



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 30, 2013

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

FROM: Pamela Barr
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: **AWARD NOTICE –Addendum #5, Effective October 7, 2016**
CONTRACT NO. GSS13144A-STENO_SRVC

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KEY CONTRACT INFORMATION**

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

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, 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 October 1, 2013 through September 30, 2015. Each contract may be renewed for three (3) additional one (1) year extension periods 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.

Addendum # 1 extends the contract for one (1) additional year through September 30, 2016.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three (3) months after the term of the full contract has been completed.

Addendum #4 extends the contract for one (1) month through October 31, 2016.

Addendum #5 extends the contract for one (1) month through November 30, 2016.

3. VENDORS

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VENDOR A	VENDOR B
GSS13144A-STENO_SRVCV03 Next Generation Reporting, LLC Wilcox & Fetzer 1330 King Street Wilmington, DE 19801 Contact: Rebecca Laurenzi Phone: 302-655-0477 Fax: 302-655-0497 Email: rlaurenzi@wilfet.com FSF # 0000271852	GSS13144A-STENO_SRVCV02 ubiQus 22 Cortlandt Street, Suite 802 New York, NY 10007 Contact: Rachel Breyer Phone: 212-346-6627 Fax: 888-412-3655 Email: rbreyer@ubiquis.com FSF # 0000188091

4. SHIPPING TERMS

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

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.

Effective April 18, 2016, The State of Delaware Department of Justice – Sussex County requires only one (1) original copy of each transcript.

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

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

Please see the 'Pricing Spreadsheet' for a full listing of contract pricing schedules.

ADDITIONAL TERMS AND CONDITIONS

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10. BILLING

The 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

Vendors 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.
- 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 or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

18. GUARANTEE

Vendor will pre-screen and guarantee that all stenographic reporters and transcriptionists 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/TRANSCRIPTIONISTS 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.

Transcription from video and/or audio tapes to meet all standard requirements as outlined in section, 'III. Technical Specifications'.

Vendors 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. 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) Paragraph, parenthetical, 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.
- (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.**