Vendors may propose solutions under one or all of the following options:

- **Option 1** – A single, exclusive, economical solution that provides all Judiciary users unlimited access to all research resources, content and tools at a fixed price (basic plan).
- **Option 2** – A single, exclusive solution that provides all Judiciary users unlimited access to all research resources, content and tools at a fixed price (Option 1), and a listing of enhancements, specialized tools, services, or products for use by all Judiciary users (premier plan and/or “Cadillac” plan). Examples of enhancements, specialized tools, services, or products include, but are not limited to, AI assisted tools to perform research, synthesizing, and drafting tasks. Submissions under this Option 2 must include a separate fixed price for each such enhancement, specialized tool, service, or product above Option 1 (basic plan).
- **Add-Ons to Option 1 and/or Option 2** – A list of specialized tools, services, or products, not included in Option 1 or Option 2, for use by a subset of Judiciary users, which would include: 1) an investigative tool to search people, businesses and public records (lien searches, etc.); 2) legal-know-how tools; and 3) specialized publications. Submissions under Add-Ons must include a separate fixed price for each such enhancement, tool, or product above Option 1 (basic plan) and/or Option 2 (premier plan or “Cadillac” plan).

Proposals must clearly identify each solution Option offered, list the entire content contained in each solution Option offered, and the exact itemized pricing of each solution Option offered.

Proposals should include the following information:

A. Content

Vendor’s proposal should confirm if the following content is available in whole, in part (with description), or not at all under Option 1 and/or Option 2, however everything available in Option 1 should be included in

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Option 2. This must be broken out into three distinct charts – content available in whole, content available in part, content not available. Vendors are invited to describe additional categories of content that are not listed below and would be included in plan(s) Vendor is offering under Option 1 and/or Option 2. Add-on categories should be clearly distinguished from the main content.

1. Federal Resources

- a. U.S. Constitution, including amendments and historical annotations.
- b. Federal judicial and administrative decisions, including Comptroller General decisions, and Federal Boards of Contract Appeals, with slip opinions and advance sheets for timely access to new decisions.
- c. Docket records for federal courts.
- d. Federal statutes and regulations, including historical versions of the U.S. Code and Code of Federal Regulations, Statutes at Large, and session laws.
- e. Federal legislation and legislative history and bill tracking.
- f. Federal Rules of Civil Procedure, Criminal Procedure, Evidence, and Appellate Procedure.

2. State and Local Resources

- a. All State constitutions, with annotations where available.
- b. Judicial decisions of all states, with slip opinions and advance sheets for timely access to new decisions.
- c. All docket records for state courts.
- d. All State administrative decisions.
- e. All State Court Rules.
- f. All Statutes and regulations of all states.
- g. Current and historical full-text annotated coverage of all state, and territorial statutes and court rules, including session laws and superseded statutes and rules.
- h. All State legislative history.
- i. All State Attorney General Opinions.
- j. Delaware specific corporate materials.

3. Briefs and Pleadings

- a. Appellate briefs from all state, federal, and territorial courts in the United States.

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- b. Trial briefs and pleadings for all state, federal, and territorial courts.
- c. Ability to link to briefing from judicial opinion.

4. Secondary Sources

- a. Law reviews and legal and business journals and periodicals.
- b. Legal indices and treatises, including Corpus Juris Secundum, American Jurisprudence, America Law Reports, and comparable comprehensive treatises.
- c. Restatements of the Law.
- d. Practice guides, including summaries of topical areas of law, model forms, and sample pleadings.
- e. A legal dictionary with Latin and English phrases.
- f. An unabridged English dictionary.

5. News and Legal Updates

- a. News coverage of federal and state legal developments.
- b. News coverage of Delaware legal developments and government sector.

6. Citation and Research Tools

- a. Citators comparable to Shepard's Citations and KeyCite to check the subsequent history and treatment of cases and statutes, with identification of negative treatment, reversals, or overrulings.
- b. Citation services (including pinpoint citations, and ability to filter citing references by depth of treatment and positive/negative treatment).
- c. Notations to specifically numbered topical headnotes organized by subject matter.
- d. Topical headnotes for each relevant legal proposition in all state and federal cases.
- e. Ability to compare historical versions of statutes and view changes over time.
- f. Reporter publication status of all state and federal cases.

7. Specialized Content for Practice Areas, including but not limited to, treatises, practice guides, or specialized collections

- a. Administrative Law
- b. Antitrust and Business Regulations
- c. Bankruptcy Law
- d. Commercial Law

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- e. Communication Law
- f. Constitutional Law
- g. Corporate Law
- h. Criminal Law and Procedure
- i. Energy Law
- j. Environmental Law
- k. Ethics Law
- l. Evidence Law (State and Federal)
- m. Family Law
- n. Federal Habeas Corpus
- o. Insurance Law
- p. Intellectual Property Law
- q. Labor and Employment Law
- r. Public Contracts Law
- s. Real Property Law
- t. Securities Law
- u. Tax Law
- v. Technology Law

8. Updates and Alerts

- a. Regular content updates, including daily or real-time updates to reflect new case law, statutes, regulations, and other materials.
- b. Customizable alerts for new cases, legislative changes, or updates to tracked authorities which impact their validity.

B. Functionality

Vendor must describe the function and capabilities of Vendor's services, tools and products contained in Vendor's proposal(s), including but not limited to the areas listed below.

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1. Search Capabilities

- a. User-friendly visual interface with visual mapping of search results.
- b. Natural language prompt search capability.
- c. Terms and connectors search capability.
- d. Find by citation capability.
- e. Search capability by court, judge, jurisdiction, date, and names of attorneys involved in cases or briefs.
- f. Ability to filter search results by jurisdiction, court, topical area, reported status, date, and relevancy.

2. AI-Powered Legal Research and Related Tools

- a. AI-assisted legal research with intelligent case finding and analysis.
- b. Advanced litigation support tools with AI-powered document review.
- c. Automated document review and analysis.
- d. Intelligent legal drafting assistance for briefs, memos, and opinions.
- e. AI-powered brief and motion drafting templates.
- f. Automated cite-checking and legal citation formatting.
- g. Transactional and contract drafting resources with AI assistance.
- h. AI-enhanced form libraries specific to government practice.
- i. Automated legal writing and editing assistance.

3. Access, Mobility and Tools

- a. Access from mobile devices (including applications for smartphones, tablets, etc.).
- b. Ability to download PDF version of judicial opinion as it appears in the reporter.
- c. Compatible with Judiciary's currently supported 64-bit Windows 11 Professional Environment and 32-bit Microsoft Apps, including Microsoft Word desktop application and any required add-in.
Vendor must disclose any limitations involving 32-bit Microsoft 365 Apps or a future migration to the 64-bit version.
- d. Compatible with Google Chrome, Microsoft Edge, and Mozilla Firefox (latest versions).
- e. Research management tools, such as bookmarking and folder organization for saving research.
- f. Note-taking capability within platform.

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- g. Citation management tools compatible with standard citation formats (e.g. Bluebook).
- h. Customizable dashboard or user interface specific to practice areas or user preferences.

4. Judiciary defined Content Libraries

- a. Ability to create document libraries (e.g. briefs, legal memos, administrative agency decisions, etc.) that are searchable using all system functionality, including AI-assisted capabilities.
- b. Content upload for document libraries allows for standard file formats (e.g. PDF, Word, .txt, .xlsx) as well as for OCR conversion from physical documents.

5. Printing, Downloading and Emailing

The Vendor shall provide unlimited printing, downloading, and emailing of documents at no additional charge.

C. User Support, Training and Management

1. Training and Support

- a. Comprehensive initial training program for new users.
- b. Role-based training for different experience levels.
- c. On demand training as needed, in-person or remotely.
- d. Ongoing online webinars training, at least monthly, and archived trainings, including role-based training for different experience levels and user needs.
- e. Reference attorneys available to assist users with research via phone and/or chat and their availability.
- f. Technical support by telephone and online during extended business hours (7 AM - 7 PM).
- g. The costs of training and support are included in the quoted prices.

2. User Management and Account Structure

- a. Dedicated Customer Representative responsible for the account.
- b. The Judiciary will have one account with access granted to at least three (3) Judiciary designated account managers responsible for adding and deleting user accounts for the Judiciary. Vendor should include a description of its ability to create separate accounts with separate account managers and billing.

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- c. Ability to automatically suspend individual user accounts after 90 days of inactivity, full deletion after 180 days of inactivity.

3. Reporting and Analytics Requirements

- a. The Judiciary Account Manager must have access to all accounts, billing, and usage information with the ability to run reports for each data category.
- b. Vendor shall provide online access needed to produce usage reports, by user, position, county, and by court/organization, including summary statistics, monthly, quarterly, and annually. Alternatively, Vendor shall prepare and provide such reports. Vendors should include in their proposals a description of reporting capability, and samples of standard reporting templates.

D. Billing and Invoicing Options

Proposals should provide a description and sample of Vendor's standard monthly invoice that would be provided for the services rendered. Invoices should provide billing for costs for the month in which services were rendered, an itemization of each service rendered that month, a monthly total cost, and a per user amount within the monthly total cost. The Judiciary does not pre-pay for services.

III. REQUIRED INFORMATION

The following information must 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. Minimum Requirements

- 1. Transmittal Letter, including required components listed in Section I.
- 2. Vendor response to the RFP Scope of Work. Vendor response must describe Vendor's ability to deliver a solution for the Judiciary, clearly addressing each category: Content; Functionality; User Support, Training and Management; and Billing and Invoicing; as well as each subcategory.
- 3. A list of Vendor's proposed Options, which specifies the services, products and tools included in each option; and specifies the services, products and tools not included in each option.

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4. A Pricing Sheet corresponding to Vendor's list of proposed Options. **Pricing Sheet must be signed and dated by a Vendor representative who is authorized to bind that Vendor to the prices listed on the Pricing Sheet.** A Sample Pricing Sheet is included in Appendix B.
5. Written attestation that Vendor shall not store or transfer non-public Judiciary and State of Delaware data outside of the United States.
6. **Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work. A Vendor not currently in possession of a Delaware license or certification submitting a proposal under this RFP must provide a written attestation that such license(s) and/or certification(s) will be obtained prior to contract execution if selected. Failure to provide such documentation may disqualify a proposal.**
7. Complete all attachments and forms included in this RFP.
8. Proof of insurance and amount of insurance shall be furnished to the AOC prior to contract execution and shall be no less than as identified in the bid solicitation, Section V, Item H, subsection 5 (Insurance), if applicable.
9. Proposals must include exactly three (3) Vendor business references specifically listed in Attachment 4. Any business reference beyond three (3) will not be reviewed. Business references may not include current State of Delaware employees (Judicial, Legislative, or Executive Branch).
10. Vendors selected to provide an oral presentation to the Proposal Evaluation Team must each provide a two-week access to the products included in Vendor's proposed solution(s). The two-week access will be limited to the Proposal Evaluation Team members and will run concurrently for all Vendors selected to provide an oral presentation. The two-week access period will begin on a date set by the Proposal Evaluation Team.

B. General Evaluation Requirements

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

IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION

A. RFP Issuance

1. Public Notice

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Public notice has been provided in accordance with 29 *Del. C.* [§ 6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at <https://bids.delaware.gov/>. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the AOC Designated Contact no later than ten (10) days prior to the deadline for receipt of proposals.

4. AOC Designated Contact

All requests, questions, or other communications about this RFP must be made in writing by email to the AOC. Address all communications to the electronic mailbox listed below. Only communications made to AOC Designated Contact below will be recognized as valid. Vendors should rely only on written statements issued by the AOC Designated Contact responding to submissions to the email below:

AOC Designated Contact: AOC_RFP@delaware.gov

Attn.: JUD26001- LEGALRSRCH

To ensure written requests are received and answered in a timely manner, all emails must be sent with delivery receipt and read receipt.

5. Consultants, Legal Counsel, or Subject Matter Experts

The AOC may utilize the services of individuals outside of the established Proposal Evaluation Team for advice and assistance in review and evaluation of this RFP and Vendors' responses, as deemed appropriate in the AOC's sole discretion. Vendors shall not contact any such individual utilized by the AOC on any matter related to this RFP.

6. Contact with Judiciary Employees Prohibited

Direct contact or communication with Judiciary personnel (other than the AOC Designated Contact) regarding this RFP is expressly prohibited and will not be recognized as valid. Vendors contacting

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Judiciary personnel risk disqualification and elimination from this RFP. Exceptions exist only for organizations currently doing business with the Judiciary or with the State who require contact solely within the normal course of that existing business.

7. Organizations Ineligible to Bid

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

8. Exclusions

The Proposal Evaluation Team 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 approved Vendor;
- 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; or
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as an approved Vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted electronically and must specifically respond to the items outlined in this RFP. The AOC reserves the right to reject any non-responsive or non-conforming proposal.

All proposals are to be sent by email, with delivery and read receipt to AOC_RFP@delaware.gov and received no later than 4:00 PM (Eastern Time) on Friday December 4, 2026.

Vendors are directed to include on the email subject line: "Proposal enclosed: JUD26001-LEGALRSRCH".

If multiple emails are needed to submit the proposal, the subject line should reflect the content of the email and attachments contained therein, as well as the number of emails submitted (e.g., "Proposal enclosed: JUD26001-LEGALRSRCH: email 1 of 3").

Vendor bears the risk of delays in delivery. Proposals delivered by courier, postal service, or facsimile will not be considered.

Proprietary information shall be submitted per the instructions contained in Section 11, Confidentiality of Documents below.

Any proposal received after the Deadline for Receipt of Proposals date will not be considered and will be deleted. The content of any proposal will not be disclosed during the negotiation process, if no contract is awarded, or if the RFP is withdrawn.

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

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 will not be accepted or considered after the deadline for submission of proposals has closed.

4. Proposal Costs and Expenses

The Judiciary will not pay any costs incurred by any Vendor associated with any aspect of responding to this RFP, including but not limited to, proposal preparation, printing or delivery, system demonstrations or negotiation.

5. Compliance with Applicable Law

In submitting a proposal, Vendor certifies it complies with all federal, state and local laws applicable to its activities and obligations including:

- a. the laws of the State of Delaware;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.

If Vendor fails to comply with (a)-(e) above, the Judiciary reserves the right to disregard the proposal, or terminate the agreement if Vendor non-compliance is discovered after award. The selected Vendor must maintain compliance throughout the agreement term and extensions.

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6. Proposal Expiration Date

Prices quoted in each Vendor proposal shall remain fixed and binding on the respective Vendor at least through **June 30, 2027**. The Judiciary reserves the right to ask for an extension of time if needed.

7. Late Proposals

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

8. Proposal Opening

The AOC will receive proposals until the date and time shown in Section I. Proposals will be opened by the AOC Designated Contact in the presence of one Judiciary personnel. There will be no public opening of proposals. However, a public log will be kept listing all Vendors that submitted proposals, which will be posted on the State of Delaware's procurement website at bids.delaware.gov.

9. 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 RFP. The determination of whether an RFP requirement is substantive, or a mere formality, resides solely with the AOC.

10. Concise Proposals

The AOC discourages overly lengthy and costly proposals. Proposals should 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 AOC's interest is in the quality and responsiveness of the proposal.

11. Realistic Proposals

The AOC expects that Vendors can fully satisfy the obligations of the RFP in the manner and timeframe defined within the RFP. Proposals must be realistic and must represent the best

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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 increased obligation for a Vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

12. Confidentiality of Documents

All documents submitted as part of the Vendor's proposal shall be deemed confidential during the evaluation process and Vendor proposals will not be available for review by anyone other than the AOC Designated Contact and the Proposal Evaluation Team or its designated agents. There shall be no disclosure of a Vendor's submitted proposal to a competing Vendor before the award and signing of the contract. The Judiciary shall not disclose submitted proposals if no contract is awarded or the RFP is withdrawn by the Judiciary.

The Judiciary is exempt from the State of Delaware Freedom of Information Act, 29 *Del. C.* § 10001, et seq. ("FOIA"). However, once a contract has been awarded and signed, Vendor proposals may be disclosed pursuant to the [*Delaware Administrative Office of the Courts Policy on Public Access to Administrative Records*](#) available on the Judiciary's website. Vendors are advised that once a proposal is received by the Judiciary and a contract has been signed, its content may become public and nothing contained in the proposal will be deemed confidential **except** information specifically marked as proprietary, as provided below.

Vendors must not include any information in their proposal that is proprietary in nature or that they would not want released to the public. Proposals must contain sufficient information to be evaluated without reference to any proprietary information. If a Vendor believes it cannot submit its proposal without including proprietary information, Vendor must adhere to the following procedure or its proposal may be deemed unresponsive and not be recommended for selection:

Vendors must submit proprietary information in a separate email with the subject line "Proprietary Information" with the RFP Title and contract number, and accompanied by delivery and read receipts. The proprietary information must be attached to the email in a searchable Adobe PDF. The email must also contain a written documentation from Vendor's legal counsel describing the documents in the attachment; representing in good faith that the information is not open to the

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public pursuant to the [*Delaware Administrative Office of the Courts Policy on Public Access to Administrative Records*](#), or any other applicable law; and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, proprietary information email, the AOC Designated Contact will open the email to determine whether the procedure described above has been followed. A Vendor's allegation as to its confidential business information is not binding on the Judiciary. The Judiciary will 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 Judiciary's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendors assume the risk that confidential business information included in a proposal may enter the public domain.

13. Contract Value Not Confidential

Vendor is advised that as a publicly bid contract, no Vendor shall retain the right to declare the contract value confidential if awarded the contract. Information about payments to awarded Vendors are available at [Delaware Open Checkbook](#).

14. Multi-Vendor Solutions (Joint Ventures)

Multi-Vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the Judiciary and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all Vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the Judiciary, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, Vendor is and will remain liable for all damages to the Judiciary caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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Multi-Vendor proposals must be a consolidated response with all costs included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Vendor.

a. Primary Vendor

The AOC expects to negotiate and contract with only one “prime Vendor”. The AOC will not accept any proposals that reflect an equal teaming arrangement or from Vendors who are co-bidding on this RFP. The prime Vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime Vendor is solely responsible for fulfillment of any contract with the Judiciary as a result of this procurement. The AOC will make contract payments only to the awarded Vendor. Payments to any subcontractors are the sole responsibility of the prime Vendor (awarded Vendor).

Nothing in this section prohibits the Judiciary from fully exercising its options under Section IV.B.20 regarding multiple source contracting.

b. Sub-contracting

The selected Vendor shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments. However, Vendors assume 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. Subcontractors must be identified by name and clearly listed in Attachment 5 in Vendor’s proposal. Subcontractors are subject to AOC’s approval and acceptance. **The prime Vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.**

c. Multiple Proposals

A primary Vendor may not participate in more than one proposal in any form. Sub-contracting Vendors may participate in multiple joint venture proposals.

15. Sub-Contracting

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The selected Vendor is solely responsible for contractual performance and management of any and all subcontract relationships. This contract allows subcontracting assignments. However, vendors assume 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. Any sub-contractors must be approved in writing by the AOC.

16. Discrepancies and Omissions

Each Vendor is fully responsible for the completeness and accuracy of its proposal, and for examining this RFP and all addenda. Failure to do so is at the sole risk of Vendor. Should Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Vendor shall notify the AOC Designated Contact by email with delivery and read receipts, of such findings on or before the Deadline for Questions listed in Section I. 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 RFP, will be disallowed if these faults have not been brought to the attention of the AOC Designated Contact, by email with delivery and read receipts, on or before the Deadline for Questions listed in Section I.

17. RFP Question and Answer Process

Vendors may submit written questions or requests for clarification of this RFP. All clarification requests and questions must be submitted to the AOC Designated Contact by email at **AOC_RFP@delaware.gov** with accompanying delivery and read receipts, by **Friday, November 6, 2026**. The email's subject line must identify this RFP Title and contract number. The clarification requests and questions may be contained in the email body or in a Microsoft Word attachment.

Questions should be submitted in the following format. Deviation from this format will not be accepted and will not be answered.

- Section number

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- Paragraph number
- Page number
- Text of passage being questioned.

Responses will be compiled and consolidated into one response if the same question is asked by multiple Vendors. Vendors names will be removed in the released responses.

On or before **Monday, November 16, 2026**, Responses will be distributed to all proposing Vendors by email from the AOC Designated Contact and will also be posted on the State of Delaware's procurement website at bids.delaware.gov.

The AOC reserves the right to extend the deadline to respond to questions based on the number and complexity of questions received, and to update the Deadline for Receipt of Proposals found in Section I, Overview, and other subsequent deadlines if necessary. Additionally, the AOC Designated Contact, based on availability of time to research and communicate an answer, in their sole discretion will decide if an answer can be given before the Deadline for Receipt of Proposals.

18. Right to Reject Proposals

The Judiciary 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 Judiciary'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 Judiciary may deem necessary in its best interest.

19. Right to Cancel Solicitation

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

This RFP does not constitute an offer by the Judiciary. Vendor's participation in this process may result in the Judiciary selecting Vendor's organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not,

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however, signify a commitment by the Judiciary to execute a contract nor to continue negotiations. The Judiciary may terminate negotiations at any time and for any reason, or for no reason.

20. Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the Judiciary may award a contract for a particular professional service to two or more Vendors if the State Court Administrator makes a determination that such an award is in the Judiciary's best interest.

21. Potential Contract Overlap

Vendors are advised that the AOC, at its sole discretion, shall retain the right to solicit for goods and/or services as it serves the best interest of the Judiciary. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The Judiciary reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the Judiciary.

22. Supplemental Solicitation

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

23. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request are received by the AOC Designated Contact before the proposal due date. Proposals may be re-submitted in accordance with the proposal due date for reconsideration.

24. Proposal Becomes Property of the Judiciary

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

25. Revisions to the RFP

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If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's procurement website at bids.delaware.gov. The Judiciary is not bound by any statement related to this RFP made by any Judiciary employee, contractor or its agents.

26. Exceptions to the RFP

Any exceptions to the RFP, or the contract terms and conditions listed in Section V, must be recorded on Attachment 2. Vendor is deemed to have accepted all terms and conditions of this RFP and the Judiciary's contract terms and conditions if Attachment 2 is not completed notwithstanding contrary language in Vendor's submitted proposal. Acceptance of Vendor exceptions is within the sole discretion of the AOC.

27. Business References

Vendor must provide exactly three (3) business references consisting of current or previous customers of similar scope and value using Attachment 4. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Any business reference beyond there (3) will not be reviewed. Personal references cannot be considered.

28. Award of Contract

The final contract award is subject to approval by the Judiciary. The Judiciary 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 RFP.

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

29. RFP Award Notifications

After review of the Proposal Evaluation Team report and its recommendation, and once the agreement terms and conditions have been finalized, the AOC will select a Vendor(s) to whom to award the contract.

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

Vendors are advised that the Judiciary is not obligated to award the contract to the Vendor submitting the lowest priced proposal or to the highest scoring Vendor. The contract will be awarded to the Vendor whose proposal is the most advantageous to the Judiciary. The award is subject to the appropriate AOC approvals.

After a final selection is made, the winning Vendor will be invited to negotiate a contract with the AOC. Non-selected Vendors will be notified in writing of their selection status once the final agreement has been signed.

30. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this RFP. **Judiciary terms and conditions will take precedence.**

C. Evaluation Process

The Proposal Evaluation Team, composed of Judiciary members, will evaluate the received and accepted proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The Judiciary has full discretion to determine the competence and responsibility, professionally and/or financially, of Vendors. Vendors are to provide in a timely manner all information the Judiciary deems necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team ("Team") will be comprised of Judiciary representatives. The Team will determine which Vendors meet the minimum requirements pursuant to this RFP selection criteria and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). Professional services for this RFP are considered under 29 *Del. C.* § 6982(b). The Team may negotiate with one or more Vendors during the same period and may, at its discretion, terminate negotiations with any or all Vendors.

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The Team will make a recommendation regarding the award to the State Court Administrator, who has final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful Vendor in the Judiciary's best interest.

2. Proposal Selection Criteria

The Team will assign up to the maximum number of points for each Evaluation Item to each Vendor proposal. All assignments of points is at the Team's sole discretion.

The proposals must contain the essential information on which the award decision will be made. The information required to be submitted in response to this RFP 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 RFP must be met in order to qualify as a responsive and responsible vendor and participate in the Team's consideration for award. Proposals that do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team has the right to:

- a. Select for contract or for negotiations a proposal other than that with lowest costs.
- b. Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- c. Waive or modify any information, irregularity, or inconsistency in proposals received.
- d. Request modification to proposals from any or all Vendors during the contract review and negotiation, including when in the best interest of the Judiciary, request for a written submission of a Best and Final Offer ("BAFO") for consideration. The Judiciary may make an award without issuing a request for a BAFO.
- e. Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.
- f. Select more than one Vendor pursuant to 29 *Del. C.* § [6986](#). Such selection will be based on the following criteria:
 - i. Uniqueness of Vendor's content, solution, or services.
 - ii. Benefit to Judiciary users.

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3. Criteria Weight

All proposals will be evaluated using the same criteria and scoring process. The Team will use the following criteria to evaluate each proposal:

Criteria	Weight
The proposed Solution's Content (as listed in Section II, A); and Functionality (as listed in Section II, B). Also included in this criterion is Team members' user experience via the two-week access to Vendor products included in Vendor's proposed solution.	40
User Support, Training and Management (as listed in Section II, C), and Billing and Invoicing Options (as listed in Section II, D).	20
Cost to the Judiciary.	15
Demonstrated experience providing requested services through factors including, but not limited to: years in business, training personnel, account staff, reputation and references.	20
Add-Ons: Specialized tools, services, or products, for use by a subset of Judiciary users, including investigative tools and products, for searching people and businesses, such as Public Records Access (lien searches, etc.), business or other research databases tools. This criterion also includes products or publications not already included in Vendor's proposed Option 1 or Option 2 solution.	5
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response addressing each of the scored items. Because the Team cannot make assumptions about a Vendor's

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capabilities, Vendor proposals must contain sufficient detail to fully address each of the evaluation criteria.

4. 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.

5. References

The Team may contact any customer of the Vendor, whether included in the Vendor's reference list, and use such information in the evaluation process.

6. Oral Presentations

After initial scoring of qualified Vendors' proposals, Vendors may be invited to make oral presentations to the Team. All invited Vendors will be given an opportunity to present to the Team. The Team, in its sole discretion, will determine if it is best served by an in-person, or a remote presentation. All Vendor costs associated with participation in oral discussions and system demonstrations conducted for the Team are solely Vendor's responsibility.

Vendor representatives attending the oral presentation must be qualified to answer all Team questions about the Vendor's proposal, the proposed solution, and its components.

V. CONTRACT TERMS AND CONDITIONS

A. Contract Use by Other Agencies

Under Title 29, Chapter [6904](#)(e), the Delaware Code allows covered agencies to procure goods or services under another agency's contract if no state contract exists for a certain good or service and the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

B. Cooperative Use of Award

As a publicly competed contract awarded in compliance with Delaware Code Title 29, Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the AOC for instructions. Final approval for permitting participation in this contract resides with the State Court Administrator and in no way places any obligation upon the Vendor(s).

C. As a Service Subscription

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 Judiciary's full acceptance of a working solution. Additional license requests above actual utilization are subject to the Judiciary budget and technical review.

D. General Information

1. The agreement term shall be for five (5) years with two (2) optional extensions for a period of one (1) year each, under the same terms and conditions.
2. The selected Vendor is required to enter into a written agreement with the AOC on behalf of the Judiciary. The AOC has the right to require Vendor execute the Judiciary's standard Agreement form, or to incorporate the Judiciary's standard agreement terms and conditions into any agreement negotiated as a result of a proposal submitted in response to this RFP. Any Vendor proposed modifications to the Judiciary's standard agreement terms and conditions must have

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been listed in RFP Attachment 4 as part of Vendor's proposal, otherwise they are deemed waived by Vendor. Proposed modifications to the Judiciary's standard agreement terms and conditions submitted by Vendor in RFP Attachment 4 may be negotiated between the AOC and Vendor, but are subject to review and approval by the AOC in its sole discretion. Vendor may be required to sign additional agreements.

3. The selected Vendor(s) is expected to enter negotiations with the AOC, which will result in a formal agreement between parties. Procurement will be in accordance with the subsequent contracted agreement. This RFP and the selected Vendor's(s) response to this RFP will be incorporated into the formal agreement.
4. The awarded Vendor shall promptly execute an agreement incorporating the terms of this RFP within twenty (20) days after award of the contract. No Vendor is to begin any service prior to receipt of a Judiciary purchase order signed by two authorized representatives of the AOC, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions once it is received by the awarded Vendor.
5. If the awarded Vendor fails to enter into an agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. The subsequent awarded Vendor will step into the place of the first awarded vendor and must fulfill every stipulation herein.
6. The AOC reserves the right to extend the agreement on a month-to-month basis for a period of up to three months after the full agreement term and extensions have been completed under the same terms, conditions and pricing of the existing agreement.
7. Vendors are not restricted from offering lower pricing at any time during the agreement term and are encouraged to present the AOC with solution enhancements that may benefit the Judiciary during the agreement term. During the agreement term, the AOC in its sole discretion, may elect to upgrade or modify services during the agreement term without the need for a new RFP.

E. Collusion or Fraud

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Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such Vendor(s) void.

By responding to this RFP, Vendor represents and warrants that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no Judiciary or State of Delaware employee or official participated directly or indirectly in Vendor's proposal preparation.

Advance knowledge of information which gives any particular Vendor advantages over any other interested Vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

F. Lobbying and Gratuities

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

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

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

G. Solicitation of Judicial Branch Employees

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Until contract award, Vendors shall not, directly or indirectly, solicit any Judiciary employee to leave the Judiciary's employ in order to accept employment with the Vendor, its affiliates, actual or prospective contractors, or any person acting in concert with Vendor, without prior written approval of the AOC. Solicitation of Judiciary employees by a Vendor may result in rejection of the Vendor's proposal.

This paragraph does not prevent the employment by a Vendor of a Judiciary employee who initiated contact with the Vendor. However, Judiciary employees may be legally prohibited from accepting employment with the Vendor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

H. General Agreement Terms

The following terms and conditions are contained in the Judiciary's standard Agreement form, which will be provided to the selected Vendor at the start of negotiation. The AOC has the right to modify or add additional terms and conditions.

1. Independent Contractors

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

If applicable, the Judiciary may provide working space and sufficient supplies and material to augment the Vendor's services. The location of any working space required by the Vendor or its contractual support personnel during the project period will be determined by the AOC.

2. Licenses and Permits

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

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

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

3. Notice

Any notice to the Judiciary required under this agreement shall be sent by email with delivery and read receipts, by hand, or by registered mail to:

AOC_RFP@delaware.gov

Administrative Office of the Courts

[Consult the Administrative Office of the Court's "[AOC Contact Information](#)" webpage for most up-to-date mailing address]

ATTN: Legal – JUD26001-LEGALSRCH

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 (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage paid.

4. Indemnification

a. General Indemnification

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Vendor agrees to indemnify and otherwise hold harmless the Judiciary and the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's, its agents and employees' performance work or services in connection with this agreement.

b. Proprietary Rights Indemnification

Vendor warrants that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the Judiciary, the Judiciary shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the Judiciary against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- i. Procure the right for the Judiciary to continue using the Product(s);
- ii. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- iii. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the contract, or only alters the Product(s) to a degree that the Judiciary agrees to and accepts in writing.

5. Insurance

- a. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of Vendor's negligent performance under this contract, and

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particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of Vendor in its negligent performance under this agreement.

- b.** Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. Vendor is an independent contractor and is not an employee of the Judiciary or State of Delaware.
- c.** During the agreement term, Vendor shall, at its own expense, carry the minimum coverage limits specified below with a carrier satisfactory to the Judiciary. All contractors must carry the following coverage depending on the type of service or product being delivered.

 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law
 - ii. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
 - iii. Professional Liability OR Miscellaneous Errors and Omissions OR Product Liability depending on the scope of work being performed - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- d.** If completing the agreement service requires Vendor to use a vehicle, including for the use of transporting Judiciary clients or staff, Vendor shall, in addition to the above coverage, secure at its own expense, the following coverage on a primary non-contributory basis with limits of not more than:

 - i. \$1,000,000 combined single limit each accident, for bodily injury;
 - ii. \$250,000 for property damage to others;
 - iii. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - iv. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 - v. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.
- e.** If completing the contractual services impacts the Judiciary and State of Delaware information network or uses Generative Artificial Intelligence, Vendor must obtain insurance coverage as

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required by the State of Delaware's Department of Technology and Information, see Appendix C.

- f. Vendor shall provide a Certificate of Insurance and/or copies as proof that the Vendor has the required insurance coverages. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions. The certificate holder is as follows:

Administrative Office of the Courts

Contract No: JUD26001-LEGALRSRCH

405 N. King Street

Suite 507

Wilmington, DE 19801

- g. Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this RFP. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this RFP, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
- h. If applicable, to the extent 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 Judiciary's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
- i. **In no event shall the Judiciary be named as an additional insured on any policy required under this agreement.**

6. 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

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compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

7. Bid Bond

There is no Bid Bond requirement.

8. Performance Bond

There is no Performance Bond requirement.

9. Warranty

Vendor will provide a warranty that the deliverables provided pursuant to the agreement will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the Judiciary's requirements.

10. Payment for Services and Expenses.

The AOC will pay Vendor for the performance of Services described in the Statement of Work ("SOW") and attached as an appendix. The fee will be paid in accordance with this Section.

The AOC's obligation to pay Vendor for the performance of Services described in the SOW and any other appendices will not exceed the SOW's fixed fee amount. It is expressly understood that the work defined in the SOW and any other appendices 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.

The AOC reserves the right to pay by Automated Clearing House ("ACH") or Purchase Card ("P-Card").

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.

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The Judiciary and State of Delaware requires completion of the [Delaware Substitute Form W-9](#) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to Vendors. Successful completion of this form enables the creation of a State of Delaware Vendor record.

The Judiciary uses the First State Financial (FSF) system and is required to identify the contract number JUD26001-LEGALSRCH on all Purchase Orders (P.O.) and will complete the same when entering P.O. information in the State of Delaware's financial reporting system.

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.

Unless provided otherwise in the SOW and any other appendices, all expenses incurred in the performance of the services are to be paid by Vendor. If the SOW or 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.

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.

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.

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Invoices shall be submitted to:

Accounting Department
Administrative Office of the Courts

[Consult the Administrative Office of the Court's "[AOC Contact Information](#)" webpage for most up-to-date mailing address]

11. Termination

This agreement may be terminated by the AOC as follows:

a. Termination for Cause

If, for any reasons, or through any cause, Vendor fails to fulfill in timely and proper manner its obligations under this agreement, or if Vendor violates any of the covenants, agreements, or stipulations of this agreement, the Judiciary shall thereupon have the right to terminate this contract by giving written notice to Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Vendor under this agreement shall, at the option of the Judiciary, become its property, and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Judiciary.

On receipt of the agreement cancellation notice from the AOC, Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Vendor response shall not effect or prevent the contract cancellation unless the AOC provides a written acceptance of the Vendor response. If the AOC does accept Vendor's method and/or action plan to correct the identified deficiencies, the AOC will define the time by which Vendor must fulfill its corrective obligations. Final retraction of the Judiciary's termination for cause will only occur after Vendor successfully rectifies the original violation(s). At its discretion the AOC may reject in writing Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience

The Judiciary may terminate this agreement at any time by the AOC giving written notice to Vendor of such termination and specifying the effective date thereof, at least twenty (20) days

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before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Judiciary, become its property and Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Judiciary.

c. Termination for Non-Appropriation

In the event the Delaware General Assembly fails to appropriate the specific funds necessary to enter into or continue the agreement, in whole or part, the agreement shall be terminated as to any obligation of the Judiciary requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

12. Non-discrimination

As set forth in 19 *Del. C.* § [711](#), Vendor agrees that in performing the services under this agreement, it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

13. Covenant against Contingent Fees

Vendor warrants that no person or selling agency was employed or retained to solicit or secure this agreement upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by Vendor for the purpose of securing business. For breach or violation of this warranty, the Judiciary has the right to annul the contract 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.

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14. Vendor Offshore Activity Prohibited

No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of Vendor. Failure to adhere to this provision will result in termination of the agreement.

15. Vendor Responsibility

Vendor is responsible for all products and services as required by this agreement whether provided by Vendor or its approved subcontractor(s).

16. Personnel, Equipment and Services

- a. Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this agreement.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the or services under this agreement shall be subcontracted without the prior written approval of the AOC.

17. Work Product

All materials and products developed by Vendor specifically for the Judiciary under this agreement are the sole and exclusive property of the Judiciary.

18. Agreement Documents

This agreement, attachments, RFP document, and Vendor proposal constitute the entire agreement between the Judiciary and Vendor. In the event there is any discrepancy between any of these contract documents, the order of precedence is as follows: agreement, attachments, RFP document, then Vendor proposal. No other documents shall be considered. These documents constitute the entire agreement between the Judiciary and Vendor.

19. Choice of Law

This agreement is governed by the laws of the State of Delaware, except where preempted by Federal Law. Vendor consents to jurisdiction and venue in the State of Delaware.

20. Severability

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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.

21. Assignment of Antitrust Claims

Vendor hereby grants, conveys, sells, assigns, and transfers to the Judiciary 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 Judiciary's or the 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 Judiciary and Vendor shall meet and confer about coordination of representation in such action.

22. Scope of Agreement

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

23. Affirmation – No Suspension or Debarment

Vendor affirms that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

24. Audit Access to Records

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

25. No Waiver of Sovereign Immunity

The Judiciary 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.

26. Other General Conditions

- a. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software or as of the effective date of the Agreement.
- b. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design.
- c. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- d. **Prior Use** – The Judiciary reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the Judiciary.

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- e. **Status Reporting** – As applicable, Vendor is required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final solution acceptance.
- f. **Regulations** – All equipment, software and services in the solution must meet all applicable local, State and Federal regulations in effect on the date of this agreement.
- g. **Assignment** – This agreement shall not be assigned except by express prior written consent from the AOC.
- h. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the AOC.

VI. RFP MISCELLANEOUS INFORMATION

A. No Press Releases or Public Disclosure

The AOC must expressly pre-approve in writing any news or broadcast advertising releases concerning this RFP, the resulting agreement, the work performed, or any reference to the Judiciary with regard to any aspect or part of agreement performance.

The AOC will not prohibit or otherwise prevent the awarded Vendor(s) from direct marketing to the other State of Delaware Branches of government, agencies, departments, municipalities, and/or any other political subdivisions. In such direct marketing Vendor is prohibited from using the Judiciary seal or implying preference for the solution provided.

Vendor shall not use the Judicial Branch or State of Delaware's seal in any manner.

B. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may result in disqualification of Vendor's proposal.

C. Production Environment Requirements

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The Judiciary and State of Delaware require that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three (3) other customers, have been in use for at least six (6) months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. ATTACHMENTS

The following attachments and appendixes are part of the solicitation:

- Attachment 1 – Non-Collusion Statement
- Attachment 2 – Exceptions
- Attachment 3 – Confidentiality and Proprietary Information
- Attachment 4 – Business References
- Attachment 5 – Subcontractor Information Form
- Appendix A – Minimum Response Requirements
- Appendix B – Pricing Sheet Sample Form
- Appendix C – Delaware Department of Technology and Information Applicable Links

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Attachment 1

Contract No.: JUD26001-LEGALRSRCH

Contract Title: Professional Services Agreement for Online Legal Research

Deadline to Respond: Friday December 4, 2026, at 4:00 PM (Eastern Time)

NON-COLLUSION STATEMENT

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 2, 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 their organization into a formal contract with the Judicial Branch of the State of Delaware, Administrative Office of the Courts.

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 BID/PROPOSAL TO BE CONSIDERED.

Authorized Representative

Notary

--	--

Attachment 2

Contract Title: Professional Services Agreement for Online Legal Research

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If Vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

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Attachment 3

Contract No.: JUD26001-LEGALRSRCH
Contract Title: Professional Services Agreement for Online Legal Research

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under the Delaware Administrative Office of the Courts Policy on Public Access to Administrative Records.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 4

Contract No. JUD26001-LEGALRSRCH

Contract Title: Professional Services Agreement for Online Legal Research

BUSINESS REFERENCES

List exactly three (3) 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 Judiciary Employee or State of Delaware Employee as a business reference. If you have held a Judiciary or Delaware State contract within the last five (5) years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

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

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

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

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

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

JUDICIARY OR STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 5

SUBCONTRACTOR INFORMATION FORM

Contract Number **JUD26001-LEGALRSRCH**

Contract Title: **Professional Services Agreement for Online Legal Research**

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

Authorized Signature:
Name:
Title:
Date:

Subcontractor

Authorized Signature:
Name:
Title:
Date:

*** Use a separate form for each subcontractor**

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APPENDIX A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each Vendor's solicitation response should contain at a minimum the following information in the order listed below:

1. Transmittal Letter as specified in Section I of the Request for Proposals summarizing the Vendor's interest in providing the professional services and Vendor's qualifications and experience (see Section II, B).
2. The remaining Vendor proposal package shall detail how the Vendor proposes meeting the deliverables listed in Section II, C, as well as any limitation to what the Vendor will review, and provide the timeline, milestones, pricing, and any other pertinent information necessary to evaluate Vendor's proposal as outlines in Section II, D-F. Vendors are encouraged to review the Evaluation criteria identified in Section IV, C, 2.
3. An electronic copy of the completed, signed and notarized non-collusion agreement (See Attachment 1). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.**
4. One (1) completed RFP Exception form (See Attachment 2) – please check box if no information – Form must be included in the solicitation response even if there are no exception to the RFP.
5. One (1) completed Confidentiality Form (See Attachment 3) – please check if no information is deemed confidential – Form must be included in the solicitation response even if no information is deemed confidential.
6. One (1) completed Business Reference form (See Attachment 4) – please provide references other than State of Delaware contacts – Business Reference Form must be included in the solicitation response.
7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 5) for each subcontractor – only provide if applicable.

The items listed above provide the basis for evaluating each Vendor's proposal. **Failure to provide all appropriate information may deem the submitting Vendor as "non-responsive" and exclude the Vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note of it in your submission package.

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APPENDIX B – PRICING SHEET FORM

OPTION 1 – A single, exclusive, economical solution with unlimited access and usage to all users (basic plan)

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

OPTION 2 – A single, exclusive solution with unlimited access and usage to all users and a listing of enhancements, specialized tools, services, or products included in unlimited access and usage (premier plan and/or “Cadillac” plan)

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost

Name/Description of Enhancements, Specialized Tools, Services or Products: _____

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost

Name/Description of Enhancements, Specialized Tools, Services or Products: _____

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost

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Name/Description of Enhancements, Specialized Tools, Services or Products: _____

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost

ADD-ON TO OPTION 1 AND/OR OPTION 2

Name/Description of Specialized Tools, Services, or Products: _____

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost

Name/Description of Specialized Tools, Services, or Publications: _____

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost

Name/Description of Specialized Tools, Services, or Publications: _____

Contract Year	Number of Users Included	Monthly Price Per User	Annual Cost

**APPENDIX C – DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION
APPLICABLE LINKS**

Vendor should review the Delaware Department of Technology and Information's (DTI) policies and terms and conditions available on DTI's website at [Standards and Policies - Department of Technology & Information \(DTI\) - State of Delaware](#). The most pertinent policies/terms and conditions are noted below.

1. [State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement](#) (see page 3 for cyber liability insurance coverage requirements if needed)
2. [Terms and Conditions Governing Cloud Services and Data Usage Policy](#)
3. [Cloud Security Terms and Conditions FAQ](#)
4. [Acceptable Use Policy](#)
5. [Generative Artificial Intelligence Policy](#)
6. [Digital Accessibility Policy](#)