



State of Delaware Family Court

May 14, 2015

ISSUED BY: Leann Summa  
Court Administrator  
302 255 2506

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. JUD-15-101-WORKLOADSTUD**  
**Judicial Workload Study**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

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The contractor's contract shall be valid beginning May 14, 2015 until completion of the project. The contract may not be renewed.

**2. VENDORS**

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Court Consulting Services  
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**3. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

**4. PRICING**

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Prices will remain firm for the term of the contract.

<b>Task</b>	<b>Cost</b>	<b>Total Budgeted Consulting Hours (estimated)</b>	<b>Total Budgeted Days for Site Work (estimated)</b>
1.1. Formation of a JSC	\$896	6	--
1.2. Initial Planning Meeting	\$19,173	96	3 days each/ 3 consultants
2.1. Design of Data Collection Instruments/Preparation of Training Materials	\$9,104	64	--
2.2. On-site Training and Dissemination of Data Collection Materials	\$12,084	66	3 days each/ 2 consultants
2.3. Data Collection and Support	\$10,840	80	--
3. Data Analysis	\$14,024	104	--
4. Sufficiency of Time Survey	\$3,508	28	--
5. Final Meeting of the JSC	\$14,771	72	2 days each/ 3 consultants
6.1. Draft Report	\$8,416	56	--
6.2. Finalize Report	\$6,000	40	--
<b>TOTAL</b>	<b>\$98,816</b>	<b>612</b>	<b>21 days on site</b>

**ADDITIONAL TERMS AND CONDITIONS**

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**5. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**6. PAYMENT**

The Agency will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**7. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by State of Delaware Family Court to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**8. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The ordering agency will place their orders by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number JUD-15-101-WORKLOADSTUD on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**10. REQUIREMENTS**

Conduct a weighted workload assessment/analysis of the Family Court's Judges, Commissioners, law clerks and mediators to enable Family Court to allocate its existing resources efficiently.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

**11. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **12. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **13. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **14. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the State cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

Note to Agency: If any of the language in this template conflicts with the language in the contract, the language in this template may be edited as required.