

April 20, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: VICKI L. MACKLIN
STATE CONTRACT PROCUREMENT OFFICER
302-857-4553

SUBJECT: **AWARD NOTICE, Addendum #1, Effective November 16, 2009**
CONTRACT NO. GSS09144-STENO SRVC V02
Stenographic Reporter Services

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each vendor's contract shall be valid for two (2) years from August 1, 2009 through July 31, 2011. Each contract may be renewed for two (2) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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VENDOR A

Wilcox & Fetzer, Ltd.
1330 King Street
Wilmington, DE 19801
Contact: Rebecca Laurenzi
Phone: 302-655-0477
Fax: 302-655-0497
Federal E.I.#: 51-0318885
Email: rlaurenzi@wilfet.com

VENDOR B

Corbett Reporting – A Veritext Company
230 North Market Street
Wilmington, DE 19801
Contact: Jennifer Smolko
Phone: 302-571-0510
Fax: 302-571-1321
Federal E.I.#: 20-3132569
Email: jmolko@corbettreporting.com

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY OF TRANSCRIPTS:

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All transcripts requested will consist of an original and one (1) copy. Normal delivery of completed transcripts will be seven (7) calendar days from date of hearing or deposition. Extenuating circumstances may require delivery of transcripts sooner and will be stated at time of ordering. If delivery of transcript is not completed within the specified delivery schedule, the cost for such transcript will be reduced by five percent (5%) for each delayed day of delivery. Total reduction in cost will not be less than five percent (5%) nor more than fifty percent (50%). All transcripts will be delivered to a

specific location designated by the ordering agency at time of order. If transcripts are requested after an assignment is completed, delivery schedule of said transcripts will be negotiated and all penalties are hereby waived.

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6. ELECTRONIC VERSION:

Electronic version to be provided to the ordering agency upon request for each transcript.

7. ELECTRONIC FORMAT:

Electronic format may be specified by ordering agency and may include ASCII, Word Perfect, Microsoft Word, E transcript, and Zip.

8. NOTARY SERVICES:

Reporting personnel shall be capable of and have the authority to administer oaths in the State of Delaware and affix State of Delaware Notary Service Seals when required.

9. PRICING:

Prices will remain firm for the term of the contract year.

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VENDOR A

Wilcox & Fetzer, Ltd.
 1330 King Street
 Wilmington, DE 19801
 Phone: (302) 655-0477
 Contact: Rebecca Laurenzi
 rlaurenzi@wilfet.com
 Fed E.I.#: 51-0318885

SECTION I	TYPE OF SERVICE /ATTENDANCE	PSC	PRO REG	DNREC	OTHER AGENCIES
A.	Full day - no transcription (7 hrs w/ 1 hr. break)	\$400.00	\$325.00	\$350.00	\$325.00
B.	Full day - w/transcription No. of pages of transcription included	\$400.00 (66 pgs.)	\$325.00 (66 pgs.)	\$350.00 (67 pgs.)	\$325.00 (66 pgs.)
C.	Half Day - no transcription	\$250.00	\$175.00	\$195.00	\$175.00
D.	Half Day - with transcription No. of pages transcription included	\$250.00 (41 pgs.)	\$175.00 (35 pgs.)	\$195.00 (37 pgs.)	\$175.00 (35 pgs.)
E.	Evening - no transcription	\$325.00	\$200.00	\$275.00	\$200.00
F.	Evening - with transcription No. of pages of transcription included	\$325.00 (50 pgs.)	\$200.00 (37 pgs.)	\$275.00 (48 pgs.)	\$200.00 (37 pgs.)

FULL DAY - 9:00 A.M. TO 5:00 P.M. (1 HR. LUNCH)

HALF DAY - 9:00 A.M. TO 12:00 P.M. OR
1:00 TO 5:00 P.M. (3HR. MINIMUM)

EVENING - AFTER 5:00 P.M. (3HR. MINIMUM) BEYOND
3 HRS. TO BE BILLED AT EVENING HOURLY RATE.

9. **PRICING:** (continued)

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VENDOR A

WILCOX & FETZER, LTD.

SECTION II	TRANSCRIPT COST PER PAGE (IN EXCESS OF PGS. INCLUDED ABOVE - MINIMUM OF 24 LINES PER PAGE)	PSC	PRO REG	DNREC	OTHER AGENCIES
A.	Daily - same day or before 9:00 a.m. next morning	\$12.60	\$10.40	\$11.03	\$10.40
B.	Next Day - delivery before end of Business the following day	\$12.00	\$9.90	\$10.50	\$9.90
C.	2 Day - delivery before end of the second business day	\$10.50	\$8.67	\$9.19	\$8.67
D.	3-5 Day - delivery before the end of the fifth business day	\$7.50	\$6.19	\$6.57	\$6.19
E.	7 Day - delivery before end of the 7th calendar day	\$6.00	\$4.95	\$5.25	\$4.95
F.	Evening - with transcription No. of pages of transcription included (7 Day delivery)	\$6.50	\$5.45	\$5.75	\$5.45

9. **PRICING: (continued)**

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VENDOR A

WILCOX & FETZER, LTD.

Quantity	Description	Unit Price	Quantity	Unit Price	Quantity	Unit Price
1.	1 - 2	100.00	75.00	90.00	75.00	
	2 - 3	200.00	150.00	180.00	150.00	
1.	2 - 1					
	2 - 3					
1.	3 - 1					
	3 - 2					
1.	**	200.00	150.00	180.00	150.00	
1.	3 1/2 " ()	*	*	*	*	
1.		90.00	60.00	80.00	60.00	
1.		110.00	75.00	95.00	75.00	

** No charge for CD/Diskette in lieu of hard copy.

*No charge for CD/Diskette in lieu of hard copy.

9. **PRICING:** (continued)

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VENDOR B

Corbett Reporting – A Veritext Company
230 North Market Street
Phone: (302) 571-0510
Wilmington, DE 19801
Contact: Jennifer Smolko
jsmolko@corbettreporting.com
Fed E.I.#: 20-3132569

SECTION I	TYPE OF SERVICE/ ATTENDANCE	PSC
A.	Full day – no transcription (7 hrs w/ 1 hr. break)	\$290
B.	Full day - w/ transcription No. of pages of transcription included 20 pages	\$290
C.	Half Day – no transcription	\$150
D.	Half Day – with transcription No. of pages of transcription included 10 pages	\$150
E.	Evening - no transcription	\$230
F.	Evening - with transcription No. of pages of transcription included 10 pages	\$230

FULL DAY - 9:00 A.M. TO 5:00 P.M. (1 HR. LUNCH)

HALF DAY - 9:00 A.M. TO 12:00 P.M. OR
1:00 TO 5:00 P.M. (3HR. MINIMUM)

EVENING - AFTER 5:00 P.M. (3HR. MINIMUM) BEYOND
3 HRS. TO BE BILLED AT EVENING HOURLY RATE.

9. **PRICING:** (continued)

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VENDOR B

CORBETT REPORTING

SECTION II	TRANSCRIPT COST PER PAGE ((IN EXCESS OF PAGES INCLUDED ABOVE - MINIMUM OF 24 LINES PER PAGE)	PSC
A.	Daily - same day or before 9:00 a.m. next morning	\$9.26
B.	Next Day – delivery before end of Business the following day	\$9.10
C.	2 Day - delivery before end of the second business day	\$7.77
D.	3-5 Day – delivery before the end of the fifth business day	\$6.57
E.	7 Day – delivery before end of the 7 th calendar day	\$5.25
F.	Evening – with transcription No. of pages of transcription included	\$5.75

9. **PRICING:** (continued)

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VENDOR B
CORBETT REPORTING

SECTION III	TRAVEL – (ROUND TRIP)	PSC
A.	Zone 1 – Zone 2	\$61
	Zone 2 – Zone 3	\$162
B.	Zone 2 – Zone 1	\$
	Zone 2 – Zone 3	\$77
C.	Zone 3 – Zone 1	\$
	Zone 3 – Zone 2	\$
□□□□□□□□ □	□□□□□□□□□□	□□□
□.	3 ½ " (□□□□□□□)□□	□□
SECTION V	ADDITIONAL HOURS	PSC
A.	Daytime	\$61
B.	Evening	\$88

ADDITIONAL TERMS AND CONDITIONS

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10. 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.

11. PAYMENT:

The agencies or school districts involved 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.

12. 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 Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

13. 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. Each agency is responsible for placing their orders and may be accomplished 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. GUARANTEE:

Successful bidder will pre-screen and guarantee that all stenographic reporters will satisfactorily perform the duties required. All charges for unsatisfactory work will be canceled and a replacement will be furnished. Each agency will have the option to interview an applicant prior to placement.

19. REPORTERS QUALIFICATIONS:

All stenographic reporters will have a high school diploma and have graduated from a stenographic reporting school, accredited by a National Stenographic Reporters Association or graduation from an approved business school or university having a stenographic reporting curriculum; or shall have attained the equivalency of four (4) years experience as a stenographic reporter; be able to make an accurate verbatim record at a minimum of 225 words per minute.

The Offeror shall submit, with this bid package, certification of accreditation and/or experience of the proposed stenographic reporters that will be utilized for assignment.

Successful vendor will be required to submit to the ordering State Agency, upon request, certification of accreditation and/or experience of a stenographic reporter prior to the assignment.

20. QUALITY OF TRANSCRIPTS:

All original transcripts and each copy thereof must be legible and a complete transcription of the proceedings which accurately reflects the full and complete verbatim record free from transcription, typographical, and other errors or defects.

All transcripts must be proof-read by the reporter taking the testimony, to insure complete accuracy. More than one inconsequential error (e.g. "thier" instead of "their") per 100 words of transcription shall be deemed unsatisfactory transcription.

Under no circumstances will faintly printed copies be acceptable.

21. RESPONSE TIME:

The successful vendor will be given forty-eight (48) hours to fill a job order from the date of its placement. In the event that the successful vendor cannot fill the job order within forty-eight (48) hours, the requesting agency reserves the right to cancel the order and place it with another vendor. It is the State's intention, in all cases where possible and regardless of the size of the order, to provide timely and reasonable notice to the vendor concerning orders placed with them.

22. TRANSCRIPT SPECIFICATIONS:

NOTE: Transcript specifications may vary depending on the Department or Division requiring them. The transcript specification in the Special Provisions is a requirement currently required by a state department and is followed when completing the Bid Quotation Section, "Transcript Per Page Cost", for bidding purposes.

- (a) All proceedings shall be typed or printed on pages 8-1/2" by 11" in size (clean cut edges), contain a minimum of twenty-four (24) lines numbered at the left margin, with left-hand margins not exceeding 1-3/4" inches and a maximum right-hand margin of 1/2" inch.
- (b) The original transcript and each copy shall be legible without any interlineation materially defacing the transcript. The contractor shall type transcript with a minimum of nine (9) letters to the inch and a minimum of twenty-four (24) lines of transcript text to the page, exclusive of any heading or footing. Typing shall be double-spaced on the page with not more than a double space between paragraphs. Whenever speech is continuous, requiring more than one line, typing of the text on every line after the first shall begin at the left ruled marginal line and continue as close as possible to the right ruled marginal line. Typing of each line of speech shall begin not more than five (5) spaces after the designation (e.g."Q"). Each designation of a speaker shall begin not more than fifteen (15) spaces from the left-hand margin.
- (c) Quoted material shall begin no more than fifteen (15) spaces from the left-hand margin, with carry-over lines to begin no more than ten (10) spaces from left-hand margin, and carried as close as possible to the right-hand margin.
- (d) Questions and/or answers read back by the reporter shall not be retyped in the transcript if appearing on the same page in the record
- (e) Paragraphs, and parentheticals, and exhibit descriptions shall begin not more than fifteen (15) spaces from the left-hand margin, with all carry-over lines beginning at the left-hand margin.

In addition to the twenty-four (24) line contents, each page of testimony shall carry above the top margin the last name of the witness and the mode of examination being conducted.

- (f) Each volume of a transcript will contain a title page or pages, show the caption of the case, case number, time, date and location of the proceeding, presiding official or officials, name of party or parties appearing in the proceeding and the organization represented, and the name of the stenographic reporter or reporters. Each transcript volume shall contain an index indicating the name of the witness and the name(s) of attorney examining said witness, with appropriate references to page numbers. The index shall also contain a list of exhibits identified and/or introduced into evidence, with appropriate references to page numbers.

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22. TRANSCRIPT SPECIFICATIONS: cont.

- (g) Each page and volume in any one proceeding shall be numbered consecutively and shall follow consecutively in subsequent pages and volumes. Each volume shall have a front and back cover of clear, firm transparent plastic and bound with removable bards, or other satisfactory binding. **The agency may request that no binding be used for reports.**