



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 28, 2020

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS20144-STENO_SVC
Stenographic Reporter and Transcription Services

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
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) year period from December 1, 2020 through November 30, 2022. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

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

3. VENDORS

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GSS20144-STENO_SVCV01 Ad Astra, Inc. 8701 Georgia Ave., #800 Silver Spring, MD 20910 POC: Vadim Petrov PH: 301-408-4242, ext. 121 EM: Vadim@ad-astrainc.com FSF: 0000246278 Award: Both Services	GSS20144-STENO_SVCV02 eScribers 7227 N. 16 th Street, Suite 207 Phoenix, AZ 85020 POC: Jennifer Erickson PH: 602-723-5555 EM: jerickson@escribers.net FSF: 0000387384 Award: Transcription Services
GSS20144-STENO_SVCV03 Veritext Legal Solution 300 Delaware Avenue, Suite 815 Wilmington, DE 19801 POC: Christa Chakejian PH: 215-446-8821 EM: cchakejian@veritext.com FSF: 0000006729 Award: Both Services	GSS20144-STENO_SVCV04 Wilcox & Fetzer 1330 King Street Wilmington, DE 19801 POC: Rebecca Laurenzi PH: 302-655-0477 EM: rlaurenzi@wilfet.com FSF: 0000472848 Award: Stenographic Reporter

4. 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.

- a) Transcripts that required corrections must be update and returned within five (5) working days.
- b) Transcripts that are not received by the State will be considered lost and will be replaced by the vendor within five (5) working days at no cost to the State.
- c) The Sussex County Department of Justice requires only one (1) original copy of each transcript.
- d) When proceedings involve both the Division of the Public Advocate (DPA) and the Public Service Commission (PSC), one (1) original and one (1) copy shall be delivered to both agencies.
- e) Division of the Public Advocate (DPA) and the Public Service Commission (PSC) will refer all requests for copies of transcripts directly to the vendor for fulfillment.

5. ELECTRONIC VERSION

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Electronic version to be provided to the ordering agency upon request for each transcript. Delivery of electronic files should be done through an email with a link that requires a secure log in to receive the completed transcript. This will apply to all originals and corrections. Files must never be sent as an attachment to an email.

6. PRICING

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Prices will remain firm for the term of the contract year. Refer to associated Pricing Spreadsheet for rates.

ADDITIONAL TERMS AND CONDITIONS

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7. 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.

8. 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.

9. 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.

10. 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.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS20144-STENO_SVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

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.

13. 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.

14. 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.

15. 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.

16. 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>.