

# Request for Proposals

For

## TELECOMMUNICATIONS RELAY AND CAPTIONED TELEPHONE SERVICES

PROJECT NO. F50B2400063



## DEPARTMENT OF INFORMATION TECHNOLOGY

Issue Date: April 30, 2012

### NOTICE

Prospective Offerors who have received this document from the Department of Information Technology's Web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide its name and mailing address so that amendments to the RFP or other communications can be sent to them.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

**STATE OF MARYLAND  
NOTICE TO OFFERORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please fax this completed form to: 410-260-7662 to the attention of Edward Bannat.

**Title: TELECOMMUNICATIONS RELAY AND CAPTIONED TELEPHONE SERVICES**

**Project No: F50B2400063**

1. If you have responded with a "no proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. **(Explain in REMARKS section.)**
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. **(Explain in REMARKS section.)**
- We cannot be competitive. **(Explain in REMARKS section.)**
- Time allotted for completion of the proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. **(Explain in REMARKS section.)**
- Proposal requirements (other than specifications) are unreasonable or too risky. **(Explain in REMARKS section.)**
- MBE requirements. **(Explain in REMARKS section.)**
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. **(Explain in REMARKS section.)**
- Payment schedule too slow.
- Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

**REMARKS:**

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Offeror's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request For Proposals**

**Telecommunications Relay and Captioned Telephone Services**

**PROJECT NUMBER: F50B2400063**

**RFP Issue Date:** April 30, 2012

**RFP Issuing Office:** Maryland Department of Information Technology

**Procurement Officer:** Edward Bannat  
**Office Phone:** (410) 260-7662  
**Fax:** (410) 974-5615  
**E-mail:** Edward.Bannat@maryland.gov

**Proposals are due to:** Maryland Department of Information Technology  
45 Calvert Street, Room  
Annapolis, MD 21401  
**Attention:** Edward Bannat  
**Date:** Monday July 16<sup>th</sup>, 2012 at 2:00PM Local Time

**Pre-Proposal Conference:** Thursday May 17, 2012 10:00AM – 12:00PM Local Time  
Maryland Department of Information Technology  
TAM Conference Room, Suite 1008A  
301 W. Preston Street  
Baltimore, MD 21201

**Closing Date and Time:** Monday July 16<sup>th</sup>, 2012 at 2:00PM Local Time

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Maryland Department of Information Technology (DoIT), Telecommunications Access of Maryland (TAM), in consultation with the Governor's Advisory Board for Telecommunications Relay, is seeking a Contractor to provide cost-effective, unrestricted 24 hours a day, 365/6 days a year Telecommunications Relay Service (TRS) and Captioned Telephone Services (CTS) for citizens that are hearing and speech disabled in Maryland, also referred to as the Maryland user community. This RFP is applicable to calls processed over or connected to the PSTN and specifically excludes Internet based Relay Services (iTRS). Therefore, the primary focus of this RFP is to ensure that the needs of the Maryland user community within the State of Maryland are met.
- 1.1.2 This RFP is divided into two (2) functional areas. A Contractor shall be selected for each of the two (2) functional areas below:
- A) **Functional Area I** – TRS for Traditional Relay Call Types. This service allows persons with hearing or speech disabilities to place and receive telephone calls over the PSTN.  
The State seeks a TRS provider capable of providing Statewide TRS for Traditional Relay Call Types at a comparable level of access and quality that standard telephone service is provided to a person without a hearing or speech disability, consistent with Title IV of the Americans with Disabilities Act as codified at FCC 47 C.F.R § 64.601 - § 64.606, § 64.611, and § 64.613, and State Finance and Procurement Article, Title 3A Subtitle 501-606. See Section 3.2 - Functional Area I – TRS, and Section 3.4 for General Project Requirements.
  - B) **Functional Area II** – Statewide Captioned Telephone Service: This service displays every word a caller says throughout a conversation. Users of this service can listen to the other party and simultaneously read the written captions in a display window on their captioned telephone.  
The State seeks a Contractor to provide Captioned Telephone Service that shall meet all provisions of Federal Communication Commission's CC Docket No. 03-123 Declaratory Ruling inclusive of current waivers. See Section 3.3 - Functional Area II – Captioned Telephone Services captioned telephone equipment will not be purchased as part of the Contract awarded as a result of this solicitation.
- 1.1.3 Offerors may propose to one or both Functional Areas (I and/or II).
- 1.1.4 DoIT intends to award two contracts, one for each Functional Area (Each Functional Area is also inclusive of the general project requirements noted in Section 3.4), to the Offeror(s) whose proposal is deemed most advantageous to the State.

### 1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below. Depending on the context of the sentence, some terms are noted in a similar word order, but have the same meaning (Example: Baud or Baudot):

1. **7-1-1** – The three-digit dialing code that connects a caller within the State of Maryland to one of the toll free numbers dedicated to Maryland Relay.
2. **Abandoned Calls** - An inbound call that is received at the provider/Contractor’s switch but is not delivered to/answered by an operator.
3. **ADA Title IV / FCC Requirements - Title IV of the Americans with Disabilities Act (ADA)** - Telecommunications services for Deaf, hard-of-hearing, and speech- disabled individuals codified at 47 U.S.C. § 225. A current copy may be found at: [www.fcc.gov/cgb/dro/title4.html](http://www.fcc.gov/cgb/dro/title4.html).
4. **ANI** – Automatic Number Identification.
5. **ASL** – American Sign Language.
6. **ASL Gloss** – When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss.
7. **Average Speed of Answer (ASA)** – The time from when the inbound call is accepted by the Relay provider’s switch until the time the call is delivered to, and answered by, an operator ready to process the call. Measurement of speed of answer continues until the accepted call is either abandoned or answered by a live operator ready to relay the call. This does not include a live operator or other individual answering the call to determine call mode or for any other reason except the immediate initiation of the actual outbound call out-dial and relaying of the call. Abandoned calls are included in the calculation of ASA. ASA is calculated on actual calls accepted by the Maryland switch no matter where the call is routed. Weighted averages are not allowed.  
ASA shall be measured by an average of actual answer times calculated as: the sum of all individual call answer times divided by the number of inbound calls (including, by way of example only, abandon calls), not by periodic sampling, nor by an average of averages. Weighted averages are not allowed.
8. **Baud or Baudot** – A measure of transmission speed related to TTY Transmission over an analog phone line.
9. **Blocked Call** - Any call that arrives at the Provider’s switch that is not answered by a live operator ready to process the call within 90 seconds, or a customer receiving a busy signal.
10. **CA** – Communication Assistant also referred to as Operator - Individuals that facilitate telephone calls between people with hearing and speech disabilities and other individuals. The federal government refers to these individuals as Communications Assistants (CA) in the Federal regulations that are referenced herein. The State of Maryland refers to these individuals as Operators.
11. **Called Party** – The outbound leg of a Relay call. The person being called by the inbound leg or calling party.
12. **Calling Party** - The inbound leg of a Relay call. The person placing the outbound call to the called party.
13. **Call Setup** – The time period beginning when the call is accepted by the Contractor’s switch until an operator begins to relay the call.
14. **Call Wrap Up** – The time beginning when the one party disconnects until the time both parties are disconnected.
15. **CLEC** – Competitive LEC.
16. **Communication Access Real-time Translation (CART)** -The instant translation of the spoken word into English text using a stenotype machine, notebook computer, and real-time software.
17. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).



18. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A-The State’s Contract.
19. **Contract Manager (CM)** – The State representative for the resulting Contract that serves as the manager that monitors the daily contractual activities of the contract and provides contractual guidance to the Contractor(s). DoIT may change the CM at any time by written notice to the Contractor(s).
20. **Contractor** – The selected Offeror that is awarded a Contract by the State.
21. **CTS** – Captioned Telephone Service.
22. **DoIT** – The Maryland Department of Information Technology.
23. **Department** – “Department” means the, Maryland Department of Information Technology, Telecommunications Access of Maryland.
24. **Emergency Call** – When the inbound caller requests 9-1-1 or any emergency hotline.
25. **Emergency Operations Situation** – When an event such as flood, major snowstorm, etc., or major catastrophe such as extended power outage, etc., has rendered the Maryland Relay Center totally inoperable, or inaccessible to employees.
26. **ESN** – Electronic Serial Number.
27. **FCC** – Federal Communications Commission.
28. **FCC TRS Regulations** – Refers to 47 C.F.R. § 64.601 - 64.605 as amended from time to time which can be found at [www.fcc.gov](http://www.fcc.gov).
29. **Fluent** – Ability to write and speak easily, smoothly and expressively.
30. **Functionally Equivalent** – The functionality of accessing a product, feature or service via Relay that will not require any additional steps preceding, during, or proceeding the substitute equipment or service than would be required on a direct call from the same number.
31. **Functionally Equivalent CTS** – Performance in a CTS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need CTS for effective telecommunications.
32. **Functionally Equivalent TRS** – Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective telecommunications.
33. **Fully Loaded Rates** - The inclusion in labor category billing rates of all profit (fee), direct and indirect costs associated with performing under the RFP’s resulting contract. The indirect costs shall include all costs that would normally be considered General and Administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the contract.
34. **ILEC** – Incumbent LEC.
35. **Inbound call** – The call placed by the party initiating the call into any of the designated access numbers used to contact Maryland Relay. Also known as the calling party.
36. **Internet Protocol Relay Service or IP Relay Service** – Text to voice Relay. Text is typed on a computer or wireless device accessing the Internet to contact a Relay operator who then places an outbound landline call to the called party.
37. **iTRS** – Internet Telecommunications Relay Service
38. **IXC** – Inter-exchange carrier.
39. **LEC** – local Exchange Carrier.
40. **Local Phone Service** – LEC, ILEC, CLEC, VoIP or any other type of local phone service.
41. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.

42. **Maryland Relay Call** – Any inbound call initiated by accessing one of the dedicated Maryland Relay 800 numbers directly or by 7-1-1 within Maryland or any resulting outbound calls.
43. **Maryland Relay Center** – The Relay Center that has been selected by the Contractor to act as the primary center for processing the Maryland Relay calls.
44. **Maryland User Community** – Maryland’s citizens who are hearing and/or speech-disabled and Maryland’s hearing Relay users.
45. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
46. **Non-Traditional TRS Call Types** – Call types other than those defined in the Traditional TRS Call Types.
47. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. (local time) Monday through Friday except State Holidays, which can be found at: [www.DBM.maryland.gov](http://www.DBM.maryland.gov) - keyword State Holidays.
48. **NPA/NXX** - The first six digits of a North American telephone number; the area code (NPA) and exchange (‘XXX’).
49. **Offeror** – An entity that submits a proposal in response to this RFP.
50. **Operations** - The Contractor’s division that has responsibility for the technical operation and processing of calls at the Relay Center to include, but not be limited to the staffing and supervision.
51. **Operator** - Individuals that facilitate telephone calls between people with hearing and speech disabilities and other individuals. The federal government refers to these individuals as CA in the Federal regulations that are referenced herein.
52. **Outbound call** – The call placed from the Maryland Relay Center to the party being called by the inbound caller. Also known as the called party.
53. **P.01** – The standard upon which blockage is measured. One call in one hundred can be blocked, so the system is designed to meet this criterion.
54. **POC** – Point of Contact.
55. **Primary Center** – Maryland does not require an in-state center. Contractor chooses, with the permission of the State, the primary center through which a minimum of 90% of all Maryland Relay Calls are processed. (See Maryland Relay Center above).
56. **Procurement Officer (PO)** -The procurement officer is responsible for the solicitation and the follow-on Contract, determining scope issues, and is the only State representative that can authorize changes to the Contract. DoIT may change the PO at any time by written notice to the Contractor.
57. **Project Manager (PM or State PM)** – The State representative that is primarily responsible for the technical management of this project and who is the only State representative wherein the Contractor may receive binding technical direction. DoIT may change the PM at any time by written notice to the Contractor.
58. **PSAP** – Public Safety Answering Point - A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 C.F.R. 64.3000(c).
59. **PSC** – Public Service Commission.
60. **PSTN** – Public Switched Network
61. **Regionally Directed Toll Free Number** – An outbound line that receives an inbound ANI and directs the call to a specific location.
62. **Request for Proposals (RFP)** – This Request for Proposals for the Maryland Department of Information Technology, Project Number **F50B2400063**, including any amendments.

- 63. **Rolka Loube Saltzer Associates** – As contracted by the FCC, the company that administers the Interstate TRS Fund.
- 64. **Session Minute**- The period that includes the time the operator is dedicated to the call until the time the operator is disconnected from both parties measured to each 6-second increment. This period shall include the set-up and wrap-up time of the call.
- 65. **SS7 – Equivalent System-Common Carrier Signaling System 7** – A system that is equivalent or higher than SS7 technology.
- 66. **STS (Speech-to-Speech)** – Speech-to-Speech provides an operator to voice clearly for customers with speech that is not easily understood over the phone.
- 67. **Standard Phone** – Telephonic device used in standard voice to voice calls that do not require additional equipment or accommodation.
- 68. **State** – “State” means the State of Maryland.
- 69. **TAM** - Telecommunications Access of Maryland.
- 70. **Translation/Interpretation** – Voice ASL gloss into spoken English or type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.
- 71. **TRS** – Telecommunications Relay Service.
- 72. **Traditional TRS Call Types** – include all of the following services transported over the PSTN as these services are described in RFP Section 3.2.5.15 Text-to-Voice TTY-based TRS, (ii) Voice Carry Over (VCO), (iii) Hearing Carry Over (HCO), (iv) Speech-to-Speech (STS) Relay, (v) Shared Non-English Language Relay Service, (vi) 2-Line HCO, (vii) 2-Line VCO, and (viii) Voice-To-Text.
- 73. **TSP** – Telecommunications Service Priority Program as described in depth at: [http://tsp.ncs.gov/about\\_tsp.html](http://tsp.ncs.gov/about_tsp.html)
- 74. **TTY** – Refers to TTY, TDD, or any Text device used for telephone communication.
- 75. **Verbatim Non-ASL Call** – The Relaying of a call that includes all information typed or spoken to the other party without eliminating, re-phrasing, or paraphrasing that information
- 76. **Verbatim ASL Call** – The verbatim interpretation of a call involving the two languages, ASL and English. The grammar and meaning of each language is to be conveyed verbatim in both the source and target language.
- 77. **Visually-Assisted Speech-to-Speech** – Allows STS users to access the Relay Center by a telephone connection and provide specific call detail information via a supplemental video link.
- 78. **VoIP** – Voice over Internet Protocol
- 79. **VRS** –Video Relay Service (VRS) is a form of TRS that enables persons with hearing disabilities who use American Sign Language (ASL) to communicate with voice telephone users through video equipment, rather than through typed text.

**1.3 Contract Type**

The Contract(s) that results from this RFP shall be an Indefinite Quantity Contract with Fixed Unit Prices in accordance with COMAR 21.06.03.02 and 21.06.03.06.

**1.4 Contract Duration**

The term of this Contract shall be for a term of five years and shall commence on or about June 1, 2013 and shall terminate on May 31, 2018.

## 1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Edward Bannat  
Maryland Department of Information Technology  
Procurement  
45 Calvert Street, Room 445  
Annapolis, Maryland 21401  
Telephone: 410-260-7662  
Fax Number: 410-974-5615  
E-mail: Edward.Bannat@maryland.gov

DoIT may change the Procurement Officer at any time by written notice.

## 1.6 State Contract Manager and Project Manager

A) The contact in the State for purposes of the follow-on Contract is the State Contract Manager is:

Brenda Kelly-Frey, Director  
Maryland Department of Information Technology  
Office of Information Technology  
301 West Preston Street, Suite 1008A  
Baltimore, MD 21201  
Telephone: 410-767-5891  
VP – 866-348-7705  
Fax No.: 410-767-4276  
Email: Brenda.Kelly-Frey@maryland.gov

DoIT may change the State Contract Manager at any time by written notice.

B) The contact in the State for purposes of the follow-on Project Manager who will give technical direction and receive all deliverables as the State Project Manager is:

Pam Stewart  
Maryland Department of Information Technology  
Office of Information Technology  
301 W. Preston Street, Suite 1008A  
Baltimore, Maryland 21201  
Telephone: 410-767-6970  
VP – 866-348-7705  
Fax Number: 410-767-4276  
Email: Pam.Stewart@maryland.gov

DoIT may change the State Project Manager at any time by written notice.

## 1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on **May 17, 2012**, beginning at **10:00 AM – 12:00PM** (Local Time), in Suite 1008, 301 W. Preston, Baltimore, MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of its proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

The Conference will be transcribed and/or the State will arrange for CART. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the pre-proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please email or fax the Pre-Proposal Conference Response Form to the attention of Edward Bannat at Edward.Bannat@maryland.gov / (410) 974-5615 with such notice **no later than 3:00 PM on Thursday May 10, 2012**. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. Sign language interpretation will be provided upon request. In addition, if there is a need for other special accommodations due to a disability, please call no later than **Thursday May 3, 2012**. DoIT will make a reasonable effort to provide such special accommodation.

## 1.8 Questions

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. To the extent possible and as appropriate, such questions will be answered at the Pre-Proposal Conference. (No substantive question(s) will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. To the extent possible and as appropriate, these questions will be answered at the Pre-Proposal Conference.

Written questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all prospective Offerors who are known to have received a copy of the RFP.

## 1.9 Proposal Due (Closing) Date

An unbound original, plus five (5) copies, and electronic versions of the paper submission copy on CD (See Section 4.2.) of the Offeror's proposal must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **July 16, 2012 at 2:00 PM** (Local Time), in order to be considered.

Requests for extension of this date or time shall not be granted. Offerors mailing its proposal should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the closing time and date will not be considered.

Proposals delivered by email or facsimile shall not be considered.

#### **1.10 Duration of Proposed Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by an Offeror's written agreement.

#### **1.11 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DoIT Procurement web page and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

#### **1.12 Cancellations; Acceptance; Minor Irregularities and Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

#### **1.13 Oral Presentation/Discussions**

Offerors will be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately two weeks after the proposal due date.

As part of the oral discussions, the State Evaluation Team will complete site visits of the proposed center(s) to be utilized for Maryland Relay. See Section 4-Proposal Format, and Section 5-Evaluation Criteria and Selection Process for further details.

#### **1.14 Incurred Expenses**

The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

#### **1.15 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

#### **1.16 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### **1.17 Multiple or Alternate Proposals**

An Offeror may not submit more than one proposal for each Functional Area. Alternate proposals shall not be accepted.

Submitting an offer for both Functional Areas is not considered a multiple proposal. See also Section 4 – Proposal Format.

#### **1.18 Public Information Act Notice**

An Offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

#### **1.19 Offeror Responsibilities**

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors must be identified and a complete description of its role relative to the proposals must be included in the Offeror's proposal. Additional information regarding MBE Subcontractors is provided under paragraph 1.33 below.

If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

#### **1.20 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected.

#### **1.21 Proposal Affidavit**

A completed Bid/Proposal Affidavit must accompany the proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

#### **1.22 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit need not be submitted with an Offeror's proposal but must be provided within five (5) business days of notice of Contract award.

#### **1.23 Arrearages**

By submitting a response to this solicitation, the Offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the Contract award.

#### **1.24 Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

#### **1.25 No Offer Statement**

Vendors not responding to this solicitation are requested to submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page.



### 1.26 Conflict of Interest

If the Procurement Officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject an offer under COMAR 21.06.02.03B. The form found in Attachment L-Conflict of Interest Affidavit must be submitted with each Offeror's Technical Proposal.

### 1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

### 1.28 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract a person may not willfully:

- (1) falsify, conceal, or suppress a material fact by any scheme or device;
- (2) make a false or fraudulent statement or representation of a material fact; or
- (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

### 1.29 eMarylandMarketplace

eMarylandMarketable (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DoIT web site ([www.doit.maryland.gov](http://www.doit.maryland.gov)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.

This means that all such information is immediately available to eMM subscribers. Because of the instant access afforded by eMM, all Offerors interested in doing business with State agencies should subscribe to eMM.

**In order to receive a Contract award, an Offeror must be registered on eMM.**

### 1.30 Non-Visual Access

By submitting an offer, the Offeror warrants that the information technology offered under the offer (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Regulation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - using keyword ‘nva.’

### 1.31 Electronic Funds Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror/Contractor must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. See Attachment ‘M’. The COT/GAD X-10 form can be also downloaded at:

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

### 1.32 MBE Subcontract Participation Goal for FUNCTIONAL AREA I

A minority business enterprise subcontractor participation goal of one percent (1%) has been established for this procurement for **FUNCTIONAL AREA I-Telecommunications Relay Service for Traditional Relay Call Types**. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in **Attachment D** of this RFP for Functional Area I (only). Subcontractors used to meet the minority business enterprise goal of this RFP must be identified in the Offeror’s proposal.

*Questions or concerns regarding the MBE requirements of this solicitation must be raised before receipt of initial proposals.*

**Attachments D-1 and D-2 must be submitted with an Offeror’s proposal. Failure to submit these completed attachments will eliminate an Offeror from further consideration.**

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P.O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

### **1.33 MBE Subcontract Participation Goal for FUNCTIONAL AREA II**

No Minority Business Enterprise (MBE) subcontractor participation goal has been established for this solicitation for FUNCTIONAL AREA II-Statewide Captioned Telephone Service.

Please note that the MBE requirements specified in Attachment D of this RFP do not apply to offers submitted for Functional Area II.

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## SECTION 2 - OFFEROR MINIMUM QUALIFICATIONS

Offerors shall meet the following minimum qualifications for the applicable functional areas being proposed.

### 2.1 Functional Area I - Telecommunications Relay Service for Traditional Relay Call Types

#### 2.1.1 Evidence or Supporting Documentation

The Offeror shall provide, as part of its proposal, evidence or supporting documentation to prove that all of its and/or subcontractor's associated circuits that are utilized to process calls in any Relay Center owned or operated by the Offeror participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment of 3 as defined at URL: <http://transition.fcc.gov/pshs/services/priority-services/tsp.html>

#### 2.1.2 Traditional TRS Provider Certified

The Offeror shall be one of the Traditional TRS providers certified by the FCC URL: <http://www.fcc.gov/encyclopedia/trs-providers>

### 2.2 Functional Area II - Statewide Captioned Telephone Service

#### 2.2.1 The Offeror shall provide as part of its proposal:

- A. A letter from CapTel Inc. (CTI) confirming that they have a contract with CTI, Inc to provide captioned telephone service. The letter shall be accompanied with a copy of the original contract for providing service. CapTel Inc. is a FCC Certified Provider of Captioned Telephone VCO as defined at <http://www.fcc.gov/encyclopedia/trs-providers>
- B. The terms of the agreement are as long as the projected term of the Contract to be awarded as a result of this solicitation.

#### 2.2.2 The Offeror shall, as part of its proposal, provide an email from the TRS Interstate Fund administrator, Rolka Loube, Saltzer Associates, LLC, (RLSA) of Harrisburg, PA, stating that they are approved to receive reimbursement for interstate and 2-line captioned telephone calls.

#### 2.2.3 The Offeror shall provide, as part of its proposal, evidence or supporting documentation to prove that all of its and/or subcontractor's associated circuits that are utilized to process calls in any CTS Call Center owned or operated by the Offeror or its subcontractor participates in the TSP with a minimum priority level assignment of 3 (as defined at URL: <http://www.tsp.ncs.gov>).

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## SECTION 3 - SCOPE OF WORK

<b>3.1 Purpose and Scope</b>
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- 3.1.1 The Maryland Department of Information Technology, Telecommunications Access of Maryland, in consultation with the Governor’s Advisory Board for Telecommunications Relay, is seeking a Contractor to provide cost-effective, unrestricted 24 hours a day, 365/6 days a year TRS and CTS for Maryland’s hearing and speech disabled citizens, also referred to as the Maryland user community. Therefore, the primary focus of this RFP is to ensure that the needs of the Maryland user community within the State of Maryland are met.
- 3.1.2 This RFP is divided into two (2) functional areas. A Contractor shall be selected for each of the two functional areas below:
  - 3.1.2.1 **Functional Area I** – Telecommunications Relay Service for Traditional Relay Call Types. This service allows persons with hearing or speech disabilities to place and receive telephone calls.
    - 3.1.2.1.1 The State seeks a TRS provider capable of providing Statewide TRS for Traditional TRS Call Types, at a comparable level of access and quality as standard telephone service is provided to a person without a hearing or speech disability, that meets or exceeds the requirements of Title IV of the Americans with Disabilities Act as codified at FCC 47 C.F.R. § 64.601 - 64.605, and State Finance and Procurement Article, Title 3A Subtitle 501-506. See Section 3.2 - Functional Area I – TRS for Traditional Relay Call Types, and Section 3.4 for General Project Requirements.
  - 3.1.2.2 **Functional Area II** – Statewide CTS: This service displays every word a caller says throughout a conversation. Users of this service can listen to a caller and can also read the written captions in a display window on their captioned telephone.
    - 3.1.2.1.2 The State seeks a Contractor to provide CTS that meets or exceeds all FCC requirements. See Section 3.3 - Functional Area II – Captioned Telephone Service, and Section 3.4 for General Project Requirements. Captioned telephone equipment will not be purchased as part of this Contract.
- 3.1.3 The Statement of Work in this RFP is divided into the following sections. Section 3.4 contains general project requirements applicable to both Functional Area I-TRS for Traditional Relay Call Types, and Functional Area II - Statewide Captioned Telephone Service. The Contractor for each Functional Area is fully responsible to see that its service and support encompass the specific requirements in the Functional Area in which they have been awarded (I or II), and the General Project Requirements of Section 3.4.:

- Section 3.2-Functional Area I – TRS for Traditional Relay Call Types
- Section 3.3-Functional Area II – Statewide Captioned Telephone Service (CTS)
- Section 3.4-General Project Requirements (Applicable to both Functional Areas I and II)

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## FUNCTIONAL AREA I – TRS for TRADITIONAL RELAY CALL TYPES

### 3.2 Functional Area I – TRS for Traditional Relay Call Types

The Contractor is fully responsible for all requirements in Section 3.2-Functional Area I-TRS for Traditional Relay Call Types of this RFP, as well as the requirements of Section 3.4 for General Project Requirements.

In addition, the Contractor is fully responsible for the MBE subcontracting participation as established and noted in Section 1.32 of this RFP.

#### 3.2.1 The State's Objectives of TRS for Traditional Relay Call Types

To ensure that the needs of the Maryland user community within the State of Maryland are met, the Contractor shall provide services and Information Technology whereby the following objectives are met in the State of Maryland's TRS for Traditional Relay Call Type:

- 3.2.1.1 To allow Maryland's deaf, hard of hearing, speech disabled and deaf/blind population access to telephone service on a basis comparable to that available to people without such disabilities, and vice versa, in a functionally equivalent manner;
- 3.2.1.2 To establish a TRS for Traditional Relay Call Types that is flexible for implementation of technological advances as they become available;
- 3.2.1.3 To establish a Speech-to-Speech service for those individuals who need assistance in making their speech understandable;
- 3.2.1.4 To establish a reporting system that provides pertinent information needed to manage the service and for periodic assessment of the level of access and quality of service;
- 3.2.1.5 To establish procedures for forecasting changes in service demand; and
- 3.2.1.6 To establish procedures to maximize service delivery/cost ratios which permit the most cost-effective operation of the Relay Service, without negatively affecting quality of service.

#### 3.2.2 TRS Overview

The Americans with Disabilities Act of 1990 requires common carriers to make TRS available for persons with a hearing or speech disability in order to make rapid and reliable nationwide communications service available to all individuals in the U.S., and to increase the utility of the telephone system. In order to expedite implementation of this service within Maryland, as well as to ensure that a comparable level of access and quality was available to disabled persons as well as to non-disabled persons, the 1991 Maryland General Assembly enacted Title 3, Subtitle 8 of the State Finance and Procurement Article of the Maryland Annotated Code, thereby authorizing and establishing the operation of a program to provide cost-efficient 24-hour TRS in the State.

Currently, the Center processes an average of 165,136.58 minutes of service per month in the Maryland Center and 125,655.10 billable minutes of service per month. (This average was calculated based on data from June 2007 – August 2011 from the current Maryland Relay service.). The cost of the Relay Service is funded by a surcharge applied by the local telephone companies to its individual customer bills for switched local exchange access service.

The Governor's Advisory Board For Telecommunications Relay consists of 12 Maryland residents appointed by the Governor from the Deaf, hard-of-hearing, mobility impaired, speech-disabled, senior

citizen, and deaf-blind communities, and government. The Board convenes on a regular basis to review the level of access and quality of service provided by the Telecommunications Relay Service, among other things.

### **3.2.3 TRS Background**

The Contractor shall provide for the following:

- 3.2.3.1 The Contractor shall comply with all laws, regulations, policies, standards and guidelines affecting telecommunication services for Deaf, hard-of-hearing, and speech-disabled individuals. It is the responsibility of the Contractor to ensure adherence to this requirement and to remain abreast of and comply with all changes that may affect project execution. These may include, but are not limited to, standards and regulations relating to Title IV of the ADA - Telecommunications services for Deaf, hard-of-hearing, and speech-disabled individuals codified at 47 U.S.C. § 225 (FCC Regulations), whichever has the stricter standards. All current standards and regulations and any future standards implemented by the FCC relating to TRS, adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. If there is a conflict in the stringency of a regulation between the FCC Rules and the minimum standards required by this RFP, the more stringent is to be followed. In the event of FCC mandated changes in the provision of Relay services, the terms of the Contract pertaining to change orders will apply. (See Section 2.2 of Attachment A-Example of the State's Contract)
- 3.2.3.2 The Contractor shall provide functionally equivalent TRS including, by way of example but not limited to, the following features:
  - (i) cost to consumers,
  - (ii) call blockages no different than experienced by voice-to-voice non TRS callers,
  - (iii) allowing choice of carriers for all types of long distance and toll calls,
  - (iv) real-time communications in transmission and reception of text and speech, and
  - (v) using advanced and efficient technology, as it becomes technically feasible.
- 3.2.3.3 The Contractor may provide Traditional TRS features in excess of the above-cited FCC requirements and this RFP with the express, written approval of the State PM.
- 3.2.3.4 Toll Free Number - The existing State owned, nationwide toll-free numbers, listed in Attachment I shall be used. All current toll-free numbers, and any additional toll free numbers provided under this solicitation, shall become the property of the State of Maryland.
- 3.2.3.5 Primary Relay Center – The State does not require an in-state Relay center. The Contractor shall, with the express, written approval of the PM, select one of its TRS centers, to be the Primary Relay center with the goal and purpose of processing 100% of all Maryland Relay calls. Upon transition ‘cutover’ of the project, the selected primary center will immediately begin processing no less than 95% of all Maryland Relay calls.
- 3.2.3.6 The percentage of Maryland Relay calls not processed by the Primary Relay Center shall be reported on a monthly basis to the State PM.
- 3.2.3.7 In addition, the Maryland Relay calls not processed by the Primary Relay Center shall be processed per the conditions, processes, and requirements of the Contractor based on the terms and conditions of the Contract.
- 3.2.3.8 Outreach and Advertising

The Contractor shall provide, at a minimum, an outreach and advertising budget of at least \$150,000 annually to be spent on professional advertising, training, and public relations activities. The Department shall work with the Contractor to ensure that activities are consistent with the program goals.

- 3.2.3.8.1 The outreach and training expense is a separate recoverable cost. The State shall receive any funds not expended on the above areas.
- 3.2.3.8.2 Outreach and advertising is to be limited to Maryland Relay products/services and is not to include any Offeror products/services unless specifically approved by the State PM.
- 3.2.3.9 The CM & PM will conduct site visits of the Primary Relay Centers. The Contractor shall accommodate these site visits.
  - 3.2.3.9.1 The cost of these visits shall be borne by the Contractor.
  - 3.2.3.9.2 The site visits shall be held twice a year.
  - 3.2.3.9.3 Meetings with Senior TRS management team shall be held simultaneously.

#### **3.2.4 TRS Technical Requirements**

- 3.2.4.1 The Contractor shall provide and ensure the following: Provision of Relay - The Contractor shall provide an unrestricted, 24 hours/7 days/week TRS that enables the State's approximately 17% (as cited in the Report by the National Institute on Deafness and Other Communication Disorders) of the population who are communicatively disabled individuals to access the telephone system for the purpose of communication to and from all other persons in the State, the nation, and the world.
- 3.2.4.2 Compliance with RFP Specifications - The Contractor shall establish and operate the TRS in compliance with specifications outlined in this RFP. The establishment of this service shall include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the Relay center.
- 3.2.4.3 Upgrades and refresh of standards, services, quality of services, systems, and applications– If the FCC requires new standards, services, and Quality of Service (QoS) or the Contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh.
- 3.2.4.4 The Contractor shall obtain the State PM's express, prior, written approval before implementing the upgrade or refresh.
- 3.2.4.5 For implementation of upgrades or refresh, the Contractor shall ensure that:
  - 3.2.4.5.1 The compatibility of the State's systems, components, and applications are not diminished in functionality, quality of the information technology, quality of service, security, privacy, and reliability;
  - 3.2.4.5.2 The upgrade or refresh is backwards compatible to all systems, components and software version levels as well as those already being utilized by the State and end users that are the subject of this RFP; and
  - 3.2.4.5.3 It has provided all information and pricing for contract administration to the State Contract Manager and State Procurement Officer to allow for timely modification of the Contract prior to implementation, if the State believes that such modification is necessary and appropriate.
- 3.2.4.6 Provision of Relay - The Contractor shall provide an unrestricted, 24 hours/7 days/week TRS



that enables the State's approximately 17% (as cited in the Report by the National Institute on Deafness and Other Communication Disorders) of the population who are communicatively disabled individuals to access the telephone system for the purpose of communication to and from all other persons in the State, the nation, and the world.

- 3.2.4.7 Compliance with RFP Specifications - The Contractor shall establish and operate the TRS in compliance with specifications outlined in this RFP. The establishment of this service shall include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the Relay center.
- 3.2.4.8 Upgrades and refresh of standards, services, quality of services, systems, and applications– If the FCC requires new standards, services, and Quality of Service (QoS) or the Contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh.
- 3.2.4.9 The Contractor shall obtain the State PM's express, prior, written approval before implementing the upgrade or refresh.
- 3.2.4.10 For implementation of upgrades or refresh, the Contractor shall ensure that:
  - 3.2.4.10.1 The compatibility of the State's systems, components, and applications are not diminished in functionality, quality of the information technology, quality of service, security, privacy, and reliability;
  - 3.2.4.10.2 The upgrade or refresh is backwards compatible to all systems, components and software version levels as well as those already being utilized by the State and end users that are the subject of this RFP; and
  - 3.2.4.10.3 It has provided all information and pricing for contract administration to the State Contract Manager and State Procurement Officer to allow for timely modification of the Contract prior to implementation, if the State believes that such modification is necessary and appropriate.
- 3.2.4.11 Toll Call Access and Rate- The Contractor shall provide (as defined in 47 CFR Part 64) for inter-LATA and intra-LATA toll call access to the Relay Center for calls that originate or terminate in Maryland or are made by Maryland residents using the long distance carrier of choice for inter-LATA and intra-LATA calls, at no greater than the rate for those same types of calls that can be made without Relay.
- 3.2.4.12 Contractor shall implement announcements for all of the various explanations of service for each call type provided to Relay users. The State PM shall approve all call announcements and explanations of service prior to implementation.
- 3.2.4.13 Traditional TRS Call Types Required - The Contractor shall ensure that the Relay Center has the capability to process the TRS Call Types in a manner that allows users of each TRS Call Type to initiate or receive a call using their preferred TRS Call Type mode.
- 3.2.4.14 All dedicated lines for specific TRS Call Types shall be answered first in that TRS Call Type, while having the ability to switch to any other call type when needed by the inbound caller.
- 3.2.4.15 All of the Traditional Relay call types shall be reimbursed on a session minute basis as contracted. Traditional TRS Call Types currently include all of the following services which are described as:
  - 3.2.4.15.1 Text-to-Voice TTY-based TRS – A person with a hearing or speech disability uses a text telephone, called a TTY, to call the CA at the Relay center. TTYs have a keyboard and allow people to type their telephone conversations. The text is read on a display

- screen and/or a paper printout. The CA Relays the call back and forth between the parties by speaking what a text user types, and typing what a voice telephone user speaks.
- 3.2.4.15.2 Voice Carry Over (VCO) – A type of TTY-based TRS that allows a person with a hearing disability, but who wants to use his or her own voice, to speak directly to the called party and receive responses in text from the CA. No typing is required by the calling party.
  - 3.2.4.15.3 Hearing Carry Over (HCO) – A type of TTY-based TRS that allows a person with a speech disability, but who wants to use his/her own hearing, to listen to the called party and type his/her part of the conversation on a TTY. The CA reads these words to the called party, and the caller hears responses directly from the called party.
  - 3.2.4.15.4 Speech-to-Speech (STS) Relay – This form of TRS is used by a person with a speech disability. A CA, who is specially trained in understanding a variety of speech disorders, repeats what the caller says in a manner that makes the caller’s words clear and understandable to the called party. No special telephone is needed.
  - 3.2.4.15.5 Shared Non-English Language Relay Service – The FCC requires interstate TRS providers to offer Spanish-to-Spanish traditional TRS.
  - 3.2.4.15.6 2-Line HCO – The capability to allow a speech-disabled customer to type to the Relay operator while having a direct connection to the standard phone user to listen to the conversation thus allowing for interruption from either party.
  - 3.2.4.15.7 2-Line VCO – The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via the Relay and to be able to receive responses typed in text by the Relay operator.
  - 3.2.4.15.8 Voice-to-Text – A person using voice on a standard phone, calls a CA at the Relay center. The CA relays the call to a person with a hearing or speech disability using TTY. The CA types the conversation to the TTY user and voices to the standard phone user. The CA relays the call back and forth between the parties by speaking what a text user types, and typing what a voice telephone user speaks.
  - 3.2.4.15.9 Non-Traditional TRS Call Types – Are not covered by this RFP unless by prior modification of the contract. Non-Traditional TRS Call Types would only be considered to ensure that the State receives a cost effective and efficient means to carry out its business model(s) while maintaining the quality of service and types of products that are the subject of the RFP.
  - 3.2.4.15.10 Speech-to-Speech STS enables persons with a speech disability to make telephone calls using their own voice (or an assistive voice device). Like all forms of TRS, STS uses specially trained operators – called Communications Assistants (CAs) – to relay the conversation back and forth between the person with the speech disability and the other party to the call. STS CAs are specially trained in understanding a variety of speech disorders, which enables them to repeat what the caller says in a manner that makes the caller’s words clear and understandable to the called party.
    - 3.2.4.15.10.1 The Contractor shall provide operators on the contract for STS that meet the following criteria.
    - 3.2.4.15.10.2 As part of this provisioning, the Contractor shall test the hearing of operators and their ability to understand people with a variety of speech disabilities.
      - 3.2.4.15.10.2.1 For hearing: Each STS operator shall score 92% or higher in each ear using, at a minimum, a 50 word, W-22, or NU6 speech recognition test.

Each STS operator shall measure hearing acuity of 20dB or less in each ear using a pure tone test. The test shall be given before STS operator may begin relaying calls.

- 3.2.4.15.10.2.2 The Contractor shall obtain a written test result for every STS operator from an audiologist that is a State licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A).
- 3.2.4.15.10.2.3 All new Speech-to-Speech operators will be tested prior to beginning processing Speech-to-Speech calls for the life of the contract.
- 3.2.4.15.10.2.4 All requirements for processing calls, training, and outreach also apply to Speech-to-Speech support that is processed in a center other than the Maryland Primary Relay Center.
- 3.2.4.15.10.3 The Contractor shall ensure that STS users are able to choose, on a call-by-call basis, or in their customer database record, whether or not the other party will be allowed to hear the speech disabled person's voice.
- 3.2.4.16 Spanish Translation - The Contractor shall provide Spanish-to-Spanish Relay as well as Spanish/English translation Relay.
- 3.2.4.17 All requirements for processing calls, training, and outreach in the Maryland Primary Relay Center also apply to Spanish Translation support that is allowed to be processed in a center other than the Maryland Primary Relay Center.
- 3.2.4.18 Operator Services - The Contractor shall provide access on a functionally equivalent level of operator services to those provided to Standard Phone users.
- 3.2.4.19 All requirements for processing calls, training, and outreach also apply to Operator Services support that is allowed to be processed in a center other than the Maryland Primary Relay Center.
- 3.2.4.20 The Contractor shall ensure that all Traditional TRS Call Types have the ability to communicate with each other via Relay.

### **3.2.5 Contract Start-up Transition**

Essential dates to this RFP's timeline:

- 3.2.5.1 The Contractor shall have a finalized transition plan for assuming responsibility for the Maryland Relay Calls by March 1, 2013.
- 3.2.5.2 The Contractor shall completed transition and start providing all services beginning no later than June 1, 2013.
- 3.2.5.3 The Contractor may process all Maryland Relay Calls through any of its other centers during the transition period up to ninety (90) calendar days after execution of the contract by the State in addition to a Notice To Proceed provided by the State Project Manager.
- 3.2.5.4 All services shall be processed through the Maryland Primary Relay Center no later than the ninety (90) calendar days indicated. Inability to process through the Maryland Primary Relay Center and/or meet the specified requirements by the end of the ninety (90) calendar days, or anytime thereafter, may result in liquidated damages assessed in accordance with the contract; however, calls during the transition period up to the ninety (90) calendar days are not subject to liquidated damages as noted in this RFP's Section 3.2.22-Liquidated Damages.
- 3.2.5.5 Contract Start-up Transition.
  - 3.2.5.5.1 The Contractor shall have a Contract Start-up Transition Plan for transitioning service

- from the incumbent to the Contractor's network to provide services, and that also builds into the timetable up to fourteen (14) calendar days for the State to complete an 'acceptance review' before a cut-over to the new service would actually take place.
- 3.2.5.5.2 Transition shall be finalized with all end-to-end review and performance testing completed and accepted by the State within the ninety (90) calendar days noted in Section 3.2.5.
  - 3.2.5.5.3 The Transition Plan from the Contractor's original proposed solution to the RFP is the Draft Transition Plan to be utilized at the contract's Kick-off Meeting that is to be held within ten (10) calendar days after contract award. (The award process includes processing through the Maryland Board of Public Works and the Department of Information Technology.)
  - 3.2.5.5.4 The Draft Transition plan shall be discussed at the Kick-off Meeting and the Contractor shall submit a final version that encompasses the State's requested changes no later than ten (10) calendar days after the meeting, to the State PM. The State PM must approve the plan prior to the plan being implemented. See Section 3.2.21 for Contract Milestones and Deliverables.
  - 3.2.5.5.5 To provide good communication for Transition and the ongoing management of the project, the Contractor shall provide, at the Kick-off Meeting, Management Contact Information to include: a list of names and contact information for the senior management persons who have the authority to make decisions for the Contractor for each department/division of the Contractor's company that is involved in the provision of Maryland Relay specifically and TRS in general.
  - 3.2.5.5.6 In addition, the list shall also contain all contact information for key Contractor staff involved in the ongoing management and/or transition of the project. The State reserves the right to contact the staff in these positions, and contact will be at the discretion of the State PM. Any changes in personnel in these positions will be reported in writing to the State PM within ten (10) calendar days of a change.
  - 3.2.5.5.7 The Contractor shall provide, at the Kick-off Meeting, the State PM with a list of all of its operator numbers (the operator's assigned identification instead of the actual operator's personal name) and the Center in which each operator works.
  - 3.2.5.5.8 The Contractor shall keep this list current and any changes, additions, or deletions to this list shall be submitted to the State PM within fifteen (15) calendar days.
  - 3.2.5.6 The Contractor shall include in the Transition Plan a time-line with critical dates for major steps in the implementation process from contract award through full implementation.
  - 3.2.5.7 The Transition Plan documenting the transition from the Incumbent Contractor to the new Contractor's network shall include, but not be limited to, the following:
    - 3.2.5.7.1 Address all legal regulations and requirements;
    - 3.2.5.7.2 Obtain office space, furniture, equipment, telephone and data line;
    - 3.2.5.7.3 Transfer and organization of documentation;
    - 3.2.5.7.4 Transfer of electronic data, such as User Preference Data;
    - 3.2.5.7.5 Establish or terminate contracts for other services;
    - 3.2.5.7.6 Enable or disable of logon IDs for the User Preference Database
    - 3.2.5.7.7 Train staff and position them for implementation;
    - 3.2.5.7.8 Risk analyses and proposed solution(s), and assessment(s) for the transition;
    - 3.2.5.7.9 Documentation of the Plan for the Transfer of calls to/from existing Relay Centers;
    - 3.2.5.7.10 End-To-End Performance Testing Period (See Section 3.2.5.8);

- 3.2.5.7.11 Obtain badges from the State Emergency Management Agency or other related entity in any other state where Maryland Relay Calls will be processed (to allow for unrestricted access//travel) during emergencies;
  - 3.2.5.7.12 Hardware and/or Software Tools;
  - 3.2.5.7.13 Hardware and Software platforms utilized; and
  - 3.2.5.7.14 Staff resources and responsibilities to include State Staff responsibilities (as approved by the State PM).
- 3.2.5.8 End-To-End Performance Test Period.
- 3.2.5.8.1 The end-to-end performance test period will begin during the transition period. The Contractor shall transition services only after obtaining express, written approval from the State PM of a successful Performance Test period.
  - 3.2.5.8.2 The end-to-end performance test period shall be to test complete business processes as required for the utmost reliability of the Relay Center, and shall include, but not be limited to:
    - 3.2.5.8.2.1 Testing with existing system applications and services as appropriate;
    - 3.2.5.8.2.2 Validate system set-up for transactions and user access;
    - 3.2.5.8.2.3 Confirm use of system in performing business processes;
    - 3.2.5.8.2.4 Verify performance of business critical functions;
    - 3.2.5.8.2.5 Confirm integrity of business/call process, data, services, security, and end-products;
    - 3.2.5.8.2.6 Verify all requirements of the RFP have been met;
    - 3.2.5.8.2.7 Rate of errors or failures; and
    - 3.2.5.8.2.8 Test processes and procedures.

### **3.2.6 End-of-Contract Transition**

- 3.2.6.1 The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Near the end of the Contract, at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical, project, and contract support.
- 3.2.6.2 One year prior to the end of the Contract, the Contractor is required to provide a “Transition-Out” plan as an end-of-contract transition prior to the conclusion of the contract awarded as a result of this RFP.
- 3.2.6.3 This Plan shall document and demonstrate how the Relay Center services and operations will be transferred to a potential new Contractor.
- 3.2.6.4 The transition plan shall include, but not be limited to, the following:
  - 3.2.6.4.1 List of staffing concerns/issues;
  - 3.2.6.4.2 Communications plan between the Contractor and the State PM and CM;
  - 3.2.6.4.3 Security and system access: review and closeout as needed;
  - 3.2.6.4.4 Any data (User Preference Data), hardware/software and telecommunications requirements (toll free numbers) and setup, other general office needs;
  - 3.2.6.4.5 Any final Training/Orientation of State staff or another State agent’s staff;
  - 3.2.6.4.6 List of steps and actions to provide knowledge transfer;
  - 3.2.6.4.7 Status on completion of tasks and any unfinished work plan items;
  - 3.2.6.4.8 Provide for the development and content of a checklist to document the State’s readiness to complete transition;

- 3.2.6.4.9 Document any risk factors and suggested solutions;
- 3.2.6.4.10 Plans for status reporting and meetings; and
- 3.2.6.4.11 Schedule listing timing of transition and transition activities.
- 3.2.6.5 The Contractor shall ensure all documentation and data is current and complete with a hard and soft copy in a format prescribed by the State PM;
- 3.2.6.6 The Contractor shall provide all Outreach and advertising materials (including but not limited to designs, artwork, logos, layouts); and
- 3.2.6.7 The Contractor shall conduct a final project-debriefing meeting. The final project debriefing meeting shall include the organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans.

### **3.2.7 Contractor User Preference Database**

The Contractor shall provide and ensure the following:

- 3.2.7.1 The Contractor shall have the ability to accept all User Preference Database information from the previous provider as required in 47 C.F.R. § 64.604 - Mandatory minimum standards. Further, the information shall be transferred in an ASCII delimited format or other format as approved by the State PM.
- 3.2.7.2 The Contractor shall include all information from the previous provider's database. Additionally, the Contractor's database shall also include the following Maryland specific information into its User Preference Database:
  - A) Would you like to receive the Maryland Relay Newsletter?
  - B) Would you like to provide feedback about Maryland Relay once a year?
  - C) Please indicate the best way to contact you. Address, e-mail, or phone, etc.
- 3.2.7.3 The Contractor shall agree that the data and record format of the User Preference Database is the property of the State.
- 3.2.7.4 The Contractor shall provide a mechanism to enable any Relay user, at the user's discretion, to enter a Personal Identification Number (PIN) that will access their personal preference information from any phone.
- 3.2.7.5 The Contractor shall provide the capability to allow the Relay user to change the PIN by phone. Additionally, Contractor may also provide other methods for changing PIN.

### **3.2.8 System and Process Requirements**

The Contractor shall provide technical and business support and ensure the following:

- 3.2.8.1 Call Type Registration - The Contractor shall have a call recognition method to accurately determine and record the call type of all inbound calls for proper call set-up and for accurate call type reporting.
- 3.2.8.2 Call Connection Mode - The Contractor shall have a call connection mode recognition method to accurately determine and record the call connection mode of all inbound calls for proper call set-up and for accurate call connection mode reporting.
- 3.2.8.3 Performance Standards - The Contractor's transmission circuits for Standard Telecommunication Relay shall meet or exceed FCC and Inter-exchange Carrier performance standards as stated in 47 CFR §64, subparts F, all other FCC requirements for common carriers, the American National Standards Institute (ANSI) Standards, and all applicable industry standards.

- 3.2.8.4 Relay users shall not be required to perform any additional steps or interaction to invoke optional services already paid for on the phone line being used to dial into the Relay Center.
- 3.2.8.5 Any LEC Service(s) offered shall be functionally equivalent and may not be simulated to mimic the local phone company's optional service.
- 3.2.8.6 Startup Equipment and Software -The Contractor's transmission circuits shall meet or exceed FCC Inter-exchange performance standards as stated in 47 CFR §64.1600 for circuit loss and noise. Telecommunications equipment, including station terminals, shall be capable of receiving and transmitting in both Baudot and ASCII codes, and be backwards compatible to TTY devices in service and shall also receive, access, and communicate with computers at any speed available.
- 3.2.8.7 Outbound Volume Control - The Contractor's system shall have the ability to increase the volume on the outbound leg of the call for both the operator's microphone when the operator is voicing, and the outbound line when the Relay user is voicing, as in an HCO call.
- 3.2.8.8 This control shall be independent of the operator's headset receiver control.
- 3.2.8.9 Auto-switchable Modems - The Contractor shall have modems that are auto-answer and auto switchable at all available speeds.
- 3.2.8.10 Technology - The Contractor shall provide functionally equivalent technology and support equivalency to all Standard Phone services. These services include Automatic Number Identification (ANI), and other service enhancements which increase the functional equivalency of the Relay Service for all calls, both carried on the provider's network or sent out to inter-exchange carrier (IXC) networks.
- 3.2.8.11 Recorded Announcements for System Failures – Recorded messages are not permissible unless there is system failure. The Contractor shall provide recorded announcements as appropriate if a system failure/service interruption occurs within the Relay switch or on outbound circuits Recorded.
- 3.2.8.12 Announcements for System Failures – The Contractor shall, at the direction of the State PM, add temporary messages to inform users of delays in obtaining service due to events such as, inclement weather, switch malfunction, natural disaster, civil disturbances, or other events sufficient to impede the delivery of service to Maryland Relay users.
- 3.2.8.13 Recorded Announcements for System Failures – All messages shall be provided in both voice and text.
- 3.2.8.14 Regionally Directed Toll Free Numbers - The Contractor shall ensure that Relay users will be able to access regionally directed toll free numbers. These numbers would typically be accessible to the Relay user in his or her calling area. Example: the AAA has a national toll free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the Relay Center ANI is transmitted, the call will be routed to the state where the Relay Center is located which, in the case of Maryland Relay peak period or total failure, may not be the state where the Relay user is located.
- 3.2.8.15 Regionally Restricted Toll Free Numbers - The Contractor shall ensure that regionally restricted toll free numbers will be accessible through its system. Example: If a Maryland Relay user is within Maryland and calls an 800 number that is restricted to intra-state calls, and the call is routed to a remote center, the Contractor shall have the capability of accessing the restricted toll free call regardless of the location where the outbound call is initiated.
- 3.2.8.16 Service Reliability - The Contractor shall comply with requirements from Maryland to ensure reliability. These requirements include:
  - 3.2.8.16.1 Switching System – Contractor shall have redundancy of equipment and the ability to

- upgrade system and perform preventative maintenance without taking the system off line.
- 3.2.8.16.2 Redundant Relay Center – In the event of a complete system shutdown at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.
- 3.2.8.16.3 Site Visits - For quality assurance and contract oversight, the Contractor shall allow the State to conduct unannounced site visits to any of the centers that process the State’s Relay calls.
- 3.2.8.16.4 Disaster Recovery Plan (DRP) and Escalation – Within ten (10) business days of the contract’s Kick-off Meeting, the Contractor shall provide the State with a copy of its Disaster Recovery Plan. The DRP shall include at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.
- 3.2.8.16.5 In addition, no later than on an annual basis, the DRP shall be periodically reviewed and updated to remain consistent with the DoIT’s current DRP.
- 3.2.8.16.6 MEMA Badges – For the Contractor to have unrestricted movement during a declared disaster for the performance of his/her duties at a Maryland Relay Center, the Contractor shall obtain badges from the Maryland Emergency Management Agency (MEMA) or equivalent, and every entity (state or otherwise) where Maryland Relay Calls are processed. Where such permission and/or badging is denied, the Contractor shall document its efforts to establish these emergency permissions.
- 3.2.8.16.7 Notification of Disasters to the State – The State PM and CM shall be notified of any event, within fifteen (15) minutes, which impedes to any degree the access to the Maryland Relay or processing of Maryland Relay calls.
- 3.2.8.16.8 Written report of incident or event relating to a disaster- A written report shall explain how and when each event occurred, what was required to correct it and the time and date when the Maryland Relay resumed full operation. The report shall be given to the State PM within two (2) calendar days of resumption of operation.
- 3.2.8.17 Automatic Spell Check and Auto-Correction - The spell check system used shall include, but not be limited to, the ability to adapt to new vocabulary (i.e. adding new words to vocabulary list, adding TTY abbreviations, etc.).
- A) The Contractor’s system shall have automatic spell check. A list of words in the system’s spell check dictionary shall be provided to the State PM at the time of award and quarterly thereafter for the life of the contract.
- B) Automatic Change of TTY Abbreviations Upon Request - The Contractor’s system shall have the ability to change any TTY abbreviations used by operators or the Contractor’s system to full words upon request of the customer. Example: Late Deafened VCO user is not comfortable with TTY abbreviations and prefers full words.
- 3.2.8.18 Macros - The Contractor shall submit to the State PM, a complete, detailed list of all macros used or planned to be used by the Contractor’s operations platform. This list is to be submitted to the State PM every three months beginning on the award date of the contract.
- 3.2.8.19 If any macros are developed during a quarter, all modifications shall be given to the State PM at least one week before implementation.
- 3.2.8.20 Access to Directory Assistance - The Contractor shall provide callers with access to local and long distance directory assistance at a cost rate no greater than the cost rate charged to standard telephone users.



- 3.2.8.21 Use of ANI - Automatic Number Identification (ANI) technology shall be utilized so that no caller is required to provide the originating calling number, except in instances where ANI information is not available from the local phone companies. If the operator does not receive the ANI, the operator will explain to the inbound party the reason for asking for the phone number.
- 3.2.8.22 Access to Carrier of Choice - The Contractor shall provide access to the customer's choice of Inter-LATA (interstate) and Intra-LATA (intrastate) Telecommunications carriers through the Relay Service to the same extent and price such access is provided to standard telephone users in Maryland.
  - 3.2.8.22.1 Unless noted otherwise (as in 'E'), within thirty (30) calendar days of NTP, the Contractor shall provide a Carrier of Choice Access plan which:
    - A. Document and submit methods to be utilized to provide access to the caller's requested carrier.
    - B. Establish and submit a plan to ensure that other carriers will be informed of the steps required to allow their calls to be processed through Maryland Relay.
    - C. During a call, ensure that Relay users can request their carrier of choice either by direct request to the operator or automatically utilizing existing information in the User Database.
    - D. Ensure that a direct request for a carrier of choice shall override the information in the User Database for the initial outbound call and consecutive outbound calls made in conjunction with the inbound call.
    - E. Submit, to the State PM, a plan at the Kick-off Meeting that will encourage all IXCs and dial-around services operating in Maryland to be available for Maryland Relay calls. Any updates to this plan shall be submitted to the State PM within fifteen (15) calendar days of the updates.
- 3.2.8.23 900 or Any Pay Per Calls - The Contractor shall provide access to 900 numbers, and any other pay per call numbers.
- 3.2.8.24 Any additional inbound lines needed to access pay per call numbers are the responsibility of the Contractor and are not a recoverable expense.
- 3.2.8.25 Any such lines shall be toll free to ensure that TRS customers are not assessed an additional fee over and above the regular pay-for-call fee for accessing this service.
- 3.2.8.26 Handling of 7-1-1 Calls - Calls to 7-1-1 are to be answered first in voice mode with additional access for all TRS access modes.
- 3.2.8.27 No Branding Of Inbound Phone Lines - There is to be no pre-determined answer sequence based on ANI, whether permanent or temporary, placed on the inbound line unless specifically requested by the user via a User Preference Data Base.
- 3.2.8.28 User Preference Database information shall be available to the operator at the time of connection with the inbound caller. The user's profiled connect mode will be automatically initiated regardless of the inbound DNIS dialed.

<b>3.2.9 Access to Maryland Relay Center</b>
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The Contractor shall provide technical and business support for the following:

- 3.2.9.1 Access to Maryland Relay Center - The Contractor shall provide that the State PM and/or Department designee(s) on a 24/7/365(6) basis will be given unlimited, unimpeded, physical access to any and all parts of the Relay Center. This will include providing for all badging,

security/access codes, etc.

- 3.2.9.2 Access to Business Office by Telephone – The Contractor shall provide and publish the phone number for the Maryland Relay Center on websites and outreach materials. When the phone is answered in the Relay Center business offices, the phone shall be answered, “Maryland Relay Business Office,” or as otherwise directed by the State PM.
- 3.2.9.3 Written Communication - Letterhead used for Maryland Relay business, such as customer contact, shall be that of Maryland Relay, not the Contractor’s business letterhead.
- 3.2.9.4 The Contractor’s name or logo may appear, in a smaller font, as the provider of Maryland Relay, subject to prior written approval of the State PM, to clearly indicate correspondence from Maryland Relay.

### **3.2.10 Facility Design and Access**

The Contractor shall provide technical and business support for the following:

- 3.2.10.1 Workspace Accommodations for Call Privacy and Confidentiality for any center that processes Maryland Relay Calls - The Contractor shall ensure that the content of a TRS call cannot be overheard by any person participating in another TRS call. Work cubicle walls must prevent operators from standing and leaning over or talking over walls (minimum of 5.5 ft) and operators must use noise-canceling headsets
- 3.2.10.2 Access to Communication - All Maryland Relay Center(s) employees shall have full access to communication (such as Sign-language interpreters) while working in/for the Maryland Relay.
- 3.2.10.3 All access to information on the Center floor and all aspects of dealing with Center personnel and Relay customers in the Relay Center shall be unimpeded.
- 3.2.10.4 Center staff members, who do not have unimpeded access without special accommodations, shall have the necessary accommodation while working in support of the Maryland Relay Center.
- 3.2.10.5 Conference Room – The Primary Relay Center shall have a conference room that may be scheduled for use by the various user communities at no charge as a public service, as a central point for scheduled Relay Center Tours, or for other uses as required by the TAM office.
- 3.2.10.6 Conference Room – The conference room shall have seating and tables for the maximum capacity as contained in the Contractor’s proposed solution, an Assistive Listening system, and high-speed Internet access capable of processing video transmission at a rate capable of transmitting sign language.
- 3.2.10.7 Viewing window(s) to see Relay Operations – Viewing windows shall be available for scheduled tours and meetings, etc. Contractor shall ensure information on operator stations cannot be observed by viewers.
- 3.2.10.8 In addition, the Supervisors and management shall have visual access of ongoing operations at all times in order to better facilitate for these services.

### **3.2.11 Minimum Relay/Staffing Requirements**

The Contractor shall provide technical and business support for the following:

- 3.2.11.1 Minimum Staff Positions in the Maryland Primary Relay Center for the Center’s Staff and Management Corporate Assignments - The Contractor shall ensure that the positions listed in

Sections 3.2.11.3 from A-C including: A) Dedicated Outreach Staff Person, B) Trainer, and C) Translator/Interpreter Coordinator and Section 3.2.11.8.A) Account Liaison/Manager below, are solely dedicated to Maryland Relay no matter where they are located.

- 3.2.11.1.1 If the Primary Relay Center is not located in the State of Maryland, the Center Manager's work time need not be fully dedicated to this contract; however, this position must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.
- 3.2.11.1.2 If the Contractor requires staff or management to be temporarily dedicated to other tasks (such as conducting training for other centers, or engaged in corporate business), all time not devoted directly to Maryland Relay shall be approved in advance by the State PM, documented and reported to the State PM, and submitted with the Contractor's monthly reports. Maryland specific trainers are required regardless of the location of the primary center to ensure that the requirements of the state are met.
- 3.2.11.2 All meetings noted as 'monthly meetings' or 'every two week meetings' for staff positions in the following descriptions may be by video/phone with the exception that at minimum, meetings held every other month must be in-person with the State PM in the Baltimore area (at a location designated by the State PM).
- 3.2.11.3 As the primary focus of this RFP is to ensure that the needs of the Maryland user community are met, regardless of the Contractor's primary center location, the Contractor's personnel such as Operators and the Dedicated Outreach Staff Person shall communicate with the center management to plan events and outreach opportunities that will address the Maryland user community's Relay issues.

The following are positions that the State requires as the Contractor's Staff positions and their responsibilities, at minimum, that are to be utilized on the contract:

- A) Dedicated Outreach Staff Person located in Maryland - The task requirements for the Outreach Staff resource are listed below.
  - i. Outreach Staff person shall have the ability to sign fluently to ensure full understanding and communication with deaf users, and possess an understanding of the issues relevant to TTY, hard of hearing, and senior citizen users.
  - ii. This position will work closely with, and under the direction of, the State PM or designee to ensure accurate flow of information between the Maryland Relay and the user communities.
  - iii. This 'Dedicated Outreach Staff Person' shall provide work in coordination with the State TAM PR Coordinator for Maryland Relay to include but not be limited to support of outreach and advertising.
  - iv. The Contractor shall ensure that this Dedicated Outreach person has sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach for a goal of at least one-hundred fifty (150) events per contract year as directed by the State PM. The majority of the events will take place in the Baltimore/Washington area, although the Dedicated Outreach Staff Person shall be prepared to support the contract at any location in Maryland.
  - v. The Dedicated Outreach person will be required to attend weekly meetings at the TAM office with the PR coordinator and must attend outreach events and conduct Maryland Relay presentations which may require work outside of the

- State's normal business hours.
- vi. The Contractor's rate shall be inclusive of this position and shall also include all expenses relating to the position. Additional expenses beyond those included in the original rate under this contract are not further reimbursable. As applicable, the Contractor must provide this person with all accommodations and expenses in order to perform their duties.
  - vii. This 'Dedicated Outreach Staff Person' must be co-located with the State PM. The current State location is (however, if this should ever change, this position must remain co-located at the State PM's same location): 301 W. Preston Street, Baltimore, MD 21201. Accommodations at the State offices include available: space, desk, routine office supplies, and telephone. See also the Contractor's requirements for adhering to Security measures in Section 3.4.4.
- B) Center Manager located at Primary Center - The task requirements for the Center Manager resource are listed below.
- i. This position, which has full oversight and responsibility for center operations and staff, shall have the responsibility of working with the State PM and acting as a point of contact (POC) between the State PM and the Contractor for Primary Center specific issues as well as any center processing Maryland calls.
  - ii. Position shall attend meetings no less than every two weeks at the TAM office, conference call or other site as designated by the PM.
- C) Trainer located at Primary Center – The task requirements for the Trainer resource are listed below.
- i. The Contractor shall provide at least one full time trainer who has first-hand knowledge of the deaf, hard of hearing, and senior citizen communities with the ability to sign (ASL) fluently.
  - ii. The role of the trainer is to provide technical and cultural training to operators and staff on the step-by-step processing of all call types, standards of use of the TTY in the deaf community, and flow of communication between typed and spoken word.
  - iii. The trainer shall attend no less than monthly meetings at the TAM office or other site as designated by the PM.
  - iv. The trainer may hold meetings may be by video/phone with the exception that at minimum, meetings held every other month must be in-person with the State PM in the Baltimore area (at a location designated by the State PM).
- D) Translator/Interpreter Coordinator located at Primary Center - The task requirements for the Trainer resource are listed below.
- i. The role of the Translator/Interpreter Coordinator, who is fluent in ASL, ASL gloss, and written English, is to oversee the translator/interpreter(s) on the floor.
  - ii. The Translator/Interpreter Coordinator shall attend no less than monthly meetings at the TAM office or other site as designated by the PM.
  - iii. The duties for this position will include but not be limited to:
    1. Monitor interpreter/translator(s);
    2. Develop and implement ongoing training and testing on a quarterly

- basis;
  - 3. Provide Reports as needed by the State and copies of all tests, and submit to the State CM;
  - 4. Develop and provide training for operator/Translator/interpreter teaming in coordination with the Relay operator's trainer;
  - 5. Contractor shall provide reports to the State related to the number of requests for ASL translation and the training provided to translators/staff/operators; and
  - 6. The type, timing, and contents of the reports shall be discussed at the Kick-off meeting. In addition, Attachment 'I-Samples of Reports' holds some information and examples on the type of reports.
- 3.2.11.4 Escalation of issues - Any issues that shall be escalated to, or information provided by, Contractor staff outside the Maryland Relay Center, shall be reported to the State PM along with name and the contact information for persons in the escalation path as documented in accordance with the deliverables in the Transition Milestone provided by the Contractor.
- 3.2.11.5 Recruitment of Persons with Disabilities - The Contractor shall actively recruit persons with disabilities, including individuals who are deaf, hard-of-hearing, speech disabled, Deaf-Blind, or blind. Preference will be given to employing individuals with ASL fluency, Relay Service experience, and experience working within the deaf, hard of hearing and/or speech disabled community.
- 3.2.11.6 Translation/interpretation – In addition to the position noted as 'Translator/Interpreter Coordinator' in Section '3.2.11.3.D' above, the Contractor shall provide, at a minimum, one full-time position for 24/7/365(6) that is fluent in ASL interpretation translation on duty at all times in the operator area of the Relay Center to assist operators who are not certified to perform as an ASL translator/interpreter. ASL 'Translator/interpretation' is the default procedure for all ASL calls inbound or outbound using the Maryland Relay.
- 3.2.11.7 All calls to Maryland Relay that are recognized as ASL calls by an operator trained to recognize ASL calls, shall be translated/interpreted by a trained Maryland Relay Certified translator/interpreter or operator.
- 3.2.11.8 Additional Personnel/Contacts not located within the Relay Center – The Contractor shall also provide the following staff:
- A) Account Liaison/Manager –
    - (i) At least one liaison to represent the Contractor's company who has full power and authority to ensure compliance of all departments and areas within the Contractor's company.
    - (ii) This person shall be senior management level and not located within the Relay Center.
    - (iii) The Account Liaison shall be available to the State at any time by phone or in person.
    - (iv) The Account Liaison shall have authority to resolve issues based on service level agreement.
  - B) Senior Management Representative for each of the Contractor's departments (examples: Sales, Account Management, Technical, Operations, etc.) that contribute to the provision of Maryland Relay –
    - (i) Representatives from each department shall attend quarterly meetings at a minimum at the TAM office or other site as designated by the State PM. The

majority of the meetings will take place in the Baltimore/Washington area, although this representative shall be prepared to support the contract at any location in Maryland.

- (ii) This staff's work time need not be fully dedicated to this contract; however, must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.

### **3.2.12 Billing Standards and Access**

The Contractor shall meet or exceed the following billing standards and access methodology:

- 3.2.12.1 Ask for Carrier of Choice (COC) – If the information is not noted by the user or by the User Preference Database, the Contractor shall ask the Relay user his/her long distance or Intra-LATA toll carrier of choice for each call.
- 3.2.12.2 Handing Off the Call to the Appropriate COC - The Contractor shall be able to pass a call to any carriers available at the Relay Center switch to enable equal access to the Relay user's carrier of choice in a functionally and cost equivalent manner.
- 3.2.12.3 Carrier Of Choice Availability - The Contractor must submit a monthly report by the 15th of the month for prior month's activity to the State PM listing all carriers with a presence at the Relay Center switch. This list will be posted on the State's Maryland Relay Website for the convenience of Relay customers. This report shall be in MS Word format.
- 3.2.12.4 Carrier of Choice Not Available - If the inbound caller's Carrier of Choice is not available, the Contractor shall log the requested carrier and contact via the Maryland Relay. The call may be placed by the Contractor, after asking if the Contractor's long distance or Intra-LATA service is acceptable to the inbound caller. Long distance and toll calls placed in this manner and billed by the Relay Contractor through the Relay Service shall be billed to the caller at the Contractor's lowest subscriber rate. Casual user charge (the additional charge added by an IXC if the caller does not have a relationship with the default TRS COC) or other additional charges may not apply and shall not be charged to the caller.
- 3.2.12.5 Toll and Toll Free Calls: If a call is free on a direct call, it must be free on a Relay call; conversely, if a call is a toll call on a direct call, the same toll charges must be applied to a Relay call.
- 3.2.12.6 Inbound International Calls - The Contractor shall provide international access to calls into Maryland Relay when the inbound caller is outside the United States.
- 3.2.12.7 Land-line Flat Rate Calling Plans - The Contractor shall ensure that a customer having an expanded flat rate calling plan is able to place calls through the Maryland Relay to points within the expanded local calling area without incurring any charge for the call.
- 3.2.12.8 Cellular Flat Rate Calling Plans - The Contractor shall ensure that flat rate plans purchased by cellular users accessing Maryland Relay, should be a local call, and do not incur any additional charges. These types of calls are identified by call codes 60, 61, 62, or by users stating that they are on a cell phone.
- 3.2.12.9 Wireless Text Messaging Flat Rate Plans - The Contractor shall ensure that flat rate plans purchased by wireless users enable them to access Maryland Relay without incurring any additional charge. This will include, but not be limited to, access to Maryland Relay via text pager, Personal Data Assistant (PDA), or other wireless devices able to initiate and receive text messaging.
- 3.2.12.10 System Billing Process – The Contractor shall provide call detail record generation. The call

detail records will be automated and available for audit and monitoring by the Department or its designee.

- 3.2.12.11 General Assist Minutes – The Contractor shall define in detail what you include in the definition of General Assist Minutes.
- 3.2.12.12 Billing Account Codes - The call billing system shall work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system shall generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller’s regular telephone bill, so designated as a Relay Center call, and requiring the caller to pay said amount with the caller’s regular telephone bill payment. The call billing system shall be automated. Hand written tickets or call records are not acceptable.
- 3.2.12.13 Caller-provided Information - The Contractor may require that a caller provide NPA/NXX type information to identify the caller’s local calling area, if that information is not delivered to the Contractor’s network to distinguish local calls from toll calls and allow for faster call set-up.
- 3.2.12.14 Access to CTS via 7-1-1.
  - 3.2.12.14.1 Persons using standard telephones shall be able to contact Maryland CTS customers by dialing 7-1-1. Upon being told (directly or via a user profile) that the customer is calling a Captioned Telephone user, the call is immediately to be transferred to the Maryland CTS and the call will be released from the TRS platform.
  - 3.2.12.14.2 Calls to the Maryland CTS shall be documented on a separate line item on the TRS YTD Summary reports as well as a daily detail report.
  - 3.2.12.14.3 Three digit dialing – All Maryland three digit numbers must be accessible via Maryland Relay (Examples are 211, 311, 411, 511, 611, 711, 811, and 911).
  - 3.2.12.14.4 Billing Record -The billing account record shall contain, but not be limited to, the following information:
    - A) Telephone number or credit/calling card number to be billed (NPA-prefix-line number).
    - B) Originating telephone number (NPA-prefix-line number).
    - C) Terminating telephone number (NPA-prefix-line number).
    - D) Date of call.
    - E) Start time: Defined here as the actual time the calling party is initially connected to the called party or to an answering machine at the called party’s number, or intercept message for the called number.
    - F) End time: Defined here as the time when either the called party or the calling party hangs up; whichever occurs first.
    - G) The Contractor shall bill in six (6) second increments when measuring call length. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.

### **3.2.13 Service Standards**

The Contractor shall provide technical and business support for the following:

- 3.2.13.1 If the Contractor transfers any calls outside the Primary Relay Center, the Contractor shall document the event, to the States’ satisfaction, the reason the call was transferred.

- 3.2.13.1.1 If calls are transferred out of the Maryland Primary Relay Center without documentation that is acceptable to the State, liquidated damages may be assessed in accordance with Section 3.2.22.1. Liquidated Damages are based on all Maryland Relay Calls (See Section 1.2-Abbreviations and Definitions No. 38-Maryland Relay Call).
- 3.2.13.2 No restrictions shall be placed on the length or number of calls placed by customers.
- 3.2.13.3 Daily Blockage - The average daily blockage rate for all calls into the Relay Center shall be no greater than P.01. Blockage rate shall be measured by sampling the number of calls being blocked every 30 minutes for each 24-hour period beginning at 12:00 AM (local time). If a call rings, or is in queue/hold, in excess of 90 seconds it is to be considered a blocked call.
- 3.2.13.4 Average Speed of Answer Requirements:
  - A) The Contractor's average daily answer time for 85% of the calls shall be no greater than ten (10) seconds over each 24-hour period beginning at 12:01 AM local time.
  - B) Immediately as a call is offered by the LEC and reaches the Maryland Relay Center, the Contractor shall ensure that each call is accepted or a busy signal is returned.
  - C) If for any reason, Maryland Relay calls are transferred to another Center, only the actual Maryland Relay which originated by a call to a MD Relay access number calls may be used in the ASA calculation. Numbers and information not to be used in the ASA calculation include: Maryland Relay calls transferred to another center, the daily Average Speed of Answer for the other center handling the transferred calls, nor any weighted averages.
  - D) Blocked and Abandoned Calls processed at remote locations are subject to the same requirements as Primary Center calls.
  - E) Only continuous ringing or a busy signal shall be used instead of a recorded message or answer queue on inbound calls.
- 3.2.13.5 ASL Translation/Interpretation - ASL Translation/Interpretation is the default for ASL inbound or outbound users unless otherwise specifically directed by the Relay user.
- 3.2.13.6 Requesting Translator/Interpreter - Either the inbound or outbound caller may request an ASL translation/interpretation.
- 3.2.13.7 Summoning a Translator/Interpreter- The Contractor shall ensure that the translator/interpreter can be summoned electronically directly by an operator without going through a 3rd party in an expeditious and efficient manner from anywhere in the Relay Center.
- 3.2.13.8 Keeping the Parties Informed - Both the inbound and outbound caller shall be kept informed that the translator/interpreter has been summoned, have the right to refuse the translation/interpretation at any time, and be informed of any delays in obtaining a translator/interpreter.
- 3.2.13.9 Refusal of Translator/Interpreter - If either party refuses the translator/interpreter, the operator shall relay that information and any ensuing conversation between the two parties regarding the translation/interpretation.
- 3.2.13.10 Translator/Interpreter Response Time - The Relay Center shall be staffed with sufficient ASL translators/interpreters so that users do not wait more than one (1) minute for a translator/interpreter. All calls failing to meet this requirement may be assessed liquidated damages as defined in Section 3.2.23.
- 3.2.13.11 Keeping the User Informed of Delays - If a delay is unavoidable due to an unusually high amount of translated/interpreted calls, both parties are to be asked if they would like to proceed without translation. All parties are to be made aware of any and all discussion.



- 3.2.13.12 Reporting Inability or Delays in Obtaining Translator/Interpreter to the Contractor's Department - The State PM shall be informed of all instances of calls proceeding without translation/interpretation because of delay. In addition, all delays in obtaining a translator/interpreter in excess of 90 seconds from time of request will be reported to the State PM within 4 hours along with an explanation of the measures being taken to remedy the situation.

### **3.2.14 Complaint Resolution and Maximum Customer Satisfaction**

The Contractor shall provide technical and business support for the following:

- 3.2.14.1 The Contractor shall establish and maintain a Customer Service Resolution Center at the Maryland Primary Relay Center location. All Primary Center's Customer Service contact must be directed to this Customer Service Center.
- 3.2.14.2 The Contractor shall maintain a 24-hour toll-free Customer Service number for the convenience of all callers.
- 3.2.14.3 This Customer service number shall be staffed in the Maryland Primary Relay Center 24/7/365(6) to provide the highest quality customer service to Maryland Relay Users.
- 3.2.14.4 At least one (1) person shall function at all times (24/7/365(6)) as a Customer Service representative. While performing this Customer Service function, this individual must perform Customer Service functions (and/or related to) only.
- 3.2.14.5 In addition, the Customer Service representative must have completed training specific to Maryland Relay.
- 3.2.14.6 Non Maryland Complaints will be directed to the appropriate Relay Center/Provider.
- 3.2.14.7 The Contractor's Customer Service Team – shall meet with the State PM on a monthly basis to discuss Maryland specific customer complaint issues. Training/retraining issues will be determined during these meetings.
- 3.2.14.8 Complaint Resolution Process for Call Processing and/or Call Processing Personnel: Within thirty (30) calendar days of the Kick-off Meeting, the Contractor shall document in a Complaint Resolution Plan, procedures for collecting and handling complaints, inquiries, and comments regarding the Contractor's service or personnel as they relate to call processing.
- 3.2.14.9 The Complaint Resolution Plan is a deliverable and shall be approved for the project by the State PM via Deliverables Acceptance Process in Section 3.2.20. Any changes made after the State's initial acceptance must have prior express, written approval from the State PM before initiation.
- 3.2.14.10 The following processes are also to be included in the Complaint Resolution Plan:
- A) If a call is processed in a remote center and either party on the call requests Customer Service or a Supervisor, the call is to be transferred and processed by the primary Maryland Customer Service Center.
  - B) Inbound Party Complaint: The Contractor shall ensure that any Relay customer will be able to reach a Supervisor or the Relay Center Customer Service within a maximum time limit of one (1) minute while still on line during a Relay call.
  - C) Outbound Party Complaint: If the outbound caller states that they wish to speak to a Supervisor, or, in any way indicates that they wish to register a comment or complaint, the Contractor's system and Customer Service procedures shall provide that the outbound caller is connected with the Supervisor without delay and without time limit. The Relay Supervisor must log this comment or complaint.
  - D) Customer Information Regarding Complaint Procedure – The Contractor's Customer

Service procedures shall be included in all Contractor outreach material.

- E) Complaint Reporting - Complaints are to include customer contact information if given, operator number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution. The State PM is to receive all information regarding each complaint, not a summary. All complaints and relevant information concerning each complaint are to be forwarded to the Relay Center Manager, a copy kept on file at the Relay Center, and a copy forwarded to the State PM within 24 hours of the complaint.
- F) Multiple Complaints During One Contact – If a Relay customer contact contains multiple issues, each issue shall be documented, answered, and tallied individually within the customer complaint report.
- G) Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will have the original complaint and all follow up information included and forwarded to the State PM as the Contractor’s follow-up steps occur.
- H) Customer Contact Information - Customers shall be asked if they would like to leave contact information in order that a complaint may be followed up in writing. If the customer requests written follow-up, the complaints shall be followed up with a letter to the customer that will clearly indicate the issues reported and steps taken toward resolution, with a copy to the State PM.

### 3.2.15 Quality Assurance

The Contractor shall provide technical and business support for the following:

- 3.2.15.1 Relay Service Quality Assurance Testing and Evaluation - The Contractor and the State PM will continuously evaluate the quality of Relay service with the objective of maintaining the service standards established in the RFP and/or by Federal and other State mandate.
- 3.2.15.2 The State or the State’s independent evaluator may perform quarterly formal evaluations, which at a minimum will evaluate five-hundred (500) actual Relay scripted test calls. The results of these surveys will be used to evaluate the Contractor’s performance. Results that do not meet the requirements of each area given below, at the minimum value for that area, may be the basis for the State to assess liquidated damages.
- 3.2.15.3 The Contractor shall cooperate with either a State or an independent evaluator selected by the State PM to identify quality issues.
  - 3.2.15.3.1 The Contractor’s performance will be assessed in the following areas. **The values noted in each area are the minimum values that are acceptable.** The State reserves the right to assess liquidated damages if the State, in its sole and exclusive judgment, determines that the Contractor fails to meet the minimum values as a result of testing for any given period of time, and for any given area.
    - A) Spelling Accuracy – An average of 90% of all QA tested calls shall have a spelling accuracy of 95% or better.
    - B) Verbatim – An average of 90% of QA tested calls shall be relayed verbatim. A sample testing will occur measuring the percentage of calls relayed verbatim.
    - C) Typing Speed - All QA tested calls shall be relayed at a minimum speed of 60 WPM, which will include spelling accuracy as measured. See Section 3.2.17.1 C.
    - D) Keeping user informed of call progress - Measure is at least 85% of the total number of users are kept informed of a call’s progress (example – you have reached an answering machine, put on hold, person talking to others not on call,

etc... Things a hearing person would know by listening on the call)

- 3.2.15.4 Contractor's Quality Assurance Plan - The Contractor shall have a Quality Assurance Plan for conducting, quantifying, recording, and scoring on a monthly basis their own separate quality assurance test call results. The State PM will share the standards used in the independent quality assurance testing with the Contractor to ensure consistency of testing. The Contractor shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the Relay Center to improve the quality of service provided by Maryland Relay.
- 3.2.15.5 State Access to Evaluation - The State shall have unlimited access to all phases, documentation and results of the Contractor's evaluation tests calls. The State may share this information and data with State management, auditors, and legislative bodies as necessary for reporting.
- 3.2.15.6 Annual Customer Survey - The Contractor shall conduct an annual customer survey by mail to obtain feedback from users. The State will work with the Contractor to develop a survey to access areas of concern. The survey will be approximately 10 – 15 questions with agree/disagree type answers to obtain quantifiable answers. The State PM must give prior express, written approval to the surveys, prior to their release, and have complete access to all results in summary and detail format.

### **3.2.16 Customer Confidentiality**

The Contractor shall provide the policies or information noted below within thirty (30) calendar days of the Kick-off meeting:

- 3.2.16.1 Written Confidentiality Policy – The Contractor shall have a Confidentiality Policy regarding call content privacy. A copy of the confidentiality policy shall be provided to users upon request.
- 3.2.16.2 Violation of Confidentiality - The Contractor shall have a policy for reviewing alleged violations of confidentiality. The State PM must give prior express, written approval of this policy. An operator or Supervisor who, after investigation, is found to have violated the confidentiality policy, shall be reprimanded, suspended, or terminated. Automatic termination for a second occurrence shall be imposed.
  - 3.2.16.2.1 All violations shall be reported to the State PM monthly.
- 3.2.16.3 Collection of Confidential Information - The Contractor shall be restricted to collecting only the personal information necessary to provide the Relay service being rendered, i.e. customer database information given on a voluntary basis. This information shall not be used or shared outside those associated with the State contract for any other purpose.
- 3.2.16.4 Confidential Emergency Information - If a user is in an emergency or life-threatening situation, or causes an emergency situation to exist by threatening the operator or Relay Center, names and specific information may be disclosed by the operator to a Supervisor to expeditiously address the situation.
- 3.2.16.5 Background Check - The Contractor shall have a criminal background investigation performed for all Contractor employees, agents, and subcontractors performing services under the State contract prior to the commencement of any work under the State contract. Even if a criminal background investigation has been obtained pursuant to a prior agreement with the State, a new one shall be performed for each individual providing service under the State contract. The criminal background investigations will be conducted at the Contractor's

expense. The Contractor has the responsibility of reporting to the State any positive criminal history of any Contractor employee, agent, or subcontractor as soon as this information becomes available. The Contractor shall perform annual updates on their criminal background investigation for all Contractor employees, agents, and subcontractors performing services under the State contract.

### 3.2.17 Operator Standards

The Contractor shall provide support and services that meet the following standards. The Contractor shall document each of the following requirements and/or standards within thirty (30) calendar days of the Kick-off meeting unless another timeframe is noted:

- 3.2.17.1 Operator Recruitment - The Contractor shall have employee recruitment and selection procedures, demonstrating that persons already on staff, or to be selected and employed as operators, meet all proficiency requirements as specified in this RFP. Operators shall be able to expeditiously and accurately type a TTY Relay message. This will include, but not be limited to:
- A) English Grammar - Basic skills in English grammar are required to be assessed quarterly by a written test(s) measuring grammar at a first year college level. Results are to be submitted to the State PM as operators are hired. The Contractor shall document its proposed Testing Plan for English Grammar to the State PM for prior express, written approval.
  - B) Understandable Voice - Operators shall be able to speak in a clear, concise, and understandable manner. Traditional TRS operators shall be fluent English speakers to facilitate operator understanding of STS users and understanding of hard-of-hearing users.
  - C) Typing Speed and Accuracy - The Contractor shall require all operators, including trainees during any probation period, to possess a minimum typing speed of sixty words per minute, with a maximum error rate of no greater than five percent (5%) before being allowed to process a Maryland Relay call. The formula to calculate words per minute is:  
Five (5) keystrokes (four alphanumeric characters plus one space) per “word,” requiring three hundred (300) keystrokes per minute, to achieve sixty words per minute with a maximum error rate of no greater than five percent (5%).  
(Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters “attached” to that macro. Similarly, a macro executed with two key strokes shall count for two keystrokes regardless of the number of alphanumeric characters “attached” to that macro.)
  - D) Spelling Skill Level - The Contractor shall require that all operators possess spelling skills at a level equivalent to those used in the first year of college.
  - E) The Contractor shall document its proposed Testing Plan for Spelling Skill Level to the State PM for prior express, written approval.
- 3.2.17.2 Translation/Interpretation – ASL and Translator/Interpreter Guidelines
- A) The Contractor shall submit a final version of Translation/Interpretation (ASL) American Sign Language and Translator/Interpreter Guidelines document within thirty (30) calendar days after the Kick-off Meeting. For purposes of this RFP and contract, (ASL) ‘American Sign Language’ and ‘Translator/Interpreter Guidelines’ means and must include:
    1. That the full and complete context meaning and grammar are translated into the target language; and

2. ASL gloss should never be voiced word-for-word without meaning and translation.
- B) Verbatim ASL Call - The verbatim interpretation of a call involving the two languages, ASL and English done by a trained, qualified person. As stated below, only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user.
  - C) The Operator/Supervisor shall have the ability to recognize the necessity of utilizing an ASL translator/interpreter. ASL is a visual language and does not have a written form nor is the visual language to be voiced in the word order used when voicing. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced in that form. Only a person fluent in both languages is to attempt to voice ASL gloss into spoken English or to type spoken English back to an ASL user in an English structure matching the register of the ASL gloss.
  - D) Who Can Translate/Interpret - Only operators/Supervisors who have been tested and certified for Maryland Relay Certification by a method that has prior express, written approval from the State PM may do ASL translation/interpretation in any form. All other operators are to call upon an ASL translator/interpreter for assistance.
  - E) Maryland Relay Certified: The Contractor shall have testing procedures used to measure the level of the operator's ability to interpret/translate ASL, the frequency with which this level is tested, and the acceptable scoring range in order to be certified.
    1. The Contractor shall submit a copy of the test that they propose to be utilized at the Kick-off Meeting to the State PM.
    2. The Translator/Interpreter Test shall be developed in coordination with interpreting professionals within thirty (30) calendar days of the Kick-off meeting and have prior express, written approval from the State PM before implementing. Any changes in the testing during the contract period shall be submitted to the State PM.
  - F) Test Areas for Maryland Relay Certification-
    1. The translator/interpreter test shall cover spelling, grammar, typing, dictation, characteristics of ASL (as they may be reflected in the written language of TTY users to the extent that the operator is aware of the need for the ASL translator/interpreter), Deaf culture, ethics, confidentiality, and professional judgment.
    2. Minimum Translator/Interpreter Test Requirements - Test questions will not be available to an operator before testing and shall be changed at least annually. Testing the Translator/Interpreter is required at initial certification only.
    3. As noted in Section 3.2.17.2.E, only those operators with Maryland Relay Certification may translate ASL calls.
- 3.2.17.3 Identification of Operator Trainees - Trainees shall be identified to both the voice and TTY customers of a Telecommunications Relay call at the onset of each conversation, mitigating potential for criticism of operator quality or speed.
- 3.2.17.4 Operator Monitoring - The Contractor shall ensure that the Supervisor has the capability for remote, silent monitoring of both the Standard Phone and TTY leg of a call being processed by any operator. Observing or listening to actual calls is prohibited except for training or monitoring purposes or other purposes specifically authorized by the FCC, the PSC, the

Department, or by this RFP.

- 3.2.17.4.1 The State PM is to receive monthly reports by the 15th of the month following the month of activity, identifying the issues found during monitoring and the necessary, appropriate, corrective action taken.
- 3.2.17.5 Appropriate Voice Tone and Tempo by Operator - The operator shall use a conversational voice tone and tempo of voice appropriate to the type of call being made when speaking for the TTY user.
- 3.2.17.6 Voice 'Inflection' by Operator - The operator shall utilize the voice inflexion cue typed by the TTY user instead of voicing the actual cue word. Example: The word "smile" should not be voiced; the voice tone should indicate a "smile in the voice."
- 3.2.17.7 Change of Voice User During a Call - Operators shall indicate to the Relay user(s) if another speaking person comes on the line.
- 3.2.17.8 Keep the User Informed - Operators shall keep the TTY user fully aware of the non-TTY user's tone of voice and inflection. For example, the operator can type in parentheses that a person is (being rude), (yelling), (laughing), (crying), or other characteristics of behavior. Background noise that the operator hears will be Relayed. The operator shall use terms to identify voice characteristics by typing statements like, (sounds angry), (sounds rude), (sounds impatient), etc.
- 3.2.17.9 Call Status - Operators shall keep the user informed of the status of the call, i.e. (dialing), (ringing), (busy), (disconnected), or (on hold) (transferring to billing department). Operator shall maintain contact with the caller during a hold period, for the purpose of receiving instructions from the caller such as hang up and dial again, or hang up and call another number at the Relay user's direction.
- 3.2.17.10 Users Control - The operator shall allow the Relay user to have the option of telling the operator what aspects of the call (s)he will handle. For example, the TTY user may request to introduce Relay Services to the called party rather than have the operator do it.
- 3.2.17.11 Explanation of Relay to a User -
  - A) Standardized Explanation - The Contractor shall have standard explanations of the various types of Relay calls that will be used by all operators, as needed. (If the standard phone user indicates - in any way - that they do not understand Relay, the operator will explain. Otherwise, no explanation is needed.)
  - B) When the operator needs to explain the Relay to a Standard Phone user, the operator shall type (explaining Relay) for the benefit of the Relay user. Conversely, when the operator needs to explain Relay to a Relay user, the operator will inform the Standard Phone user that an explanation is taking place.
- 3.2.17.12 Redials on Busy Signal - Operators, if requested by the caller, shall permit unlimited re-dials. The caller will not be required to give calling information each time. This is to include, but not be limited to, local calls, phone debit card calls, and long distance calls.
- 3.2.17.13 Comments to the Operator - All comments directed to either party by the operator shall be relayed. These comments shall be typed in parentheses, for example, (Will you accept a collect call?)
- 3.2.17.14 Comments to the Operator - All comments directed to the operator by either party shall also be Relayed, for example, (Yes, I'll accept the collect call.)
- 3.2.17.15 Operator Conversations With Users - The operator shall not have side conversations with the Standard Phone or TTY users that are not available to both parties.
- 3.2.17.16 Operator Participation in Calls - The operator shall never become an active participant in a

call by giving opinions, suggestions, or answers to questions posed by either the TTY user or Standard Phone user.

- 3.2.17.17 Use of Third Person - If either party uses the third person form of speech, the operator shall relay the statement in the third person. The operator shall instruct the party no more than 2 times to use first person after that, the operator is to type the third person wording.

### **3.2.18 Operator Training**

The Contractor shall provide support and services that meet the following standards. The Contractor shall document each of the following requirements and/or standards within fifteen (15) calendar days of the Kick-off meeting, unless another timeframe is noted.

In addition, all training reports that require a monthly submission are due by the 15<sup>th</sup> of the month, following the month of activity.

- 3.2.18.1 Staff Training Plan - The Contractor shall submit a staff-training plan indicating training topics and time frames, a copy of training materials used, and a list of individuals and/or organizations assisting with the training, along with a separate, updated list of staff that have completed the training. The Training Plan updates are required to be provided to State PM as changes are made.
- 3.2.18.2 Training Schedule - The State PM shall be provided with a schedule of all training and may monitor training without prior notice.
- 3.2.18.3 Specialized Training – In addition to training for new staff referenced in Section 3.2.18.6.X, a minimum of an additional twenty (20) hours of specialized/cultural training during each year of the contract shall be given to all staff members working in any position in the Relay Center.
- 3.2.18.3.1 Specialized Training – This training shall be provided by experts from the deaf, hard of hearing, deaf-blind, and speech disabled communities in the field of language interpreting, ASL, Deaf culture, and speech disability. Training modules shall be interactive to facilitate operator input/questions/understanding regarding the various Relay user groups.
- 3.2.18.3.2 Specialized Training – Preference shall be given to trainers who are representative of the above-mentioned groups. The PM shall have final approval of all Specialized Training Modules.
- 3.2.18.3.3 Specialized Training – The Contractor shall ensure that all staff members working in any position in the Relay Center receive this training every calendar year.
- 3.2.18.4 Operator Training on Using an ASL Translator/Interpreter - The Contractor shall train operators as to the appropriate time and situation to obtain an ASL translator/interpreter, who may handle ASL translation/interpretation, and how to identify ASL gloss.
- 3.2.18.5 Probation Period After Training - Operators who are hired shall serve a probationary period of at least ninety (90) calendar days with the continuation of their employment contingent upon performance judged to be satisfactory or better. During this time, the operator shall identify himself or herself as an operator in training.
- 3.2.18.6 Training Procedures for Relaying Communication - The Contractor shall ensure that every operator is trained in, and will adhere to, the following procedures for all Maryland Relay calls:
- A) User Control of Call - The Relay user is in control of the call. The Relay operator shall follow the Relay user's instructions for all calls.

- B) Accuracy of Information in a Relay Call -Operators shall convey the full content, context, and intent of the communication they relay. For instance, the Operator may not summarize, paraphrase, add, or change the content of the call unless requested otherwise by a user. Example: “I know what the answering machine message says. Just let me know when to leave my message.”
- C) Error Correction - Operators shall continue in a forward direction by typing xx (common TTY convention for error) and retyping the word, rather than using the backspace key to correct typing errors.
- D) Verify Spelling - Operators shall verify spelling of proper nouns, numbers, and addresses, which frequently have alternate spellings that are spoken. Example: To voice user: “is that name E -U-T-A-W, or, U-T-A-H Street?” When the operator types the verified word, it is to be typed with a space between each letter indicating to the TTY user that the spelling of the word has been verified. If the TTY user has typed a name or address, the operator is not to verify that information again, unless, the request is made by the hearing user. Either user has the right to decline spelling verification on individual calls or in their Customer Preference Database record.
- E) Operator Number and Gender - A Relay user shall be given the operator’s identifying number and gender at the beginning and end of the Relay call and informed if there is a change of operator during the call. Upon request of either side of the call, the operator will be switched. The operator may not request an explanation for the requested switch of operators.
- F) Operators Will Not Drop Inbound or Outbound Caller if a Supervisor is Requested - The operator will stay on the line until both parties have terminated the call. If the called party wishes to speak to a Supervisor, the operator is to hold onto the call while contacting a Supervisor and resolving a customer concern even if the inbound party has disconnected.
- G) Obscenity - Contractor shall have a plan to ensure that the following requirements are met:
  - 1) Value Judgments - Operators shall not make a value judgment on the profanity, obscenity or legality of any messages.
  - 2) Part of a Conversation - Obscenity included in the conversation between the inbound and outbound parties, even if it is referring to an operator, shall not be construed as obscenity directed at the operator.
  - 3) Escalation - Escalation procedures for Obscenity/Abuse shall be in place.
  - 4) Transfer Of Call To A Supervisor - It is acceptable to transfer callers to a Supervisor when obscenities are directed toward the operator.
- H) Caller’s Name Not Required - Callers shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). If a full name would facilitate the call, the operator may ask for that information and explain the purpose for doing so. However, the operator shall not refuse to process a call if the caller refuses to give full names.
- I) Answering Machines - Operators will leave messages on answering machines or other voice processing systems if the Standard Phone or TTY caller activates one while making the call. The Contractor shall document its procedures for fulfilling these requirements, including the following steps:
  - 1) Keep Caller Informed - The operator shall inform the caller when an answering



- machine has been reached, and will transmit to the caller the full content of the outgoing message, unless otherwise directed by the caller.
- 2) Ask to Leave a Message - The operator shall ask the caller if the caller wishes to leave a message.
  - 3) Messages Left on Machine - The operator shall relay the caller's complete message to the machine, either by voice or by TTY. If the caller instructs the operator to leave a TTY message on a voice answering machine, or if an answering machine has both voice and a TTY outgoing message, the operator will leave the message as instructed.
  - 4) Message Confirmation - The operator shall confirm to the caller that the message has been left.
  - 5) No Charge for Redials - The caller shall only be charged for one call (the first call) regardless of the number of re-dials required to capture the full outgoing message and to leave a message.
  - 6) Message Retrieval - Operators shall retrieve messages from voice processing systems (answering machines, voice mail, etc.) and Relay a TTY message to a Standard Phone user or a voice message to a TTY user.
  - 7) Retrieval Procedures - The Contractor shall ensure the ability to retrieve messages from answering machines at the same location or at remote location.
  - 8) Retrieval Access Codes - Retrieval procedures shall include methods for obtaining any necessary system access codes from the user and equipment required by the Relay user to access this feature.
- J) Same Protocol Release - i.e., FAX on demand on a Relay call – The operator shall release a Relay call if a Relay user reaches a person using the same protocol or call type that will be accepted instead of the user mode originally called. Relay users will not have to redial a number to leave a message, receive FAX on demand at the end of a conversation, or continue the call with an acceptable (to the caller) replacement using like phone equipment.
- K) Training Procedures for Emergency Calls Handled by Remote Center - The Contractor shall have a mechanism in place to ensure uniform procedures that will be maintained during the call distribution process in the event that calls shall be temporarily transferred to a non-Maryland Center during an emergency situation.
- L) Training Procedures for Emergency Calls Handled by Remote Center - This process shall include, but will not be limited to, the process in place at the remote center to ensure the immediate access to, and updating of, correct Public Safety Answering Point (PSAP) information and the correlation of the inbound NPA/NXX/XXXX to the corresponding PSAP in Maryland.
- M) Operator Monitoring for Training Purposes - Operators shall be monitored during training and on a monthly basis, to ensure that proper procedures are being followed by the operator and that calls are being relayed appropriately. Observing or listening to actual calls by anyone other than the Relay operator is prohibited except for training or monitoring (by Supervisors or the Contract Manager) purposes.
- N) Operator Counseling - The Contractor is required to ensure that a counseling and support program that will help operators deal with the emotional aspects of Relaying calls is in place.
- O) Operator Identification - Relay system operators shall immediately identify themselves when answering a call by using the macro that states MD Relay OPR XXXX (F or M)

where XXXX indicates the number assigned to that operator and the letters F or M indicate the operator's gender.

- P) Operator Identification - The operator shall voice this information to any user who receives information by auditory means.
- Q) Operator Identification - Operator Identification is to be provided at the beginning and end of each call.
- R) Operator Policies and Procedures Manual - Upon award of contract, the Contractor shall provide the State PM, within fifteen (15) calendar days of the Kick-off Meeting, a complete Operator Policies and Procedures Manual that shall include, but not be limited to, references to confidentiality, handling of emergency and crisis calls, consequences of non-compliance with policies and functions of a Relay operator. Updates to the manual shall be given to the State PM for prior express, written approval no less than ten (10) calendar days prior to the required update time.
- S) Emergency Policy and Procedures - The Contractor shall have in place a policy for handling the emergency and hotline calls that it receives.
- T) Emergency Policy and Procedures - The Contractor shall provide a written copy of any changes to emergency procedures to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures. Procedures shall be approved by the State PM prior to implementation.
- U) Emergency Policy and Procedures - The policy, which shall be approved by the State PM, is to include, but is not limited to:
  - 1) ANI/ALI - The Contractor shall have the ability to receive the call information digits from the inbound caller, store the information digits, and send it out on the outbound call in a manner that will enable the PSAP to use the information to obtain the name, address, and location of the inbound caller without input from the operator.
  - 2) Change of Operators - Only a Supervisor, who has been involved in the entire call, may replace an operator during a 9-1-1 call.
  - 3) Call Forms for 9-1-1 Calls - All forms used by operators and/or Supervisors in relation to 9-1-1 calls shall be included in the policy documentation.
  - 4) The policy shall include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line.) This policy must demonstrate how the ANI is passed to the most appropriate PSAP.
- V) Training for Hot-line Calls - The Contractor shall develop and document procedures in coordination with the State to ensure that hot line and emergency policies and procedures meet the State's standards. All hot line and emergency procedures shall be approved by the State PM before implementation.
- W) Public Safety Answering Point (PSAP) Verification - The Contractor shall verify that all Maryland PSAP numbers have been tested to ensure the accuracy of the Maryland Relay Center list at a minimum of every six (6) months or immediately when any change is made to the PSAP list. The PM is to be notified within 24 hours of any PSAP change. If the Contractor uses a third party to update and connect to the most appropriate PSAP, the Contractor is responsible for its subcontractor's compliance with this requirement
- X) Disability Awareness - New Relay Center staff, including management, shall receive training in disability issues, ASL, Deaf culture, hard of hearing issues, speech disabilities, diversity issues, ethics, and confidentiality.
- Y) Disability Awareness - The Contractor shall provide the State PM a copy of the training

materials, personnel trained, dates and hours of training upon request.

- Z) Training Materials - The Contractor shall provide to the State PM a copy of all training materials, manuals, and requirements pertaining to Traditional Relay features as well as the additional training materials provided to STS operators. All subsequent updates to these documents will be submitted to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the time they are to be incorporated.

### **3.2.19 Project Meetings and Reporting**

The Contractor shall support and attend meetings with appropriate Contractor's resources and key staff as requested.

All meetings, except senior management meetings, may be by video, phone, or conference call. If any requirement in this Section is stated otherwise, the Contractor shall request prior approval for video meetings from the State PM and at the State PM's discretion.

- 3.2.19.1 Meeting Requirements - The Contractor shall meet with State staff every two weeks, or as otherwise arranged by the State PM. The Center Operations Manager, the designated Account Liaison/Manager Dedicated Outreach Staff Person, Contractor's subcontractors shall attend these meetings, and other Contractor personnel as required by the State PM to address specific issues.

All reports that are noted to be due 'monthly,' are due by the 15<sup>th</sup> of the month following the month of service activity. In addition, no reports can be in a 'read only' format as the State staff must be able to manipulate the data if necessary.

- 3.2.19.2 Reporting Requirements - Reports requested by the State shall refer to Maryland Relay activities of one calendar month unless requested otherwise. Reports shall be provided to the State PM in hard copy format, plus one set on CD-ROM using Microsoft Office products or other State acceptable format.
  - 3.2.19.2.1 All reports shall become the property of the State, e.g., not copyrighted by the Contractor, and shall become public record with exception to reports containing confidential information. If the 'confidential information' is information that the Contractor feels is proprietary, then that information must be marked accordingly. The State will subsequently review the information to see if it is in agreement.
  - 3.2.19.2.2 In addition to periodic, ad-hoc or other reports as requested by the State, the Contractor shall provide the reports shown below, which shall be presented in both tabular and graphic format, unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.
  - 3.2.19.2.3 All reports provided for any Governors' Advisory Board for Telecommunications Relay (GABTR) or other open meetings must be provided in alternate format, to include but not limited to, large print and Braille upon request with two weeks' notice.
- 3.2.19.3 Additional Reports - The Contractor shall provide for technical and business support to the State upon the State's request for up to one hundred (100) additional reports (over and above the Reports noted in Section 3.2.19.5 and 3.2.19.6 below) over the life of the contract. This is for entirely new reports other than those shown below.
- 3.2.19.4 As with the known reports required in the next section, the Contractor shall provide the State

with professional interpretation, analysis and explanation of any reports provided. Within two months of award, the Contractor shall meet with the State PM to determine types of data available for reporting purposes in order to set up any additional regular monthly reports requested.

3.2.19.4.1 Technical and Business Support to Ad-Hoc Reporting: The Contractor shall provide the State the ability to perform ad-hoc reporting on the platforms and applications used by the Contractor in its reporting. The State PM must give prior express, written approval for each Ad-Hoc Report developed by the Contractor. However, any further Technical and Business support required for assisting the State in this ad-hoc reporting shall fall under the requirements of 'Additional Reports.'

3.2.19.5 Required Monthly Reports:

3.2.19.5.1 The Contractor shall provide for technical and business support to the State for the known reports as documented below. This support includes debugging or re-formatting of the reports shown below to the State's satisfaction.

3.2.19.5.2 As with the new addition reports noted in Section 3.2.19.3, the Contractor shall provide the State with professional interpretation, analysis and explanation of any reports provided.

3.2.19.5.3 During the first two months of contract award, the Contractor shall meet with the State PM to map necessary data fields, and to discuss format and timing of the reports.

- A) Quality Measurement Results Report – Quality assurance evaluations, surveys, monitoring, or other quality measurement tools, as required in this RFP, within fifteen (15) calendar days of completion.
- B) Complaint Summary Reports – The Contractor shall provide monthly reports, summarizing complaints received, subject of each complaint, and a description of how each complaint was or will be resolved. In addition to the detailed report, there shall be a narrative report that will be consolidated and used by the State and filed annually with the FCC. The Contractor shall work with the State PM to ensure that the Contractor Complaint Summary Report is in the format filed with the FCC by the Department. Reports shall detail the number of contacts as well as number of complaints. i.e., one customer contact may include two (2) issues.
- C) Operator Participation in Outreach Report – The Contractor shall provide a monthly report of operator participation, which will include, but not be limited to, operator name, date, event, description of operator interaction and how it relates to the Maryland Relay.
- D) Daily Delayed Calls Report – Number of calls and time answered or abandoned in 5 second increments beginning with 5 seconds through 90+ seconds for all calls offered (including Abandoned Calls) to the Contractor's switch. This shall include any calls that may, for any reason, be transferred and handled by another center.
- E) Violation of Confidentiality Report – Lists operators or Supervisors who, after investigation, are found to have violated the confidentiality policy. The report should include, but may not be limited to: the operator identification, date and time of violation, nature of violation and the action taken.
- F) Wrong number reports – When a customer calls Relay in error, these calls must be sent to the Contractor's customer service to record and report who the caller was attempting to contact. The call is to be released by the operator so minutes of service do not accrue.

- G) Operator Monitoring Report – Identifying the issues found during operator side-by-side monitoring and silent monitoring. The report is to show issues and the corrective action taken.
- H) Monthly Training Reports – The State PM is to receive monthly written reports on operator training and activities.
- I) Traffic Reports – See Attachment I for narrative of required reports which include but are not limited to the following reports:
  - 1) All Calls Distribution
  - 2) Answer Performance
  - 3) Daily Report
  - 4) Daily Inbound Call Access
  - 5) Call Access
  - 6) Outbound Calls and Minutes
  - 7) Inbound calls method to include Cellular, Interconnected VoIP, and Analog
- J) Calls to MD Relay Access Number – List of all calls made to a MD Relay Access number.
- K) STS (Speech-To-Speech) Testing Report – Results of all STS tests to the State PM on a monthly basis.
- L) Calls Transferred Out of the Maryland Primary Relay Center – All occurrences and the reason for all calls being transferred out of the Maryland Primary Relay Center to another Relay Center.
- M) Cumulative Monthly Service Interruption Report (By incident, time and duration)
- N) Existing reports defined in Attachment I

#### 3.2.19.6 Miscellaneous Required Reports

- A) Annual Report – The Contractor shall submit an annual report summarizing operations for the calendar year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, and traffic projections for future years. The annual report shall be due within forty-five (45) calendar days of the end of the calendar year.
- B) Re-certification Application to the FCC Report – The Contractor shall work with the Department to provide the information required to complete the five (5) year State re-certification process to the FCC.
- C) Outreach Budget Report – The Contractor shall provide Outreach Budget Report on a monthly basis that will detail all expenditures and include declining balance.
- D) Macros Report (Quarterly) - At time of award, the Contractor shall provide to the State PM, a complete, detailed list of all macros used or planned to be used. This list is to be submitted to the State PM every quarter beginning with the award date of the Contract. If any macros are developed during a quarter, all modifications shall be given to the State PM at least one week before implementation.
- E) Reporting Carriers Contacted Report (Quarterly) –Beginning at the time of award and quarterly thereafter:
  - 1) List of all carriers contacted, the Point of Contact (POC) for the carrier, and the status of the carrier’s availability/accessibility via Maryland Relay.
  - 2) A separate report is to indicate the carriers who refuse to comply along with a POC, which will be forwarded by the Department to the Maryland Public Service Commission (PSC) and the FCC for facility-based carriers or non-facility-based carriers.

- F) Public Safety Answering Point (PSAP) Verification Report- Listing of all PSAP phone numbers, verifying that all Maryland PSAP numbers have been tested to ensure the accuracy of the Maryland Relay Center list at a minimum of every six (6) months or at any time changes are made to the list.
- 1) Call Forms for 9-1-1 Calls - All forms used by operators and/or Supervisors in relation to 9-1-1 calls shall be included in the policy documentation with a monthly copy provided to the State PM.
  - 2) The Contractor shall submit a monthly report to the State PM that will include the number of calls to 9-1-1 via the Maryland Relay. This report shall detail any problems in contacting the appropriate 9-1-1 Center.
  - 3) The Contractor shall provide, on a monthly basis, a report generated from the Contractor's platform indicating the inbound NPA-NXX and county, outbound PSAP number, time, date, and operator number. See No. 6 below. This is a separate report than No. 6, if a call goes through a TRS platform.
  - 4) Remote Call Center PSAP Report - All remote sites that handle Maryland calls shall follow the Maryland verification procedures. A separate monthly verification report will be required from each of the remote locations that handle Maryland Relay 9-1-1 calls.
  - 5) 9-1-1 Supervisor Assist Report - The Contractor shall submit a monthly log filled out by the floor Supervisors, which includes number of calls to 9-1-1 via the Maryland Relay and the name of the Supervisor assisting the operator on this call. This report shall detail any problems in contacting the appropriate 9-1-1 center.
  - 6) Out-dial to PSAP Report - The Contractor shall provide, on a monthly basis, a report generated from the 3rd party contractor's platform indicating the inbound NPA-NXX, outbound PSAP number, time, date, and operator number. See No. 3 above. This is a separate report than No. 3, if a call goes through a third party PSAP connection platform.

### **3.2.20 Deliverables Acceptance Criteria Process**

- 3.2.20.1 The Contractor shall present deliverables, upon completion, to the State PM for review, testing, and formal acceptance.
- 3.2.20.2 The Contractor shall memorialize each delivery in a Delivery Confirmation, which sets forth the nature and condition of the deliverable(s), the medium of delivery, and the date of its/their delivery.
- 3.2.20.3 The State PM shall countersign such Receipt of Deliverable Form (Attachment J) for delivery confirmation to indicate receipt of the contents described therein.
- 3.2.20.4 The State CM shall commence acceptance testing or reviews following receipt of the deliverables. Upon completion of such testing, the State CM shall issue to the Contractor notice of acceptance or rejection of the deliverables using Attachment K.
- 3.2.20.5 In the event of rejection, the Contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible. If an item is not accepted within ten (10) calendar days, unless otherwise specified in this RFP, by the State PM, the Contractor must notify the State PM in writing of the risk associated with the delay. Follow-on project items may not continue until a deliverable is determined to be satisfied, as indicated in writing by the State PM by either acceptance, or waiver of condition associated with the deliverable.

**3.2.21 Contract Milestones/Deliverables**

- 3.2.21.1 The Contractor shall prepare a Work Breakdown Structure (WBS) using Microsoft Project as part of its Project Management Plan and methodology explanation. This WBS must provide a detailed work plan with milestones and associated deliverables and project work effort to accomplish each milestone, unless otherwise specified.
- 3.2.21.2 The Contractor should refer to the Maryland System Development Life Cycle document for the format of the deliverables (See [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov), keyword SDLC). Any changes to the WBS shall have express, written approval by the State PM. Contractor shall provide notification at least ten (10) calendar days prior to any changes to the WBS.
- 3.2.21.3 Below is an example of the Milestone/Deliverable chart that would capture the project’s Milestones and Deliverables. Any exclusions from this chart for deliverables noted elsewhere in the RFP by the State would be inadvertent. The Contractor is fully responsible for all deliverables and requirements noted in the RFP, and as contracted.
- 3.2.21.4 All deliverables listed below will require the Contractor to provide updates to the deliverables as updates/changes are made at no additional cost to the State.

<i>Milestones</i>	<i>Deliverables</i>	<i>Acceptance Criteria</i>	<i>Due Date</i>
<b>I. Project Initiation Milestone</b>			
	Kick-off Meeting	<ul style="list-style-type: none"> <li>• Initial meeting with DoIT Project Management to understand and communicate timeline, requirements and transfer documentation.</li> <li>• MS Power Point Presentation that provides information that addresses the requirements contained in Section 3.2.5.5.3 – 3.2.5.5.7, 3.2.8.22.1.E, 3.2.11.3.D.iii.6, and 3.2.17.2.E.1</li> </ul>	NTP + ten (10) calendar days after contract award
	Final Transition Plan	<ul style="list-style-type: none"> <li>• Microsoft Word document that provides information that addresses the requirements contained in Section 3.2.5.5.3, 3.2.5.5.4, 3.2.5.6, 3.2.5.7, and 3.2.6.4</li> </ul>	Ten (10) calendar days after Kick-off meeting
	Testing Plan for English Grammar	<ul style="list-style-type: none"> <li>• Microsoft Word document that shall comply with requirement in Section 3.2.17.1 A.</li> </ul>	Within thirty (30) calendar days after Kick-off Meeting. Results of testing as new hire come on board.
	Testing Plan for Spelling Skill Level	<ul style="list-style-type: none"> <li>• Microsoft Word document that shall comply with requirement in Section 3.2.17.1 D.</li> </ul>	Within thirty (30) calendar days after Kick-off Meeting. Results of testing as new hire come on board.
	Translation/Interpreta	<ul style="list-style-type: none"> <li>• Microsoft Word of Translation /</li> </ul>	Within thirty (30)

	tion – ASL and Translator/Interpreter Guidelines	Interpretation (ASL) American Sign Language and Translator/Interpreter Guidelines document in compliance with Section 3.2.17.2.	calendar days after the Kick-off Meeting
	Translator/Interpreter Test	<ul style="list-style-type: none"> <li>• Microsoft Word that shall be developed in coordination with interpreting professionals and comply with Section 3.2.17.2.E and 3.2.17.2.F.</li> </ul>	Within thirty (30) calendar days of the Kick-off meeting.
	Training Materials and manuals for Traditional Relay Features and Operators.	<ul style="list-style-type: none"> <li>• Microsoft Word that addresses the requirements contained in Section 3.2.18.</li> </ul>	Within fifteen (15) calendar days of the Kick-off meeting
	Training Plan	<p>Microsoft Word that shall address:</p> <ul style="list-style-type: none"> <li>• Staff Training Plan</li> <li>• Training Schedule</li> <li>• Training Procedures for Emergency Calls Handled by Remote Centers</li> <li>• Emergency Policy and Procedures</li> <li>• Training for Hot-line Calls</li> </ul>	Updates provided to State PM as changes are made.
Public Safety Answering Point (PSAP) Verification	No deliverables required as this is task milestone.	Task will be conducted in accordance with Section 3.2.18.6.W.	Minimum of every six (6) months or immediately when any change is made to the PSAP list.
	Complaint Resolution Plan	<p>Microsoft Word document that contains:</p> <ul style="list-style-type: none"> <li>• procedures for collecting and handling complaints, inquiries,</li> <li>• And comments regarding the Contractor’s service or personnel as they relate to call processing.</li> </ul> <p>Additionally, Plan must meet requirements in Section 3.2.14.8 – 3.2.14.10.</p>	Within thirty (30) calendar days of the Kick-off Meeting.
	Operator Policies and Procedures Manual	<ul style="list-style-type: none"> <li>• Microsoft Word document that complies with requirements in Section 3.2.18.6 R.</li> </ul>	Within fifteen (15) calendar days after Kick-off Meeting
	Operator Standards	<ul style="list-style-type: none"> <li>• Microsoft Word document that address all the requirements in Section 3.2.17.</li> </ul>	Within thirty (30) calendar days of the Kick-off meeting
	Written Confidentiality Policy	<ul style="list-style-type: none"> <li>• Microsoft Word document that contains information in compliance with Section 3.2.16.1.</li> </ul>	Within thirty (30) calendar days of the Kick-off meeting.



			A copy of the confidentiality policy shall be provided to users upon request.
	Violation of Confidentiality Policy	<ul style="list-style-type: none"> <li>Microsoft Word document that contains information in compliance with Section 3.2.16.2.</li> </ul>	Within thirty (30) calendar days of the Kick-off meeting.
	Carrier of Choice Access Plan	<ul style="list-style-type: none"> <li>Microsoft Word document that contains information in compliance with Section 3.2.8.22.1.</li> </ul>	Initial Plan within thirty (30) calendar days of NTP.  Updates submitted to the within fifteen (15) calendar days of the updates.
	Project Management Plan (PMP)	<p>MS Word Document that will include:</p> <ul style="list-style-type: none"> <li>9 Project Management Body of Knowledge (PMBOK) Areas including Staffing Plan, Risk Management, and Contract Management</li> <li>PMP shall be compliant with Maryland SDLC.</li> </ul> <p>Additionally, PMP will include a WBS and schedule demonstrating Project Plan and Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, and Resources.</p>	<p>Draft PMP provided at Kick-off Meeting.</p> <p>Final PMP provided within ten (10) calendar days after the Kick-off Meeting.</p>
	Communication and Contact Plan	<p>MS Word document that will include the following:</p> <ul style="list-style-type: none"> <li>Contact Information</li> <li>Contingency Communication and Contact Plan with detailed information.</li> </ul>	Provided at Kick-off Meeting. Updates as requested.
<b>II. Transition and Setup Milestone</b>			
Process all Maryland Relay Calls through any of its other centers during transition	No deliverables required as this is task milestone.	The Contractor shall assume responsibility for the Maryland Relay Calls by providing all services beginning no later than June 1, 2013. The Contractor may process all Maryland Relay Calls through any of its other centers during the transition period up to ninety (90) calendar days after execution of the contract by the State in addition to a Notice To Proceed provided	90% of all Maryland Relay Calls must be processed through the Maryland Primary Relay Center no later than the ninety (90) calendar days

		by the State Project Manager.	indicated.
Setup Tasks	No deliverables required as this is task milestone.	<ol style="list-style-type: none"> <li>1. Draft Transition and Setup Plan submitted with proposal.</li> <li>2. H/W, S/W, and Telecommunication Setup.</li> <li>3. Create Security identification(s), Security Access and Update System Administration.</li> <li>4. Establish TSP Level 3 which is applicable to the new center and/or document the current. TSP Level 3 that is current in the Primary Center.</li> <li>5. Obtain badges for all Relay Center employees from MEMA/Local Emergency Management.</li> <li>6. Initial facility walk-thru for DoIT.</li> <li>7. End-to-End Performance Testing.</li> <li>8. Complete all background checks for Relay Center employees.</li> </ol>	30 calendar days prior to processing Maryland Relay calls.
	Quality Assurance Plan	<ul style="list-style-type: none"> <li>• Microsoft Word document that contains information in compliance with Section 3.2.15.4.</li> </ul>	At Kick-off Meeting.
	Final Disaster Recovery Plan and Escalation.	MS Word document that shall include at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information in accordance with Section 3.2.8.16.4 – 3.2.8.16.5.	Within ten (10) calendar days after Kick-off Meeting. Updates provided annually or as changes are made.
<b>III. Quality Assurance Testing</b>			
Monthly Quality Assurance Testing by Contractor	No deliverables required as this is task milestone.	Contractor shall perform its own internal quality assurance testing in accordance with Section 3.2.15.4 and Section 3.2.19.5.3.A.	Monthly on 15 <sup>th</sup> of Month after service is turned up.
Updates to Contractor's Quality Assurance Testing Process shall be submitted throughout the term of the Contract	No deliverables required as this is task milestone.		As updates are made and submitted throughout the term of the Contract
	Annual Customer	Microsoft Word document that complies	Annually. Date to

	Survey	with requirement in Section 3.2.15.6. Result of the survey shall also be made available to State.	be provided by State.
IV. Testing of Emergency Shutdown & Evacuation of Relay Center			
	Security Plan	Microsoft Word document that is inclusive of Facility/Physical security, Disaster Recovery Plan, backups, and System Security and in accordance with Section 3.4.4.	Submitted ten (10) calendar days after Kick-off Meeting.
Annual Testing of Emergency Shutdown & Evacuation of Relay Center	No deliverables required as this is task milestone.	As part of the tasks, a performance and evaluation report of the emergency shutdown and evacuation process (including timing) will be provided as a post-mortem of each annual test.	Annually. Date to be provided by State.
V. Ongoing: Invoicing/Meetings/Reporting, etc. Note: Any note as to 'bi-weekly' means 'every two weeks.'			
	Monthly Invoicing		Monthly
Outreach and Advertising		Weekly Meetings with Dedicated Outreach/Public Relations Position at no less than weekly in accordance with Section 3.2.11.3.A.v.	Weekly meetings
	Documentation of all customer complaints	In accordance with Complaint Resolution Plan.	Within 24 hours (ongoing).
Technical and business support	No deliverables required as this is task milestone. Any reports will be requested.	Meetings and reporting as requested.	As requested.
Status Meetings	No deliverables required as this is task milestone.		Every two weeks, monthly, quarterly, and annually (with surveys and reports as applicable) for the position, or less often as requested by the State PM.
	Written Customer Complaint follow-up.	In accordance with Complaint Resolution Plan and in compliance with Section 3.2.14.10.	Specific to each complaint.
	Required Monthly Reports	See Section 3.2.19.5 for all Required Monthly Reports and Attachment I.	Monthly reports are due by the 15th of the month following the

			month of service activity
	Miscellaneous Required Reports	See Section 3.2.19.6 for all Miscellaneous Required Reports.	See corresponding requirement for due dates.
	Additional Reports	See Section 3.2.19.3 for information.	As requested.
VI. Ongoing throughout Contract			
	Changes to Emergency Procedures	Microsoft Word document in accordance to Section 3.2.18.6.T.	No less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures
	Upgrade Plan for Network Standards and QoS	Written plan shall be in Microsoft Word and contain information to address Section 3.2.4.3-5.	As changes are identified and made.
	Written Report of Disaster incident or event	Written plan shall be in Microsoft Word and contain information to address Section 3.2.8.16.8.	Within two (2) calendar days of resumption of operation
Escalation of issues		Documentation shall be in Microsoft Word and contain information to address Section 3.2.11.4.	As each step of escalation occurs, the State PM will be kept informed in writing.
	Notification of Disaster to the State with written report of incident or event relating to a Disaster	Written report shall be in Microsoft Word in accordance to Section 3.2.8.16.8 and contain: <ul style="list-style-type: none"> <li>• how and when each event occurred,</li> <li>• what was required to correct it, and</li> <li>• the time and date when the Maryland Relay resumed full operation.</li> </ul>	Notification within 15 minutes of any event. Written report within two (2) calendar days of resumption of service.
	Complaints Report	Written report shall be in Microsoft Word and in compliance with Section 3.2.14.10.	Within 24 hours of the complaint.
	Updates to Training Materials	Microsoft Word document provided when: <ul style="list-style-type: none"> <li>• Updates to Training Plans</li> <li>• Updates to Training Materials</li> <li>• Updates to Training Procedures for Emergency Call</li> </ul>	As needed.
	Training Schedule	Microsoft Word or Excel that documents training information including date, time, training, instructor, and method of instruction in compliance with Section 3.2.18.2.	As training is scheduled.

VII. End-of-Contract Transition			
	Transition Plan for Transition to State or State Agent.	In compliance with requirements in Section 3.2.6.1.	One year prior to the end of the Contract
Transition Support as Required.	No deliverables required as this is task milestone.	In compliance with requirements in Section 3.2.6.	As requested.

**3.2.22 Liquidated Damages**

It is critical to the success of the State’s Relay programs that the TRS service for Maryland’s citizens who are hearing and/or speech disabled be maintained in accordance with the terms and conditions provided herein. It is also critical to the success of the State’s program that the Contractor operates in an extremely reliable manner.

Reliability of Contractor services is of the essence. Anything that would affect reliability for services or any other contracted activity or system, must be minimized by prompt response and corrective action within the time specified below for the detection of a problem by either the DoIT Contract Manager or the Contractor. If the Contractor fails to provide the requested services within the time specified below in Section 3.2.22.1, then the State may assess liquidated damages as provided below.

**3.2.22.1 Liquidated Damage Rates:**

Transition - The Contractor shall transition service as specified in Section 3.2.5. The Contractor may be assessed liquidated damages at rates equal to the cost of continuance of service by the incumbent Contractor for delays in transition of Relay Service; however, calls to the Relay Center during the transition period up to the ninety (90) calendar days are not subject to liquidated damages as noted in this RFP’s Section 3.2.5-Contract Start-up Transition.

It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service on provision of services to the State and its citizens. The State and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which may be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option, for the amount due to the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

**3.2.23 Service Level Agreement**

During the course of the contract, DoIT shall measure and review Contractor performance using various monitoring tools including reports, quality assurance test, and sampling of calls. The Contractor must have in place processes to monitor and self-report against all performance standards. The State PM shall actively participate with the Contractor’s Account Liaison to approve the results, request corrective actions, and assess damages, as necessary. Payments, withholdings and damages shall be administered in accordance with the process outlined in Section 3.2.22 of this RFP.

The SLMs the Contractor is expected to meet are:

<b>Maryland Service Level Metrics Table*</b>			
<b>#</b>	<b>Service Level Metric</b>	<b>Measure</b>	<b>Withholding</b>
<b>FUNDAMENTAL</b>			
1.	<u>Provision of Relay</u>	Service shall start on or before June 1, 2013.	Contractor may be assessed liquidated damages equal to the amount of \$42,042 per day for every day after midnight May 31, 2013 until full service begins.
2.	<u>Service Reliability</u> - The Contractor shall provide an unrestricted, 24 hours/7 days/week TRS.	Based on Monthly service interruption report defined in Section 3.2.19.5.3.M.	Up to 6% of monthly invoice as follows: < 99 % and > 98% Service unavailability – 1% < or = 98% and > 96% Service unavailability –3% < or = 96% Service unavailability – 6%
3.	<u>Daily Average Speed of Answer</u> – The Contractor shall meet the daily ASA requirements as defined in Section 3.2.13.4.	As reported in Monthly Report in Section 3.2.19.5.3.I.	Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month, for each call in violation of the daily ASA, for its failure to meet this requirement.
4.	<u>Calls Transferred Out of the Maryland Center</u> – The Contractor shall meet the requirement of calls to be handled in the Maryland Relay Center as defined in Section 3.2.13.	As reported in Monthly Report in Section 3.2.19.5.3.L.	Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month for each call in violation.
5.	<u>Daily Blockage</u> – The Contractor shall meet the Daily Blockage requirement as defined in Section 3.2.13.3. For each call for which the busy signal requirement is not met or the inbound caller waits longer than 90 seconds before the call is delivered to the operator station.	As reported in Monthly Report in Section 3.2.19.5.D (Daily Delayed Calls Report.)	Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month for each call in violation of the Daily Blockage.

**Maryland Service Level Metrics Table\***

#	Service Level Metric	Measure	Withholding
6.	<u>Spelling Accuracy</u> - The Contractor shall meet the requirement that calls Relayed shall be accurate as defined in Section 3.2.15.3.1. A.	A sample monthly testing may occur measuring the percentage of calls Relayed accurately. All Quality Assurance tested calls in excess of the 5% allowable error rate. Measured by Independent Quality Assurance on Quarterly basis in Section 3.2.15.2.	Contractor may be assessed liquidated damages at the rate of the average length of call for that month's bill multiplied by the cost per minute for that month for all calls failing to meet this requirement.
7.	<u>Verbatim</u> – The Contractor shall meet the requirement of calls that shall be Relayed verbatim as defined in Section 3.2.15.3.1.B.	As measured by Independent Quality Assurance on Quarterly basis in Section 3.2.15.2. All Quality Assurance tested calls may be assessed liquidated damages.	Contractor may be assessed liquidated damages at the rate of the average session minutes per month for each call multiplied by the cost per minute for that month for all calls failing to meet this requirement.
8.	<u>Typing Speed</u> - The Contractor shall meet the typing speed requirement as defined in Section 3.2.15.3.1 C.	All Quality Assurance tested calls in excess of the allowable error rate may result in being assessed liquidated damages.  Measured by Independent Quality Assurance on Quarterly basis in Section 3.2.15.2.	Contractor may be assessed liquidated damages at the rate of the average length of call for that month's bill (in which the assessment is done) multiplied by the cost per minute for that month for all calls failing to meet this requirement.
9.	<u>ASL Translation/Interpretation</u> – The Contractor shall meet the requirement of an ASL translator/interpreter arriving at the operator station and beginning to assist users as defined in Section 3.2.13.12.	Each reported incident as defined in Section 3.2.13.12.	Contractor may be assessed liquidated damages at the rate of the average length of call for that month's bill multiplied by the cost per minute for that month for all calls failing to meet this requirement.

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## [FUNCTIONAL AREA II – CAPTIONED TELEPHONE SERVICES (CTS)]

### 3.3 Functional Area II – Captioned Telephone Services

The Contractor is fully responsible for all requirements in Section 3.3-Functional Area II-Captioned Telephone Services of this RFP, as well as the requirements of Section 3.4 for General Project Requirements.

#### 3.3.1 Purpose

3.3.1.1 Contractor shall provide CTS that shall meet all provisions of the Federal Communication Commission (FCC) during the life of the contract.

#### 3.3.2 Background

On February 15, 2002, DoIT awarded a sole source contract to CapTel, Inc. of Madison, WI, to provide patented CapTel phone Relay service for the hard of hearing citizens of Maryland on a trial basis. The CapTel technology is designed for those people with hearing loss who have understandable speech but need text-assisted conversations.

This trial was the first of its kind in the country and no historical data related to usage and call volumes was available on which to base forecasted usage. The response to the CapTel system and its technology by both the Deaf and hard of hearing users, and standard phone users has been extremely positive.

The DoIT awarded a five (5) year contract to Hamilton Relay for the provision of CTS beginning on June 1, 2007.

The State provides Captioned Telephone equipment through the Maryland Accessible Telecommunications (MAT) Equipment Program to qualified Maryland Citizens.

#### 3.3.3 General Requirements

The Contractor shall provide for the following:

3.3.3.1 The Contractor shall comply with all laws, regulations, policies, standards and guidelines affecting telecommunication services for Deaf, hard-of-hearing and speech-disabled individuals. It is the responsibility of the Contractor to ensure adherence to this requirement and to remain abreast of and comply with all changes that may affect project execution. These may include, but are not limited to, standards and regulations relating to Title IV of the ADA - Telecommunications services for Deaf, hard-of-hearing, and speech-disabled individuals codified at 47 U.S.C. § 225 (FCC Regulations), whichever has the stricter standards. All current standards and regulations and any future standards implemented by the FCC relating to CTS, adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. If there is a conflict in the stringency of a regulation between the FCC Rules and the minimum standards required by this RFP, the more stringent is to be followed. In the event of FCC mandated



changes in the provision of Relay services, the terms of the Contract pertaining to change orders will apply. (See Section 2.2 of Attachment A-Example of the State's Contract)

- 3.3.3.2 The Contractor shall provide Functionally Equivalent CTS including by way of example but not limited to the following features:
  - (i) cost to consumers,
  - (ii) call blockages no different than experienced by voice-to-voice non CTS callers,
  - (iii) allowing choice of carriers for all types of long distance and toll calls to ensure that consumers do not pay more for their Long Distance call than they would on a standard phone call,
  - (iv) real-time communications in transmission and reception of text and speech, and
  - (v) using advanced and efficient technology, as it becomes technically feasible.
- 3.3.3.3 The Contractor may provide CTS features in excess of the above-cited FCC requirements and this RFP with the express, written approval of the State PM.
- 3.3.3.4 Toll Free Number – The State does not require a State owned toll free access number for CTS.
  - 3.3.3.4.1 The Contractor shall provide access to CTS via 7-1-1 as required in Functional Area One Section 3.2.12.14.
- 3.3.3.5 Outreach and Advertising  
The successful Offeror shall provide, at a minimum, an outreach and advertising budget of at least \$150,000 annually to be spent on professional advertising, training and public relations activities. The Department shall work with the successful Offeror to ensure that activities are consistent with the program goals.
  - 3.3.3.5.1 The outreach and training expense is a separate recoverable cost. The State shall receive any funds not expended on the above areas.
  - 3.3.3.5.2 Outreach and advertising is to be limited to Maryland CTS products/services and is not to include any Offeror products/services unless specifically approved by the state PM.
    - 3.3.3.5.2.1 Advertising and printing/ mailing materials for Captioned Telephone equipment will not be included in the monies referenced in Section 3.3.3.5.
    - 3.3.3.5.2.2 All costs relating to Captioned Telephone equipment sales and promotion will be borne by the equipment providers.
    - 3.3.3.5.2.3 The CM & PM will conduct site visits of the Contractor's existing CTS Centers. The Contractor shall accommodate these site visits.
  - 3.3.3.5.3 The cost of these visits shall be borne by the Contractor.
  - 3.3.3.5.4 The site visits will be twice a year.
  - 3.3.3.5.5 Meetings with Senior CTS management team will be held simultaneously.
- 3.3.3.6 The Contractor shall ensure that its technical and business support to the State of Maryland in completing the requirements set forth in this RFP, have as their central focus and primary goal to provide for the needs of the State of Maryland's user community.

### **3.3.4 Contract Start-up Transition**

Essential dates to this RFP's timeline:

- 3.3.4.1 The Contractor shall have a finalized transition plan for assuming responsibility for the Maryland Captioned Telephone Calls by March 1, 2013.
- 3.3.4.2 The Contractor shall completed transition and start providing all services beginning no later than June 1, 2013.

- 3.3.4.3 The Contractor may process all Maryland Captioned Telephone Service through any of its center(s) after execution of the contract by the State in addition to a Notice To Proceed provided by the State Project Manager.

### 3.3.5 Technical Requirements

- 3.3.5.1 Dedicated Dialed Number Identification Service (DNIS) for the State of Maryland
- 3.3.5.2 Long Distance Telephone Calls - Captioned telephone users who have not picked a Carrier of Choice must not be charged more than they would pay for a call not processed through the Captioned Phone Relay. If the long distance charges default to a carrier other than the customer's own chosen Long Distance carrier, or if the Captioned telephone user has not selected an IXC, the Contractor shall ensure that the customer is not charged any rate higher than the provider's lowest subscriber rate, and/or, that no casual user fees are assessed to the user.
  - 3.3.5.2.1 The Maryland Captioned Telephone Service uses an ANI based billing system and calls are not to be accepted or rejected based on the Electronic Serial Number (ESN) assigned to captioned telephone equipment.
- 3.3.5.3 Speed of Answer – Eight Five Percent (85%) of Calls Answered in Ten Seconds Speed of Answer is measured from the time the Contractor's network receives the call until a CA in on the call ready to begin processing the call.
  - 3.3.5.3.1 Time in queue waiting for a CA/Operator to be on the calls is to be measured and reported on a daily basis.
- 3.3.5.4 Daily Blockage - The average daily blockage rate for all calls into the Relay Center shall be no greater than P.01. Blockage rate shall be measured by sampling the number of calls being blocked every 30 minutes for each 24-hour period beginning at 12:00 AM (local time). If a call rings, or is in queue/hold, in excess of 90 seconds it is to be considered a blocked call.
- 3.3.5.5 The Project's Service Reliability - The Contractor shall comply with each of the following items:
  - 3.3.5.5.1 Switching System – Must have redundancy of equipment and the ability to upgrade system and perform preventative maintenance without taking the system off line.
  - 3.3.5.5.2 Redundant CTS Center – In the event of a complete system shutdown or service interruption at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.
  - 3.3.5.5.3 Site Visits - For quality assurance and contract oversight, the Contractor shall allow the State to conduct unannounced site visits to any of the centers that process the State's Captioned Telephone calls.
  - 3.3.5.5.4 Disaster Recovery Plan (DRP) and Escalation – Within ten (10) calendar days of the contract's Kick-off Meeting, after contract award, the Contractor shall provide the State with a copy of its Disaster Recovery Plan. The DRP shall include at a minimum at least three levels of escalation for 24/7/365(6) emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.
  - 3.3.5.5.5 In addition, no later than on an annual basis the DRP shall be periodically reviewed and updated to remain consistent with the DoIT's current DRP.
  - 3.3.5.5.6 In the event of a disaster, the Captioned Telephone Centers will have Shelter In Place capability for CAs who are willing to stay in center to process call.
  - 3.3.5.5.7 Written DRP procedures are to be included and provided to PM. Updated DRP is to be

- provided to the PM within 48 hours of update.
- 3.3.5.5.8 Notification of Disaster/interruption of service – The State PM shall be notified within 15 minutes of any event which impedes, to any degree, the access to the Maryland CTS center or the processing of Maryland CTS calls. Follow-up in writing with full details will be provided to the PM within 48 hours. Contact information for the PM will be provided to the Contractor at the time of contract award.
  - 3.3.5.6 Recorded/Captioned Announcement - in the event of a system failure or service interruption.
    - 3.3.5.6.1 Standard Telephone in – When reaching the contractor’s network, if there will be a delay in reaching a CA, a message stating the reason for the delay will be voiced to the caller. Messages are to be approved by the PM at the Kick-off meeting.
    - 3.3.5.6.2 Captioned Phone in – When connecting with the Contractor’s platform to receive captions for a call, a message stating the reason for the delay will be sent in text to the captioned telephone. Messages are to be approved by the PM at the Kick-off meeting and shall be indicative of the issue and are to be modified to appropriately indicate the reason for service interruption.
  - 3.3.5.7 Customer Service - Customer Service Hours will be 24/7/365(6) answered by a person, not an automated/recorded response.
  - 3.3.5.8 Complaint Resolution Process for Call Processing and/or Call Processing Personnel: Within thirty (30) calendar days of the Kick-off Meeting, the Contractor shall document in a Complaint Resolution Plan, procedures for collecting and handling complaints, inquiries, and comments regarding the Contractor’s service or personnel as they relate to call processing. The Complaint Resolution Plan is a deliverable and must be approved for the project by the State PM. Any changes after the State’s initial acceptance must have prior express, written approval from the State PM before initiation. The following processes are also to be included in the Complaint Resolution Plan:
    - 3.3.5.8.1 Customer Information Regarding Complaint Procedure – The Contractor’s procedures shall be included in all Contractor outreach material.
    - 3.3.5.8.2 Complaint Reporting - Complaints are to include customer contact information if given, operator number, date, time, nature of complaint(s), and resolution or immediate steps taken toward a resolution. The State PM is to receive all information received regarding each complaint, not a summary. All complaints and relevant information concerning each complaint are to be forwarded to the Maryland CTS Account Manager, a copy kept on file at the CTS Center, and a copy forwarded to the State PM within 24 hours of the complaint.
    - 3.3.5.8.3 Multiple Complaints During One Contact – If a CTS Relay customer contact contains multiple issues, each issue shall be documented, answered, and tallied individually within the customer complaint report.
    - 3.3.5.8.4 Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will be documented including the original complaint and all follow up information and forwarded to the State PM as the Contractor’s follow-up steps occur.
    - 3.3.5.8.5 Customer Contact Information - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing. If the customer requests written follow-up, the complaints shall be followed up with a letter from CTS Customer Service to the customer that will clearly indicate the issues reported and steps taken toward resolution, with a copy to the State PM.
  - 3.3.5.9 Training Manuals and Procedures – Contractor shall provide a copy of their training manual

and training procedures. The documents shall be provided at the Kick-off Meeting and as updates are made to training and procedures. The updates shall be provided throughout the term of the contract.

- 3.3.5.9.1 Training Schedule - The State PM shall be provided with a schedule of all training and may monitor training without prior notice.
- 3.3.5.10 Emergency Policy and Procedures - The Contractor shall have in place a policy for handling hotline calls that it receives.
- 3.3.5.11 Emergency Policy and Procedures - The Contractor shall provide a written copy of any changes to emergency procedures to the State PM for prior express, written approval no less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures. Procedures shall be approved by the State PM prior to implementation.
- 3.3.5.12 Upgrades and refresh of standards, services, quality of services, systems, and applications– If the FCC requires new standards, services, and Quality of Service (QoS) or the Contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the Contractor shall provide to the State PM a plan to upgrade and show any pricing impact of upgrade or refresh.
- 3.3.5.13 Escalation of issues - Any issues that shall be escalated to, or information provided by, Contractor staff shall be reported to the State PM along with name and the contact information for persons in the escalation path as documented in accordance with the deliverables in the Transition Milestone provided by the Contractor.

### **3.3.6 Billing Standards and Access**

The Contractor shall meet or exceed the following billing standards and access methodology:

- 3.3.6.1 Handing Off the Call to the Appropriate Carrier of Choice (COC) - The Contractor shall be able to pass a call to any carriers available at the CTS switch to enable equal access to the CTS user's carrier of choice in a functionally and cost equivalent manner.
- 3.3.6.2 Carrier Of Choice Availability Report - The Contractor must submit a monthly report by the 15th of the month following activity to the State PM listing all carriers with a presence at the CTS switch. This list will be posted on the State's Maryland Relay Website for the convenience of CTS customers. This report shall be in MS Word format.
- 3.3.6.3 The inbound caller may not be billed more than he/she would be charged on a direct call using their preferred COC.
- 3.3.6.4 Carrier of Choice Not Available - If the inbound caller's requested Carrier of Choice is not available, or if the inbound caller does not register a preferred COC, describe in detail how the call will be charged.
- 3.3.6.5 Carrier of Choice Availability Procedures - within thirty (30) calendar days of contract award, the Contractor shall:
  - 3.3.6.5.1 Document and submit methods to be utilized to provide access to the caller's requested carrier.
  - 3.3.6.5.2 Establish and submit a plan
  - 3.3.6.5.3 Any updates to this plan shall be submitted to the State PM within fifteen (15) calendar days of the updates.
- 3.3.6.6 Toll Calls: If a call is free on a direct call, it must be free on a CTS call; conversely, if a call is a toll call on a direct call, the same toll charges must be applied to a CTS call.

- 3.3.6.7 Inbound International Calls - The Contractor shall provide international access to calls into CTS when the inbound caller is outside the United States.
- 3.3.6.8 Land-line Flat Rate Calling Plans - The Contractor shall ensure that a customer having an expanded flat rate calling plan is able to place calls through the Maryland CTS to points within the expanded local calling area without incurring any charge for the call.
- 3.3.6.9 Cellular Flat Rate Calling Plans - The Contractor shall ensure that flat rate calling plans purchased by cellular users accessing CTS, should be a local call, and do not incur any additional charges. These types of calls are identified by call codes 60, 61, 62, or by users stating to customer service that they are on a cell phone. The Contractor shall profile that phone number as a cellular phone.
- 3.3.6.10 The Contractor shall ensure other carriers will be informed of the steps required to allow their calls to be processed through Maryland CTS.
  - 3.3.6.10.1 Ensure that CTS users can request their carrier of choice either by calling Customer Service or by the provider's website
  - 3.3.6.10.2 Ensure that a direct request for a carrier of choice shall override the information in the User Database for the initial outbound call and consecutive outbound calls made in conjunction with the inbound call.
- 3.3.6.11 Submit, to the State PM, a plan at the Kick-off Meeting that will encourage all IXCs and dial-around services operating in Maryland to be available for Maryland Relay calls.
- 3.3.6.12 VoIP No Charge Long Distance Plans - The Contractor will ensure that no charge long distance plans provided by VoIP phone providers are honored by Maryland CTS. Describe in detail how this will be accomplished.
- 3.3.6.13 System Billing Process – The Contractor shall provide that call detail record generation will be automated and available for audit and real time monitoring by the Department or its designee.
- 3.3.6.14 Billing Account Codes - The call billing system shall work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system shall generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a CTS call, and requiring the caller to pay said amount with the caller's regular telephone bill payment. The call billing system shall be automated. Hand written tickets or call records are not acceptable.
- 3.3.6.15 General Assist Minutes - Define in detail what you include in the definition of General Assist Minutes
- 3.3.6.16 All Maryland 3-digit dialing numbers must be accessible via Maryland CTS.

<b>3.3.7 Minimum Staffing Requirement</b>
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- 3.3.7.1 Account Liaison/Manager – At least one liaison to represent the Contractor's company who has full power and authority to ensure compliance of all departments and areas within the Contractor's company. This person shall be senior management level and not located within the CTS Center. The Account Liaison shall be available to the State at any time by phone, email or in person.
- 3.3.7.2 Senior Management Representative- at least one person from each of the Contractor's departments (examples: Sales, Account Management, Technical, Operations, etc.) that contribute to the provision of Maryland CTS –

- 3.3.7.2.1 Representatives from each department shall attend quarterly meetings at a minimum at the TAM office or other site as designated by the State PM. The majority of the meetings will take place in the Baltimore/Washington area, although these representative(s) shall be prepared to support the contract at any location in Maryland.
- 3.3.7.2.2 This staff's work time need not be fully dedicated to this contract; however, must be attentive to this contract and be able to respond in a timely and efficient manner as the position title and responsibilities dictate.
- 3.3.7.3 **Captioned Telephone Dedicated Outreach Staff Person**
  - 3.3.7.3.1 The State requires the following full-time dedicated Outreach staff person position in support of the contract. Below are the responsibilities for this position, at minimum, that are to be utilized on the contract. As the primary focus of this RFP is to ensure that the needs of the Maryland user community are met, regardless of the Successful Offeror's primary center location, the Successful Offeror's personnel such as the dedicated Outreach Staff Person shall communicate with the center management to plan events and outreach opportunities that will address the Maryland user community's Relay issues.
  - 3.3.7.3.2 Dedicated Outreach Staff Person - shall possess an understanding of the issues relevant to the Deaf, hard of hearing, and senior citizen users. This position will work closely with, and under the direction of the State PM or designee to ensure accurate flow of information between the Maryland CTS and the user communities. In addition, the Successful Offeror and this staff position have the following responsibilities:
  - 3.3.7.3.3 This 'dedicated Outreach staff person' shall provide work in coordination with the State TAM PR Coordinator for Maryland CTS to include but not be limited to support of outreach and advertising. The Successful Offeror shall ensure that this Dedicated Outreach person has sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach for a goal of at least one-hundred (150) events per contract year as directed by the State PM. The majority of the events will take place in the Baltimore/Washington area, although the Dedicated Outreach Staff Person shall be prepared to support the contract at any location in Maryland.
  - 3.3.7.3.4 The Dedicated Outreach person will be required to attend weekly meetings at the TAM office with the PR coordinator, and must attend outreach events and conduct CTS presentations which may be require work outside of the State's normal business hours.
  - 3.3.7.3.5 The Successful Offeror's rate shall be inclusive of this position and shall also include all expenses relating to the position. Expenses for this position (as related to the support of the State) under this contract are not further reimbursable. As applicable, the Successful Offeror must provide this person with all accommodations and expenses in order to perform their duties.
  - 3.3.7.3.6 This 'Dedicated Outreach Staff Person' must be co-located with the State PM. The current State location is (however, if this should ever change, this position must remain co-located at the State PM's same location): 301 W. Preston Street, Baltimore, MD 21201. Accommodations at the State offices include available: space, desk, routine office supplies, and telephone. See also the Successful Offeror's requirements for adhering to Security measures in Section 3.4.4.

**3.3.8 Customer Confidentiality**

The Contractor shall provide the policies or information noted below within thirty (30) calendar days of the Kick-off meeting:

- 3.3.8.1 Written Confidentiality Policy – The Contractor shall have a Confidentiality Policy. A copy of the confidentiality policy shall be provided to the PM at the Kick-off Meeting. Updated policies shall be provided within 48 hours.
- 3.3.8.2 Consumers will be provided a copy of this policy upon request.
- 3.3.8.3 Violation of Confidentiality - The Contractor shall have a policy for reviewing alleged violations of confidentiality. The State PM must give prior express, written approval of this policy. An operator or Supervisor who, after investigation, is found to have violated the confidentiality policy, shall be reprimanded, suspended, or terminated. Automatic termination for a second occurrence shall be imposed. All violations shall be reported to the State PM monthly
- 3.3.8.4 Collection of Confidential Information - The Contractor shall be restricted to collecting only that personal information necessary to provide CTS being rendered. i.e. - customer carrier of choice information which is given on a voluntary basis. This information shall not be used or shared outside those associated with the State contract for any other purpose.
- 3.3.8.5 Confidential Emergency Information - If a user is in an emergency or life-threatening situation, or causes an emergency situation to exist by threatening the operator or CTS Center, names and specific information may be disclosed by the operator to a Supervisor to expeditiously address the situation.
- 3.3.8.6 Background Check –The Contractor shall have a criminal background investigation performed for all Contractor employees, agents, and subcontractors performing services under the State contract prior to the commencement of any work under the State contract. Even if a criminal background investigation has been obtained pursuant to a prior agreement with the State, a new one shall be performed for each individual providing service under the State contract. The criminal background investigations will be conducted at the Contractor’s expense. The Contractor has the responsibility of reporting to the State any positive criminal history of any Contractor employee, agent, or subcontractor as soon as this information becomes available. The Contractor shall perform annual updates on their criminal background investigation for all Contractor employees, agents, and subcontractors performing services under the State contract.

### **3.3.9 Quality Assurance**

- 3.3.9.1 Contractor’s Quality Assurance Plan - The Contractor shall have a Quality Assurance Plan for conducting, quantifying, recording, and scoring on a monthly basis their own separate quality assurance test call results.
  - 3.3.9.1.1 Contractor’s Quality Assurance Plan - The Contractor shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the CTS Center to improve the quality of service provided by Maryland CTS users.
- 3.3.9.2 State Access to Evaluation - The State shall have unlimited access to all phases, documentation and results of the Contractor’s evaluation tests calls. The State may share this information and data with State management, auditors, and legislative bodies as necessary for reporting.

- 3.3.9.3 Annual Customer Survey - The Contractor shall conduct an annual customer survey by mail to obtain feedback from users. The State will work with the Contractor to develop a survey to access areas of concern. The survey will be approximately 10 – 15 questions with agree/disagree type answers to obtain quantifiable answers. The State PM must give prior express, written approval to the surveys, prior to the release, and have complete access to all results in summary and detail format.
- 3.3.9.4 The Contractor shall cooperate with either a State or an independent evaluator selected by the State PM to identify quality issues.

### 3.3.10 Reporting

- 3.3.10.1 Reporting Requirements. Reports shall be provided to the State PM in hard copy format plus one set on CD-ROM using Microsoft Office products or other State acceptable format. All reports are to be delivered to the State PM no later than the 15th calendar day following the month of service or on the next working day if the 15th falls on a weekend or holiday.
- 3.3.10.2 All reports shall become the property of the State, e.g., not copyrighted by the provider, and shall become public record. In addition to periodic, ad hoc or other reports as requested by the State, the Successful Offeror shall provide the following reports shown below, which shall be presented in both tabular and graphic format unless otherwise approved by the State PM. The State PM may modify the required report formats at any time.
- 3.3.10.3 All reports concerning Maryland CTS calls shall be Maryland specific only. Reports are to be based on MD CDRs only and will be audited by the state upon request. No national averages, calls based on ESN or any weighted averages are permitted. Non-Maryland reporting may only be submitted with the expressed approval of the PM.
- 3.3.10.4 All reports provided for GABTR or other open meetings must be provide in alternate format, to include but not limited, to large print and Braille upon request with two weeks' notice.
- 3.3.10.5 When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service), the State will give at least thirty (30) calendar days notice before the date the report is due. The Successful Offeror shall, upon the request of the State PM, provide the State with professional interpretation, analysis and explanation of any reports provided. Within two months after award, the Successful Offeror shall meet with the State PM to determine types of data available for reporting purposes to set up any additional regular monthly reports requested.
- 3.3.10.6 Monthly Complaint/Contact Reports - Monthly reports shall be a summary of all daily incident/complaints/compliments by category. Categories shall be reviewed and approved by the PM. Any complaints in direct Violation of 47 C.F.R. Part 64 shall be identified as such.
- 3.3.10.7 Carrier Of Choice (COC) Report – Monthly - All carriers with a presence at the Captioned Telephone Center switch. This list will be posted on the State's Maryland Relay Website for the convenience of Relay customers.
- 3.3.10.8 Monthly Reports shall contain the information below as well as the information listed in narrative form in Appendix I.
  - 1) Summary of CapTel Session & Conversation Minutes
  - 2) Minutes Reimbursed by the TRS Fund
  - 3) Captioned Telephone single and two line call statistics
  - 4) Percent of Service level on Daily basis
  - 5) Customer Contact



- 6) Call Detail Record
- 7) NPA/NXX Call Reports
- 8) Cumulative Monthly Service Interruption Report (By incident, time and duration)
- 9) Daily Average Speed of Answer
- 10) Daily Blockage

3.3.10.9 Additional Reports - The Contractor shall provide for technical and business support to the State upon the State's request for up to one hundred (100) additional reports (over and above the Reports noted in Section 3.3.10) over the life of the contract. This is for entirely new reports other than those shown below.

### **3.3.11 End-of-Contract Transition**

- 3.3.11.1 The Contractor shall support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State or another State agent. Near the end of the Contract, at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical, project, and contract support.
- 3.3.11.2 One year prior to the end of the Contract, the Contractor is required to provide a "Transition-Out" plan as an end-of-contract transition prior to the conclusion of the contract awarded as a result of this RFP.
- 3.3.11.3 This Plan shall document and demonstrate how the Captioned Telephone services and operations will be transferred to a potential new Contractor.
- 3.3.11.4 The transition plan shall include, but not be limited to, the following:
  - 3.3.11.4.1 List of staffing concerns/issues;
  - 3.3.11.4.2 Communications plan between the Contractor and the State PM and CM;
  - 3.3.11.4.3 Security and system access: review and closeout as needed;
  - 3.3.11.4.4 Any data (User Preference Data), hardware/software and telecommunications requirements (toll free numbers) and setup, other general office needs;
  - 3.3.11.4.5 Any final Training/Orientation of State staff or another State agent's staff;
  - 3.3.11.4.6 List of steps and actions to provide knowledge transfer;
  - 3.3.11.4.7 Status on completion of tasks and any unfinished work plan items;
  - 3.3.11.4.8 Provide for the development and content of a checklist to document the State's readiness to complete transition;
  - 3.3.11.4.9 Document any risk factors and suggested solutions;
  - 3.3.11.4.10 Plans for status reporting and meetings; and
  - 3.3.11.4.11 Schedule listing timing of transition and transition activities.
- 3.3.11.5 The Contractor shall ensure all documentation and data is current and complete with a hard and soft copy in a format prescribed by the State PM;
- 3.3.11.6 The Contractor shall provide all Outreach and advertising materials (including but not limited to designs, artwork, logos, layouts); and
- 3.3.11.7 The Contractor shall conduct a final project-debriefing meeting. The final project debriefing meeting shall include the organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans.

### **3.3.12 Contract Milestones/Deliverables**

<i>Milestones</i>	<i>Deliverables</i>	<i>Acceptance Criteria</i>	<i>Due Date</i>
	Kick-off Meeting	<ul style="list-style-type: none"> <li>• Initial meeting with DoIT Project Management to understand and communicate timeline, requirements and transfer documentation.</li> <li>• MS Power Point Presentation that provides information that address the requirements contained in Section 3.3.4.</li> </ul>	NTP + ten (10) calendar days after contract award
	Final Transition Plan	<ul style="list-style-type: none"> <li>• Microsoft Word document that provides information that addresses the requirements contained in Section 3.3.4.</li> </ul>	As defined in Section 3.3.4.1.
	Training Materials and manuals for Captioned Telephone Services Features and Operators.	<ul style="list-style-type: none"> <li>• Microsoft Word that addresses the requirements contained in Section 3.3.5.9.</li> </ul>	Within fifteen (15) calendar days of the Kick-off meeting
	Training Plan	<p>Microsoft Word that shall address:</p> <ul style="list-style-type: none"> <li>• Staff Training Plan</li> <li>• Training Schedule</li> <li>• Training Procedures for Emergency Calls Handled by Remote Centers</li> <li>• Emergency Policy and Procedures</li> <li>• Training for Hot-line Calls</li> </ul>	Updates provided to State PM as changes are made.
	Complaint Resolution Plan	<p>MS Word document that complies with Section 3.3.5.8 and contains:</p> <ul style="list-style-type: none"> <li>• procedures for collecting and handling complaints, inquiries,</li> <li>• and comments</li> </ul>	Within thirty (30) calendar days of the Kick-off Meeting.

		regarding the Contractor's service or personnel as they relate to call processing.	
	Operator Policies and Procedures Manual	Microsoft Word document that complies with requirements in Section 3.3.5.9.	Within fifteen (15) calendar days after Kick-off Meeting
	Written Confidentiality Policy	Microsoft Word document that contains information in compliance with Section 3.3.8.1 and 3.3.8.2.	Within thirty (30) calendar days of the Kick-off meeting.  A copy of the confidentiality policy shall be provided to users upon request.
	Violation of Confidentiality Policy	Microsoft Word document that contains information in compliance with Section 3.3.8.3.	Within thirty (30) calendar days of the Kick-off meeting.
	Carrier of Choice Access Plan	Microsoft Word document that contains information in compliance with Section 3.3.6.1 – 3.3.6.5.	Initial Plan within thirty (30) calendar days of NTP.  Updates submitted to the within 15 days of the updates.
	Project Management Plan (PMP)	MS Word Document that will include: <ul style="list-style-type: none"> <li>• 9 Project Management Body of Knowledge (PMBOK) Areas including Staffing Plan, Risk Management, and Contract Management</li> <li>• PMP shall be compliant with Maryland SDLC.</li> </ul> <p>Additionally, PMP will include a WBS and schedule</p>	Draft PMP provided at Kick-off Meeting.  Final PMP provided within ten (10) calendar days after the Kick-off Meeting.

		demonstrating Project Plan and Methodology to include Milestones, Deliverables, and individual important project tasks, Gantt Chart, and Resources.	
	Communication and Contact Plan	MS Word document that will include the following: <ul style="list-style-type: none"> <li>• Contact Information</li> <li>• Contingency</li> </ul> Communication and Contact Plan with detailed information.	Provided at Kick-off Meeting. Updates as requested.
<b>II. Transition and Setup Milestone</b>			
Start of Captioned Telephone Services			Shall start on June 1, 2013.
Setup Tasks	No deliverables required as this is task milestone.	<ol style="list-style-type: none"> <li>1) Draft Transition and Setup Plan submitted with proposal.</li> <li>2) H/W, S/W, and Telecommunication Setup.</li> <li>3) Establish TSP Level 3 which is applicable to the new center and/or document the current. TSP Level 3 that is current in the Primary Center.</li> <li>4) Initial facility walk-thru for DoIT, if requested.</li> <li>5) End-to-End Performance Testing.</li> <li>6) Complete all background checks for Captioned Telephone Service employees.</li> </ol>	30 calendar days prior to processing Maryland Relay calls.
	Quality Assurance Plan	Microsoft Word document that contains information in compliance with Section 3.3.9.	At Kick-off Meeting.
	Final Disaster Recovery Plan (DRP) and Escalation.	See Section 3.3.5.5.4. The DRP shall include at a minimum at least three levels	Within ten (10) calendar days of the contract's

		of escalation for 24/7/365(6) emergency personnel and their contact information. Contact information shall be kept current during the life of the contract.	Kick-off Meeting after contract award.  Updates to be provided within 48 hours of update.
<b>III. Quality Assurance Testing</b>			
Monthly Quality Assurance Testing by Contractor	No deliverables required as this is task milestone.	In accordance with Section 3.3.9.1.	Monthly on 15 <sup>th</sup> of Month after service is turned up.
Updates to Contractor's Quality Assurance Testing Process shall be submitted throughout the term of the Contract	No deliverables required as this is task milestone.		As updates are made and submitted throughout the term of the Contract
	Annual Customer Survey	Microsoft Word document that complies with requirement in Section 3.3.9.3. Results of the survey shall also be made available to State.	Annually. Date to be provided by State.
<b>IV. Ongoing: Invoicing/Meetings/Reporting, etc.</b>			
Note: Any note as to 'bi-weekly' means 'every two weeks.'			
	Monthly Invoicing		Monthly
Outreach and Advertising		Weekly Meetings with Dedicated Outreach/Public Relations Position at no less than weekly.	Weekly meetings
	Documentation of all customer complaints	In accordance with Complaint Resolution Plan in Section 3.3.5.8.	Within 24 hours (ongoing).
Technical and business support	No deliverables required as this is task milestone. Any reports will be requested.	Meetings and reporting as requested.	As requested.
Status Meetings	No deliverables required as this is task milestone.		Every two weeks, monthly,

			quarterly, and annually (with surveys and reports as applicable) for the position, or less often as requested by the State PM.
	Written Customer Complaint follow-up.	In accordance with Complaint Resolution Plan and in compliance with Section 3.3.5.8.	Specific to each complaint.
	Required Monthly Reports	See Section 3.3.10 and Attachment I for all Required Monthly Reports.	Monthly reports are due by the 15th of the month following the month of service activity
	Additional Reports	See Section 3.3.10.9 for information.	As requested.
<b>VI. Ongoing throughout Contract</b>			
	Changes to Emergency Procedures	Microsoft Word document in accordance to Section 3.3.5.10 – 3.3.5.11.	No less than fifteen (15) calendar days prior to the targeted implementation of the change in such procedures
	Upgrade Plan for Network Standards and QoS	Written plan shall be in Microsoft Word and contain information to address Section 3.3.5.12	As changes are identified and made.
	Notification of Disaster to the State with written report of incident or event relating to a Disaster	Written plan shall be in Microsoft Word and contain information to address Section 3.3.5.5.8.	Notification within 15 minutes of any event. Written report within two (2) calendar days of resumption of service.
	Escalation of issues report	Written plan shall be in Microsoft Word and contain information to address Section 3.3.5.13.	As each step of escalation occurs, the State PM will be kept informed in writing.

	Complaints Report	Written report shall be in Microsoft Word and in compliance with Section 3.3.5.8.2.	Within 24 hours of the complaint.
	Updates to Training Materials	Microsoft Word document provided in accordance to Section 3.3.5.9 when: <ul style="list-style-type: none"> <li>• Updates to Training Plans</li> <li>• Updates to Training Materials</li> </ul> Updates to Training Procedures for Emergency Call	As needed.
	Training Schedule	Microsoft Word or Excel that documents training information including date, time, training, instructor, and method of instruction in accordance with Section 3.3.5.9.1.	As training is scheduled.
<b>End-of-Contract Transition</b>			
	Transition Plan for Transition to State or State Agent.	In compliance with requirements in Section 3.3.2.	One year prior to the end of the Contract
Transition Support as Required.	No deliverables required as this is task milestone.	In compliance with requirements in Section 3.3.2.	As requested.

### 3.3.13 Liquidated Damages

3.3.13.1 The Contractor shall transition service as specified in Section 3.3.4. The Contractor may be assessed liquidated damages at rates equal to the cost of continuance of service by the incumbent Contractor for delays in transition of Captioned Telephone Service. It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service on provision of services to the State and its citizens. The State and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which may be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor agrees that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option, for the amount due to the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

### 3.3.14 Service Level Agreement for CTS

During the course of the contract, the State shall measure and review Contractor performance using various monitoring tools including reports, quality assurance test, and sampling of calls. The Contractor must have in place processes to monitor and self-report against all performance standards. The State PM shall actively participate with the Contractor’s Account Liaison to approve the results, request corrective actions, and assess damages, as necessary. Payments, withholdings and damages shall be administered in accordance with the process outlined in Section 3.3.13 of this RFP.

The SLMs the Contractor is expected to meet are:

Maryland Service Level Metrics Table*			
#	Service Level Metric	Measure	Withholding
<b>FUNDAMENTAL</b>			
1.	<u>Provision of Captioned Telephone Service</u>	Service shall start on or before June 1, 2013.	Contractor may be assessed liquidated damages equal to the amount of \$5,065 per calendar day for every day after midnight May 31, 2013 until full service begins.
2.	<u>Service Reliability</u> - The Contractor shall provide an unrestricted, 24 hours/7 days/week CTS.	See Section 3.3.5.5 based on Service Interruption Report	Up to 6% of monthly invoice as follows: < 99 % and > 98% Service unavailability – 1% < or = 98% and > 96% Service unavailability – 3% < or = 96% Service unavailability – 6%
3.	<u>Daily Average Speed of Answer</u> – The Contractor shall meet the daily ASA requirements as defined in Section 3.3.5.3.	As reported in Monthly Report in Section 3.3.10.8.	Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month, for each call in violation of the daily ASA, for its failure to meet this requirement.



<b>Maryland Service Level Metrics Table*</b>			
<b>#</b>	<b>Service Level Metric</b>	<b>Measure</b>	<b>Withholding</b>
4.	Daily Blockage – The Contractor shall meet the Daily Blockage requirement as defined in Section 3.3.5.4.	As reported in Monthly Report in Section 3.3.10.8.  For each call for which the busy signal requirement is not met or the inbound caller waits longer than 90 seconds before the call is delivered to the operator station	Contractor may be assessed liquidated damages at the rate of contracted cost per minute times the average session minutes per month for each call in violation of the Daily Blockage.

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## [GENERAL PROJECT REQUIREMENTS FOR BOTH FUNCTIONAL AREA I AND FUNCTIONAL AREA II]

### 3.4 General Project Requirements for Both Functional Area I and Functional Area II

The Contractor is responsible for the Functional Areas I and/or II as contracted in addition to the General Project Requirements of this Section 3.4.

#### 3.4.1 Invoicing (Functional Areas I & II)

- 3.4.1.1 All invoices shall be submitted monthly no later than fifteen (15) calendar days after the end of the invoice period and include the following information: Contractor's name, remittance address (Brenda Kelly-Frey, 301 W Preston St Suite 1008A Baltimore, MD 21201, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 3.4.1.2 Invoicing for:
- 3.4.1.2.1 Minutes shall be based on six second intervals as defined in Section 1.2. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.
- 3.4.1.2.2 TRS and CTS services shall be billed per six (6) second intervals. If the call goes past a six-second interval, the Contractor shall round up and invoice on the nearest six-second interval. Example: 7 seconds shall be billed as two six-second intervals and 67 seconds shall be billed as twelve (12) six-second intervals.
- 3.4.1.3 Each invoice shall be itemized to include:
- 3.4.1.3.1 A Summary Page with the total monthly billing by Functional Area for which the invoice was submitted.
- 3.4.1.3.2 Detail Summary – The Contractor shall submit the following monthly reports prior to or at the same time as the invoices. Reports received after invoices will cause delays in payment as they provide the detailed summary information required to validate the invoices.
- i. TRS Detail - Submit the Traffic Reports that include detailed information required to validate the invoice.
  - ii. Caption Telephone Services Detail – Submit the Monthly Reports that include detailed information required to validate the invoice.
- 3.4.1.4 Invoices for final payment for the entire contract shall be clearly marked as final and submitted when all work requirements have been completed and no further charges are to be incurred under any Purchase Order and the contract. Unless there is prior express, written approval by the State to do so, or the Contractor can document to the PM's satisfaction an extreme or emergency event, in no event shall any invoices be submitted later than sixty (60) calendar days after the contract termination/expiration date.

### 3.4.2 Insurance (Functional Areas I & II)

- 3.4.2.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.
- 3.4.2.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 3.4.2.3 Within five working days after notice of award, the Contractor shall provide a copy of the Contractor's current certificate of insurance, which, at a minimum, should contain the following:
- A) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
  - B) General Liability - The Contractor shall purchase and maintain the following insurance protection on an occurrence and/or aggregate basis as applicable for liability claims arising as a result of the Contractor's operations under this RFP.
    - \$1,000,000 - General Aggregate Limit (other than products/completed operations)
    - \$1,000,000 - Products/completed operations aggregate limit
    - \$ 500,000 - Each Occurrence Limit
    - \$ 500,000 - Personal and Accidental Injury Limits
    - \$ 50,000 - Fire Damage Limit
    - \$ 5,000 - Medical Expense
- 3.4.2.4 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities under the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than sixty (60) days advance notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least sixty (60) days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland. In the event that the Contractor fails to procure and keep in force at all relevant times hereunder such insurance, the State shall have the right, but not the obligation, to obtain such insurance on behalf of the Contractor and the State shall have the right to withhold the cost of such insurance from any amounts otherwise due to the Contractor. If there are no amounts otherwise due to the Contractor hereunder, the cost of such insurance shall become immediately payable by the Contractor to the State.
- 3.4.2.5 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Contractor.

### **3.4.3 Substitution of Personnel in Staffing**

All personnel described in the Contractor's proposal as accepted by the State shall perform continuously for the duration of the contract for so long as performance is satisfactory to the State PM. The State PM and/or State CM shall give written notice of any performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s).

The Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance of the State PM or State CM. Should performance issues persist, the State PM or State CM may give written notice or request the immediate removal of a person(s) whose performance is at issue, including the Contractor's Project Manager.

The Contractor may not substitute personnel, other than by reason of an individual's death, termination of employment, or for a sudden incapacitating illness that is projected to last more than five (5) calendar days, etc. without prior written approval of the State PM or State CM. The State PM's or State CM's approval will not be unreasonably withheld.

To replace any personnel specified in the contract, the Contractor shall submit resumes of the proposed substituted personnel to the State PM. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and must be approved by the State PM upon recommendation by the State Contract Manager that the proposed substitutes meet the minimum qualifications specified for the contract. The State Project Manager will arrange for the interview of the substitution personnel. After interviewing, the State PM will notify the Contractor in writing of the acceptance or denial of the requested substitution within ten (10) business days.

### **3.4.4 Security and/or Privacy**

- 3.4.4.1 The Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at:  
[http://doit.maryland.gov/support/Documents/security\\_guidelines/DoITSecurityPolicy.pdf](http://doit.maryland.gov/support/Documents/security_guidelines/DoITSecurityPolicy.pdf)  
LAN/WAN security requirements onsite at any State location:
- 3.4.4.2 Security Regarding Contractor-owned Computer Equipment: The Contractor shall not connect any of its own equipment to a State Agency's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.
- 3.4.4.3 The Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.
- 3.4.4.4 At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for badging, and wearing the badge in a visual location at all times.

### 3.4.5 REQUIRED POLICIES, PROCEDURES AND GUIDELINES

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The Contractor shall adhere to, and remain abreast of, current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology.
- The State Information Technology Security Policy and Standards.
- The State of Maryland Enterprise Architecture.

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## SECTION 4 - PROPOSAL FORMAT

### 4.1 Two Part Submission

- 4.1.1 Offerors may propose for one or both Functional Areas. The Offeror in submitting a proposal for each Functional Area shall ensure that the service and support proposed encompasses the specific requirements in the Functional Area in which it makes an offer, and includes all of the General Project Requirements noted in Section 3.4:

**3.2- Functional Area I – TRS for Traditional Relay Call Types and General Project Requirements**

**3.3- Functional Area II - Statewide Captioned Telephone Service and General Project Requirements**

- 4.1.1.1 MINORITY BUSINESS ENTERPRISE SUBCONTRACT PARTICIPATION GOAL FOR FUNCTIONAL AREA I (only): The Offeror in proposing for FUNCTIONAL AREA I-TRS for Traditional Relay Call Types is responsible for the Minority Business Enterprise Subcontract Participation Goal as noted in Section 1.32 and/or Section 1.33, and shall submit Forms D-1 and D-2 with their Technical Proposal. See the Instructions for Attachment D in completing the process.
- 4.1.2 Offerors shall submit proposals in two separate volumes of Technical and Financial for each functional area's responsibility:
- I. Volume I - TECHNICAL PROPOSAL:**  
For each Functional Area proposed (Functional Area I and/or Functional Area II), Offerors must submit a separate Technical Volume and follow the instructions within this Section 4-Proposal Format accordingly.
- II. Volume II - FINANCIAL PROPOSAL**  
For one or both Functional Areas, complete one Attachment F-Price Proposal. For an area that is not applicable to the Offeror, complete the box/line with 'N/A.' Do not leave a box or line blank.
- 4.1.3 **All pages of both Technical and Financial volumes must be consecutively numbered from beginning to end.**
- 4.1.4 Each Technical volume must be submitted completely separate from the Financial volume. Each volume, whether for Technical Proposal-Functional Area I, Technical Proposal-Functional Area II, or Financial Proposal, must be marked clearly.

### 4.2 Proposals

- 4.2.1 Volume I-Technical Proposal shall be sealed separately from Volume II-Financial Proposal; however, both must be submitted simultaneously to the Procurement Officer (address listed on Key Information Summary).
- 4.2.2 An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version in MS Word 2003 format is also to be submitted on a CD for both the Volume I- Technical Proposal and the Volume II- Financial Proposal.
- 4.2.3 Electronic media must be a CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, the Volume type (Technical or Financial), and the applicable Functional Area.
- 4.2.4 At delivery, the Procurement Officer will note on the receipt form for which Functional Area the

Offeror has submitted a Technical offer and separate Financial offer.

#### 4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled:

Volume I-Technical Proposal for:

\* Functional Area I-Telecommunications Relay Service for Traditional Relay Call Types; or,

Volume I-Technical Proposal for:

\* Functional Area II-Statewide Captioned Telephone Service.

And, a Volume II-Financial Proposal for (There is one price sheet that can detail information for one or both Functional Areas):

\* Functional Area I-Telecommunications Relay Service for Traditional Relay Call Types; and/or, Functional Area II-Statewide Captioned Telephone Service.

Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I-Technical or II-Financial), name and number of the functional area being proposed and closing date and time for receipt of the proposals on the outside of the package.

Offerors are encouraged to submit the Technical Proposal in concise format and language and in the same order as requested in the following headings.

#### 4.4 Volume I – Technical Proposal for Functional Areas I or II

##### 4.4.1 Transmittal Letter

A transmittal letter shall accompany each Technical Proposal (for each Functional Area). The purpose of this letter is to transmit the proposal and acknowledge the receipt of all addenda (if applicable). The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.19. The transmittal letter does not need to be bound with the technical proposal.

##### 4.4.2 Additional Required Technical Submissions:

- A. Completed Proposal Affidavit (Attachment B – with original of Technical Proposal only)
- B. Completed Minority Business Enterprise (MBE) Participation Forms (See Attachments D-1 and D-2) if submitting an offer for Functional Area I-TRS for Traditional Relay Call Types only. **(There is no participation goal for Functional Area II; therefore, the Attachment D forms would not be submitted with an Offeror's Technical Proposal for Functional Area II.)**
- C. Completed Conflict of Interest Affidavit/Disclosure (Attachment L)

##### 4.4.3 Format of Technical Proposal

Inside a sealed package described in Section 4.3, above, an unbound original, to be so labeled, 5 copies and the electronic version shall be provided.

**The Offeror's Technical Proposals should be organized and numbered in the same order as this RFP beginning with Section 2 of this RFP.** This RFP Section 2 provides Offeror's Minimum requirements, Section 3 provides the Functional Area(s) Scope of Work requirements, and Section 4 provides Offeror's submission instructions.

This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

#### **4.4.3.1 Title and Table of Contents**

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP.

A Table of Contents shall follow the title page for the Technical Proposal.

Note: Information which is claimed to be confidential is to be placed after the Title page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

#### **4.4.3.2 Executive Summary**

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary".

The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Please note, that any exception(s) to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

#### **4.4.3.3 Minimum Offeror Qualifications from Section 2**

**Offerors shall provide the necessary documentation to prove it meets the minimum Offeror qualifications as defined in Section 2 FOR THE APPLICABLE FUNCTIONAL AREA I or II.**

#### **4.4.3.4 Offeror Experience and Capabilities**

Offerors shall include information on past experience with similar projects and particularly with the telecommunication Relay and Caption Telephone services. General requirements of the Offeror and personnel are outlined in Section 3. Offerors shall describe how their organization will meet the qualifications of this RFP and shall include the following:

4.4.3.4.1 An overview of the Offeror's experience and capabilities rendering services similar to those included in this RFP. This description shall include:

- A) A summary of the services offered;
- B) The number of years the Offeror has provided these services;
- C) The types of clients and geographic locations that the Offeror currently serves; and,
- D) A synopsis of the Offeror's experience including the general scope of the telecommunication Relay or Caption Telephone services being provided.

4.4.3.4.2 An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this Contract in primary, secondary, and back-up roles.

4.4.3.4.3 At least three references from its customers who are capable of documenting:



- A. The Offeror's ability to provide services of comparable size and complexity.
- B. Each client reference shall be from a client for whom the Offeror provided service and shall include the following information:
  - 1. Name of client organization
  - 2. Name, title, and telephone number of point of contact for client organization
  - 3. Value, type, and duration of contract(s) supporting client organization
  - 4. The services provided, scope of the contract, objectives satisfied

**4.4.3.5 Offeror's Previous/Current Contracts with the State  
References and Information for State Contracts:**

As part of its offer (and separate from the references to be listed for '4.4.3.4.3' above), each Offeror is to provide a list of all its own contracts (as a prime contractor) with any entity of the State of Maryland that it is currently performing or which have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the services/goods provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and email address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was/was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and capabilities evaluation criteria (See Section 5.2.1).

**4.4.3.6 Offeror Technical Response to RFP Requirements**

The Offeror shall address Section 3 for the Functional Area I (Section 3.2) or Functional Area II (Section 3.3) in the Technical Proposal for the Functional Area being proposed and Section 3.4-General Project Requirements (applicable to both Functional Area I and II).

The Offeror must describe how its proposed services will meet the requirements as described in the RFP by providing explanation of and in their proposed solution to include but not be limited to: methodology, how the work will be done, how the requirements will be met, and the level of, and impact on, accessibility, outreach, and support to the Maryland user community.

As stated above, any exception to a term or condition may result in having the proposal deemed classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall include an explanation of how the work will be done. An Offeror's proposal that simply reiterates the Scope of Work from the RFP is not acceptable.

#### 4.4.3.7 Transition Plan and Facilities (Applicable to Functional Area I – TRS for Traditional Relay Call Types Relay Services only)

The Offeror shall detail their proposed Transition plan and schedule that demonstrates readiness for assuming responsibility for the Maryland Relay Calls as noted in Section 3.2.5.).

All facilities and support activity must meet the RFP requirements noted, which include applicable Federal and State regulations.

The successful Offeror’s proposed Transition Plan will be the Draft Transition Plan that will be discussed and used at the Contract’s Kick-off Meeting as the basis for the Final Transition Plan.

#### 4.4.3.8 Personnel (Applicable to Functional Area I – TRS for Traditional Relay Call Types Relay Services, and Functional Area II – Statewide Captioned Telephone Service )

The Offeror shall describe all applicable personnel capabilities and procedures as described in Sections 3.2 and 3.4 for Functional Area I, and 3.3 and 3.4 for Functional Area II.

The Offeror shall include any relevant professional or formal certifications achieved by the personnel proposed. The Offeror shall illustrate in this section of the proposal, how the project team will be organized and how the project team will report up to the Offeror’s organization. Resumes shall be provided for all personnel proposed for this project as noted in Section 3.2.11 and/or Section 3.3.7.

The successful Offeror must utilize the Staff proposed in their offer. Substitutions are not allowed unless they follow the procedures and guidelines noted in the contract. Substitutions must have prior express, written approval of the State PM.

#### 4.4.3.9 Proposed Procedures and Standards (Applicable to Functional Area I and Functional Area II)

The Offeror shall submit proposed procedures and standards for each of the following that are related to the technical requirements within Functional Areas I & II:

- A) **Emergency and Hotline Procedures** - A policy for handling emergency and hotline procedures. The policy shall include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line.) This policy must demonstrate how the ANI is passed to the most appropriate PSAP.
- B) **Network Standards and Quality of Service (QoS)** – Any plan for upgrading or modifying the network to accommodate new standards, services and QoS.
- C) **Disaster Recovery Plan and Detailed Plan for Specific Disasters** – A Disaster Recovery Plan and Detailed Plan for Specific Disasters.
- D) **Complaint Resolution Process** – A procedure for collecting and handling complaints, inquiries and comments regarding the Relay Service and Relay Center personnel.
- E) **Quality Assurance Plan** – A plan for conducting, quantifying, recording, and scoring the Contractor’s quality assurance test call results.

- F) **Confidentiality and Violation of Confidentiality Policy** – Document the Offeror’s confidentiality policy and the policy for reviewing alleged violations of the confidentiality policy.
- G) **Procedures for Leaving Messages and Retrieving Messages on Voice Processing Systems** – Procedures for fulfilling the requirements regarding leaving messages on answering machines or other voice processing systems. Include process for systems that time-out quickly.
- H) **Procedures for Three-Digit Dialing** - Procedures for consumers to access three-digit dialing such as 2-1-1, 3-1-1, 4-1-1, 5-1-1, 6-1-1, 7-1-1, 8-1-1, and 9-1-1.

#### **4.4.3.10. Financial Capability and Statements**

The Offeror shall include Financial Statements, specifically, an abbreviated Profit and Loss (P&L) and an abbreviated Balance sheet for the last two years (independently audited preferred).

#### **4.4.3.11 Legal Actions Summary**

The Offeror shall include the following:

- A. A statement as to whether there are any pending legal actions against the Offeror, and a brief description of any such action.
- B. A brief description of any settled claims against the Offeror within the past three years.
- C. A description of any judgments against the Offeror within the past five years, including the case name and number, court, and the case description.

The information specified above should be limited to information technology and telecommunications services or projects within the United States.

#### **4.4.3.12 Certificate of Insurance**

The Offeror shall provide a copy of the Offeror's current certificate of insurance with the prescribed limits set forth in Section 3.4.2.

#### **4.4.3.13 Economic Benefit Factors**

The Offeror shall describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror’s performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):

- A. The estimated percentage of Contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- B. The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate

Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.

- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- D. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

#### 4.4.3.14 Subcontractors

Offerors shall identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract.

#### 4.4.3.15 Site-Visits to the Offeror's Proposed Facility as Part of Oral Discussions

As part of Oral Discussions with each Offeror, the State Procurement Officer and Evaluation Team will perform one or more Site Visits of the Offeror's facilities, or types of facilities, proposed in its Technical Proposal for the Maryland Relay. The State Procurement Officer will notify the Offeror shortly after the Due Date of the Proposals of the date, or range of dates, the State will perform the Site visits.

#### 4.4.3.16 MINORITY BUSINESS ENTERPRISE SUBCONTRACT PARTICIPATION GOAL FOR FUNCTIONAL AREA I (only):

The Offeror in proposing for FUNCTIONAL AREA I-TRS for Traditional Relay Call Types is responsible for the Minority Business Enterprise Subcontract Participation Goal as noted in Section 1.32, and shall submit Forms D-1 and D-2 with their Technical Proposal. See the Instructions in Attachment D in completing the process.

### 4.5 Volume II - Financial Proposal

**Under separate sealed cover from the Technical Proposal** and clearly identified in the format requirements identified in Section 4.3, the Contractor shall submit an original unbound copy, five (5) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. Complete the price sheets only as provided in the Price Proposal Instructions.

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## SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE

### 5.1 Evaluation Criteria

Evaluation of the proposals will be based on the criteria set forth below: The contract resulting from this RFP will be awarded to the Offeror whose offer is deemed the most advantageous to the State, considering price and the technical factors set forth herein. In making this determination, technical factors will receive greater merit than price.

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary.

### 5.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed below in descending order of importance and are inclusive of both the actual contract requirements and those proposed by the Offeror:

#### 5.2.1 Technical Criteria for Functional Area I

- Offeror's Technical Response to RFP Requirements. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology, and how the work will be done, and its proposed solution's level of, and impact on, accessibility, outreach, and support to the Maryland user community. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate it understands a work requirement and document a proposed solution to meet or exceed it. (Ref. Section 4.4.3.6)
- Offeror's Experience and Capabilities (Ref. Section 4.4.3.4 and 4.4.3.5)
- Offeror's Transition Plan and Facilities (Ref. Section 4.4.3.7 and Section 4.4.3.15)
- Offeror's Proposed Personnel (Ref. Section 4.4.3.8)
- Offeror's Procedures and Standards (Ref. Section 4.4.3.9)
- Offeror's Economic Benefit Factors. (Ref. Section 4.4.3.13)

#### 5.2.2 Technical Criteria for Functional Area II

- Offeror's Technical Response to RFP Requirements. An Offeror's response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology, and how the work will be done, and their proposed solution's level of, and impact on, accessibility, outreach, and support to the Maryland user community. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate it understands a work requirement and document a proposed solution to meet or exceed it. (Ref. Section 4.4.3.6)
- Offeror's Experience and Capabilities (Ref. Section 4.4.3.4 and 4.4.3.5)
- Offeror's Proposed Personnel (Ref. Section 4.4.3.8)

- Offeror's Economic Benefit Factors. (Ref. Section 4.4.3.13)

### 5.3 Financial Criteria

Offerors are required to record the per-minute price it is proposing for one or both Functional Areas. The per-minute price shall be the Offeror's fully loaded price that includes all direct and in-direct costs, and fees. The per-minute prices recorded in Attachment F-Price Proposal will be used to calculate the Offeror's EVALUATED PRICE. The evaluated price will be the price to establish all Offerors' financial proposals from lowest (best) evaluated price to the highest (most expensive) evaluated price.

### 5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### 5.5 Selection Procedures

#### 5.5.1 General Selection Process

The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

#### 5.5.2 Selection Process Sequence

5.5.2.1 The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.

5.5.2.2 The State Procurement Officer and Evaluation Team will perform site visits of the Offeror's proposed Maryland Relay facilities as part of the Oral Discussion process.

- 5.5.2.3 Offerors must confirm in writing any substantive oral clarification of, or change in, its proposals made in the course of Discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 5.5.2.4 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.5.3 **Award Determination**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

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## **SECTION 6 - ATTACHMENTS**

**ATTACHMENT A – EXAMPLE of the STATE’S CONTRACT.** This is the example of the State’s contract that will be utilized for the contract awarded as a result of this solicitation. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer expeditiously upon a notification of proposed contract award.

**ATTACHMENT B –Proposal Affidavit.** The Offeror’s Proposal Affidavit must be completed and submitted with the Offeror’s Technical proposal.

**ATTACHMENT C – Contract Affidavit.** The Contract Affidavit is not required at the Offeror’s proposals’ submission time. It must be submitted by the selected Offeror to the Procurement Officer within five (5) working days of notification of proposed award.

**ATTACHMENT D: MINORITY ENTERPRISE BUSINESS PARTICIPATION (Required for Functional Area I only)**

- D-1 - Required with the Offeror’s submission of Proposals**
- D-2 - Required with the Offeror’s submission of Proposals**
- D-3 - Required as specified in Attachment D**
- D-4 - Required as specified in Attachment D**
- D-5 - Required as specified in Attachment D**
- D-6 - Required as specified in Attachment D**

**ATTACHMENT E – Pre-Proposal Conference Response Form.** It is requested that this form be completed and submitted as described in RFP Section 1.7 by those potential Offerors who plan on attending the conference.

**ATTACHMENT F – Price Proposal Instructions and Forms.** Price Proposal forms must be completed and submitted as the Offeror’s Financial Proposal.

**ATTACHMENT G – Directions To The Pre-Proposal Conference**

**ATTACHMENT H – Toll Free Maryland Relay Access Numbers.**

**ATTACHMENT I – Monthly Reports.** Narrative of reports.

**ATTACHMENT J – Receipt of Deliverable Form.**

**ATTACHMENT K – Acceptance of Deliverable Form.**

**ATTACHMENT L – Conflict of Interest Affidavit**

**ATTACHMENT M – Electronic Funds Transfer**

**ATTACHMENT N – Historic Average Monthly Volumes**



**6.1 ATTACHMENT A – EXAMPLE of the STATE’S CONTRACT**

**TELECOMMUNICATIONS RELAY AND CAPTIONED TELEPHONE SERVICES**

THIS CONTRACT (the “Contract”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between \_\_\_\_\_ and the STATE OF MARYLAND, acting by and through the DEPARTMENT OF Information Technology.

In consideration of the promises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Manager” means the manager designed by the Department, or any replacement designated in writing by the Department.
- 1.2 “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
- 1.3 “Department” means the Maryland Department of Information Technology.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.
- 1.5 “Notice To Proceed (NTP)” means a formal notification from the State Contract Manager: (i) verifying notice of contract award to the Contractor; and (ii) the Contractor should immediately, or as of a date contained in the notice, begin performance.
- 1.6 “Procurement Officer” means the officer designated by the Department, or any replacement designated in writing by the Department.
- 1.7 “Project Manager” means the manager designated by the Department, or any replacement designated in writing by the Department.
- 1.8 “RFP” means the Request for Proposals for Telecommunications Relay and Captioned Telephone Services, Project F50B2400063, and any amendments thereto issued in writing by the State.
- 1.9 “State” means the State of Maryland.
- 1.10 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

2. Scope of Work

2.1 The Contractor shall provide all telecommunications r elay or captioned telephone services and deliverables as defined in the RFP Section 3. If one Contractor has been awarded both Functional Areas of responsibility; then the Contractor shall be awarded one contract for both. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – The RFP
- Exhibit B – The Technical Proposal

Exhibit C – The Financial Proposal

Exhibit D - State Contract Affidavit, executed by the Contractor and dated \_\_\_\_\_

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

The Contract resulting from this RFP shall be for a period of years beginning on \_\_\_\_\_, 2013 and ending on \_\_\_\_\_, 2018, unless earlier terminated as provided in this Contract. The Contractor shall provide services upon receipt of a Notice to Proceed from the Procurement Officer. All prices for rates and terms as offered in Attachment F are binding on the Contractor for the term of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the not to exceed rates specified on Attachment F, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed \$\_\_\_\_\_. Any work performed by the Contractor in excess of the ceiling amount of this Contract without the prior written approval of the Procurement Officer is at the Contractor's risk of non-payment. Contractor shall notify the Procurement Officer, in writing, at least sixty (60) days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor will: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the terms of the RFP and the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Invoices shall be submitted to the Project Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Contractor's eMarylandMarketplace vendor ID number is \_\_\_\_\_.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of this Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## 6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

## 7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

7.3 The Contractor shall hold and save harmless the State of Maryland, including but not limited to the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or uncopyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Contract resulting from this RFP. The Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) notifies the Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Contractor of any obligation hereunder except and to the extent that such failure prejudices Contractors' ability to defend against such claim; and (ii) cooperates with Contractor in, the defense and any related settlement negotiations.

7.4 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the product with a non-fringing product that, in the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

7.5 In connection with services provided under the Contract, the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.

7.6 The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. The State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use of non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

## 8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

## 9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Project Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder. Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements, that arise from, are in connection with, or are attributable to Contractor's failure to comply with the requirements of this Section 9.

## 10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance of the Contractor or its subcontractors under this Contract.

10.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all suits and pay costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

#### 11. Non-Hiring of Employees

No official or employee of the State, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

#### 12. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

#### 13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this Contract, or to any purchase order, or Notice to Proceed, issued under this Contract or any software license acquired hereunder.

13.3 Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

#### 14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### 15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

#### 16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer or Contract Manager may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after Contract closeout and final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract shall be retained for the entire time provided under this section. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. In the event of any audit conducted by or on behalf of the State, Contractor shall cooperate fully and provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances. This section shall survive the expiration of this Contract.

25. Representations and Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Financial Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion. Any such subcontract or assignment shall include the terms of Sections 11 and 13 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim; provided, however, that except as specified in the last sentence of this subsection 28.1C, in no event shall any such amount be less than [\$\_\_\_\_\_] or greater than [\$\_\_\_\_\_]. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

30. Administrative

30.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination. The Procurement Officer is the designated Procurement Officer assigned by the Department, or any replacement designated in writing by the Department.

The Project Manager is the designated Project Manager assigned by the Department, or any replacement designated in writing by the Department.

30.3 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:  
Maryland Department of Information Technology



Office of Information Technology, TAM  
301 West Preston Street, Suite 1008A  
Baltimore, MD 21201  
Telephone: 410-767-5891  
Fax No.: 410-767-4276  
Email: [Brenda.Kelly-Frey@maryland.gov](mailto:Brenda.Kelly-Frey@maryland.gov)

Attention: Brenda Kelly-Frey, Contract Manager

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. Liquidated Damages

Time is an essential element of the Contract and it is critical to the success of the State’s telecommunications Relay and captioned telephone services programs for Maryland’s hearing and speech disabled citizens be maintained in accordance with the terms and conditions provided in the RFP and herein and that the Contractor operates in an extremely reliable manner. In the event the Contractor fails to comply with such terms, the Contractor shall be liable for liquidated damages in the amount(s) and as provided for in the RFP.

32. Nonvisual Accessibility Warranty

The Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

33. Orderly Termination

33.1 Contractor agrees that at the commencement of this Contract, it shall have ready and available sufficient levels of inventory and qualified personnel to be able to promptly, diligently, efficiently and completely prosecute the specified services to completion. If the specified work involves the transitioning of work from another entity to Contractor, Contractor shall be required to assume full responsibility for the work and complete any required transitioning as specified in the RFP.

33.2 Upon the expiration or earlier termination of this Contract, Contractor shall:

- a) promptly, diligently, efficiently and in good faith work with any successor Contractor and the Department to transition services over to the successor Contractor;
- b) during the transition period, continue to be subject to all of the terms and conditions of the Contract, including, by way of example only, those that govern the rates, fees and other charges that Contractor may be permitted to charge the Department under the Contract, and under no circumstances shall the Contractor be entitled to raise any such rates, fees and/or other charges during the transition period; and,

at the end of the transition period, provide the Department with a summary report of the transition that, among other things, contains a certification signed by an officer of the Contractor who is authorized to legally bind Contractor, that states that all actions necessary to successfully transition the services to the successor Contractor have been completed, or if they have not

been completed, why they have not been completed. The Department shall be entitled to withhold any final payment(s) otherwise due Contractor until it receives the summary report and certification specified in this subsection.

34. Commercial Nondiscrimination

- A. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the State in all subcontracts.
- C. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

35. Prompt Pay Requirements

35.1 If a Contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:

- 35.1.1. Not process further payments to the Contractor until payment to the subcontractor is verified
- 35.1.2 Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- 35.1.3 Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- 35.1.4 Place a payment for an undisputed amount in an interest-bearing escrow account; or
- 35.1.5 Take other or further actions as appropriate to resolve the withheld payment.

35.2 An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

35.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

- 35.3.1 Affect the rights of the contracting parties under any other provision of law;

- 35.3.2 Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- 35.3.3 Result in liability against or prejudice the rights of the Department.

35.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

35.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- 35.5.1 Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- 35.5.2 This verification may include, as appropriate:
  - 35.5.2.1 Inspecting any relevant records of the contractor;
  - 35.5.2.2 Inspecting the jobsite; and
  - 35.5.2.3 Interviewing subcontractors and workers.
  - 35.5.2.4 Verification shall include a review of:
    - 35.5.2.4.1 The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
    - 35.5.2.4.2 The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- 35.5.3 If the Department determines that a contractor is in noncompliance with certified MBE participation goals, then the Department will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- 35.5.4 If the Department determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
  - 35.5.4.1 Terminate the contract;
  - 35.5.4.2 Refer the matter to the Office of the Attorney General for appropriate action; or
  - 35.5.4.3 Initiate any other specific remedy identified by the Contract, including the contractual remedies required by this directive regarding the payment of undisputed amounts.
- 32.5.5 Upon completion of the Contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**IN WITNESS THEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

**CONTRACTOR**

By: \_\_\_\_\_ (SEAL)                      Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness/Attest

**STATE OF MARYLAND**

**By: DEPARTMENT OF INFORMATION TECHNOLOGY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)



**6.2 ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:  
**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s)

involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**G. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)



**6.3 ATTACHMENT C - CONTRACT AFFIDAVIT**

**Per COMAR 21.07.01.25**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sde Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13 221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14 101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the

aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
  - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**State of Maryland**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**Minority Business Enterprise Participation for Functional Area I– TRS for Traditional Relay Call**  
**Types (ONLY)**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**PURPOSE**

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

**MBE Goals and Sub Goals**

An MBE subcontract participation goal of \_\_\_ percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

OR

An overall MBE subcontract participation goal of \_\_\_ percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:

- A sub goal of \_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as \_\_\_\_\_-owned businesses.
- A sub goal of \_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as \_\_\_\_\_-owned businesses.
- A sub goal of \_\_\_ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as \_\_\_\_\_-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

**SOLICITATION AND CONTRACT FORMATION**

A bidder or offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)* and *MBE Participation Schedule (Attachment D-2)* whereby:

- (1) the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value and the items of work associated with each MBE subcontractor identified on the MBE Participation Schedule.

*If a bidder or offeror fails to submit Attachment D-1 and D-2 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.*

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) **Outreach Efforts Compliance Statement** (Attachment D-3)
- (2) **Subcontractor Project Participation Statement** (Attachment D-4)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

*If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.*

## CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

- 1 Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
- 2 Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
- 3 Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- 4 Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
- 5 At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

**6.5 ATTACHMENT D-1 - CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, sub-goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**



**6.6 ATTACHMENT D-2 - MBE PARTICIPATION SCHEDULE**

*(for submission with Offeror's proposal)*

This document shall be included with the submittal of the bid or offer. If the Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
<b>Work To Be Performed/SIC</b>	
<b>Percentage of Total Contract</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

**TOTAL MBE PARTICIPATION:**

\_\_\_\_\_ %

**TOTAL WOMAN-OWNED MBE PARTICIPATION:**

\_\_\_\_\_ %

**TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: \_\_\_\_\_ %**

Document Prepared By: (please print or type)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Attachment D-2  
 MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	



**6.7 ATTACHMENT D-3 - OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
5.  Bidder/Offeror did/did not attend the pre-bid/proposal conference  
 No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Submit one form for each Certified MBE listed in the MBE Participation Schedule**

Provided that \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation  
Prime Contractor Name

No. \_\_\_\_\_, it and \_\_\_\_\_, MDOT Certification No. \_\_\_\_\_,  
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This form is to be completed monthly by the prime contractor.

**6.9 ATTACHMENT D-5 - Prime Contractor Paid/Unpaid MBE Invoice Report**

**Maryland Department of Information Technology  
Minority Business Enterprise Participation  
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____ ( Sequential number for each reporting month)  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract No.: _____ Purchase Order No.: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b> 1.  2.  3.  4. <b>Total Dollars Paid: \$</b> _____		<b>List dates and amounts of any outstanding invoices:</b> 1.  2.  3.  4. <b>Total Dollars Unpaid: \$</b> _____	

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.  
Return one copy (electronic) of this form to the following addresses:

<b>DoIT MBE</b> 45 Calvert Street, Room 441 Annapolis, MD 21401 DoIT.MBE@maryland.gov	<b>Brenda Kelly-Frey</b> Department of Information Technology 301 W. Preston Street, 10 <sup>th</sup> Floor, Room 1008A Baltimore, MD 21201 Brenda.Kelly-Frey@Maryland.gov
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form is to be completed monthly by the MBE subcontractor.

**6.10 ATTACHMENT D-6 - Subcontractor Paid/Unpaid MBE Invoice Report**

**Maryland Department of Information Technology  
Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ ( Sequential number for each reporting month)  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract No.: _____ Purchase Order No.: _____ Contracting Unit: _____ Contract/PO Amount: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<b>List all payments received from Prime Contractor during this reporting period.</b> 1.  2.  3.  4.  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any outstanding invoices.</b> 1.  2.  3.  4.  <b>Total Dollars Unpaid: \$</b> _____	
Prime Contractor:	Contact Person:	

**Return one copy (electronic) of this form to the following address (electronic copy is preferred):**

<b>DoIT MBE</b> 45 Calvert Street, Room 441 Annapolis, MD 21401 DoIT.MBE@maryland.gov	<b>Brenda Kelly-Frey</b> Department of Information Technology 301 W. Preston Street, 10 <sup>th</sup> Floor, Room 1008A Baltimore, MD 21201 Brenda.Kelly-Frey@Maryland.gov
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

6.11 ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. F50B2400063

Telecommunications Relay and Captioned Telephone Services

A Pre-Proposal Conference will be held: Thursday, May 17, 2012 - 10:00 AM (Local Time) at:

Department of Information Technology  
TAM Conference Room, 10<sup>th</sup> Floor, Suite 1008A  
301 W. Preston Street  
Baltimore, MD 21201

**\* Please allow yourself time to sign in with personal identification at the Guard Desk.**

For directions to the meeting site, see Attachment G for the Pre-proposal Conference or you may contact Edward Bannat via email at [Edward.Bannat@maryland.gov](mailto:Edward.Bannat@maryland.gov), or phone 410-260-7662.

Please email, FAX or return this form **no later than 3:00 PM on Thursday May 10, 2012** advising whether or not you plan to attend this Conference.

Return or fax this form to the Procurement Officer:

Edward Bannat  
Department of Information Technology  
Procurement  
45 Calvert Street, Room 445  
Annapolis, MD 21401  
Fax No.: (410) 974-5615

Please indicate: \_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

or, \_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Company/Firm/Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name (Please Print)

## PRICE PROPOSAL INSTRUCTIONS

### Instructions:

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Proposal Instructions and a Price Proposal Form have been prepared. Offerors shall submit their price proposal on the Form in accordance with the instructions on the Form and as specified herein. Do not alter the Form. The Price Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the proposed price.

Offerors are required to record the per session minute price they are proposing for one or both Functional Areas; Functional Area I- Telecommunications Relay Service for Traditional Relay Call Types, and Functional Area II- Statewide Captioned Telephone Service. The price form is used to calculate the Offeror's EVALUATED PRICE. The Evaluated Price will be the price to establish the Offerors' financial proposals from lowest (best) Evaluated Price to the highest (most expensive) Evaluated Price.

1. Every blank in the price sheet shall be filled in for each Functional Area proposed. If the Offeror is not proposing to one of the Functional Areas, then enter 'N/A' in the pricing line for that Functional Area for each of the years; Year 1 through Year 5, and also in the Evaluated Price Column for that Functional Area.
2. The Offeror's fully-loaded Unit Price (noted as 'Billable Session Minute') must be clearly entered with dollars and cents to two decimal places. Examples: \$24.15; \$24.00.
3. All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
4. It is imperative that the prices included on the Price Proposal Form have been entered correctly and calculated accurately by the Offeror.
5. The Offeror's Unit Price is to be the actual unit price the State will pay for the proposed Billable Session Minute per this RFP and may not be contingent on any other factor or condition in any manner. The fully-loaded Unit Price (noted as 'Billable Session Minute') is inclusive of all direct costs, indirect costs, and fees for the proposed Functional Area.
6. Instructions for Pricing Each Functional Area for Billable Session Minutes:
  - A. For Functional Area I – Telecommunications Relay Service for Traditional Relay Call Types in Item 1 (described in Section 3.1) and for Section 3.3-General Project Requirements:
    1. Record a Not To Exceed firm fixed price to two decimal places to be used under the contract per Billable Session Minute, for each year of the contract by filling in Columns B, C, D, E, and F for Item 1.
    2. Add each of the unit prices for Billable Session Minutes recorded in Years 1 through Year 5, and divide that number by 5.
    3. Record that calculated unit price to two decimal places on Line 1, Column G. This is the Offeror's Evaluated Price for Functional Area I.
    4. The Evaluated Price will be used to compare each Offeror's Financial Proposal with each other Offeror's Financial Proposal to determine the Financial Proposal rank order (lowest Evaluated Price to highest Evaluated Price); however, the Not To Exceed firm fixed unit prices for each Year 1 through Year 5 are the actual unit prices to be applied as a 'Billable Session Minute' for that Functional Area during the life of the contract.



5. For the contract, the Not-To-Exceed unit price noted for the 'Billable Session Minute' for each Year will be divided by the number '10,' to establish the 6-second billable session rate that will be utilized by the Contractor during invoicing.
- B. For Functional Area II – Statewide Captioned Telephone Service in Item 2 (described in Section 3.2) and for Section 3.3-General Project Requirements:
1. Record a Not To Exceed firm fixed price to two decimal places to be used under the contract per Billable Session Minute, for each year of the contract by filling in Columns B, C, D, E, and F for Item 2.
  2. Add each of the unit prices for Billable Session Minutes recorded in Years 1 through 5, and divide that number by 5.
  3. Record that calculated unit price to two decimal places on Line 2, Column G. This is the Offeror's Evaluated Price for Functional Area II.
  4. The Evaluated Price will be used to compare each Offeror's Financial Proposal with each other Offeror's Financial Proposal to determine the Financial Proposal rank order (lowest Evaluated Price to highest Evaluated Price); however, the Not To Exceed firm fixed unit prices for each Year 1 through Year 5 are the actual unit prices to be applied as a 'Billable Session Minute' for that Functional Area during the life of the contract.
  5. For the contract, the Not-To-Exceed unit price noted for the 'Billable Session Minute' for each Year will be divided by the number '10,' to establish the 6-second billable session rate that will be utilized by the Contractor during invoicing.

**The volumes listed in the Price Proposal are recent monthly averages of session minutes and are being used for EVALUATION PURPOSES ONLY. The State does not guarantee any volume of session minutes to the Contractor during the term of this contract.**

**ATTACHMENT F - Price Proposal Form**  
**Project No. F50B2400063**

**Complete this form per the instructions noted as 'Price Proposal Instructions' (See prior page). The Authorized Signature block on this form must be signed and dated by an individual who is authorized to bind the Offeror to all prices contained in this Financial Proposal:**

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Call Type	Proposed Price per Billable Session Minute – Year 1	Proposed Price per Billable Session Minute – Year 2	Proposed Price per Billable Session Minute – Year 3	Proposed Price per Billable Session Minute – Year 4	Proposed Price per Billable Session Minute – Year 5	((Columns B+C+D+E+F) Divided by '5' = Column G)) Average Rate	Estimated Monthly Session Minutes Volume	I = G x H
Functional Area 1 – TRS								
General Assist							51,900	
Voice							32,400	
Text-to-Voice TTY-based TRS							42,600	
Voice Carry Over (VCO)							12,900	
Hearing Carry Over (HCO)							1,200	
Speech-to-Speech (STS) Relay							1,200	
Spanish Relay Service							600	
2-Line HCO							1,200	
2-Line VCO							30	
ASCII							3,000	
Functional Area 2 – CTS							16,300	
<b>TOTAL EVALUATED MONTHLY PRICE (Total of all rows in Column I):</b>								
<b>TOTAL EVALUATED CONTRACT PRICE (TOTAL EVALUATED MONTHLY PRICE x 60 MONTHS):</b>								

Note: For the contract, the unit price noted in each Year for the 'Billable Session Minute' (for each Functional Area) will be divided by the number '10,' to establish the 6-second billable session rate that will be utilized by the Contractor during invoicing. Additionally, a sample of the historic average monthly volumes has been provided to Offerors in Attachment N for reference and consideration in pricing.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 TYPED NAME

\_\_\_\_\_  
 FEDERAL EMPLOYER IDENTIFICATION #

\_\_\_\_\_  
 NAME OF **OFFEROR** (COMPANY)  
 ADDRESS \_\_\_\_\_

\_\_\_\_\_  
 PHONE NO. \_\_\_\_\_

\_\_\_\_\_  
 FAX NO. \_\_\_\_\_

For

**TELECOMMUNICATIONS RELAY AND  
CAPTIONED TELEPHONE SERVICES  
Project No. F50B2400063**

**Department of Information Technology  
TAM Conference Room, 10<sup>th</sup> Floor, Suite 1008A  
301 W. Preston Street  
Baltimore, MD 21201**

**Thursday May 17, 2012 10:00 AM – 12:00PM (Local Time)**

From BWI Airport if coming from North or South, take I-95 and follow directions starting at #6 below:

1. Go WEST on I-195 W
2. Merge onto MD-295 N via EXIT 2A toward Baltimore/I-695
3. Turn SLIGHT RIGHT onto RUSSELL STREET.
4. Merge onto MARTIN LUTHER KING JR BLVD.
5. Turn LEFT onto N. EUTAW STREET
6. Turn RIGHT onto W. PRESTON STREET
7. Parking Lot is on your LEFT.

Or:

1. If driving from North or South, take I-95, then merge onto I-395N toward MARTIN LUTHER KING, JR. BLVD/DOWNTOWN. TAKE THE MARTIN LUTHER KING, JR. BLVD. exit. Then follow directions above beginning at #5.

Parking:

Pay-for-Parking is available across the street from 301 West Preston. Pay-for-Parking is also available at the Maryland General Hospital parking garage about one block away. Entrances are at Linden Avenue (located South of Martin Luther King Blvd.) and also Eutaw Place (also located South of Martin Luther King Blvd.).

6.14 ATTACHMENT H — Toll Free Maryland Relay Access Numbers

**1-800-201-7165**  
(Voice)

**1-800-735-2258**  
(TTY/HCO)

**1-888-VCO-WORD**  
(1-888-826-9673)

**1-877-258-9854**  
(Two line VCO)

**1-877-735-5151**  
(For ASCII)

**1-800-785-5630**  
(For Speech-to-Speech)

**1-800-877-1264**  
(Spanish)

**1-866-681-5570**  
(VoIP)

**1-866-339-9383**  
(Captioning)

**1-866-339-9382**  
(IP ASCII)

**1-800-855-9200**  
(Not Currently Dedicated)

**1-800-855-9222**  
(Not Currently Dedicated)

### TRS Monthly Reports:

The reporting packet will include:

#### Summary Reports

1. Year to Date report listing the Monthly and Yearly totals for (Report A):
  - a. Billable Calls
  - b. Billable Minutes
  - c. Answered Calls
  - d. Abandon Calls
  - e. Inbound Calls
  - f. Outbound Calls
  - g. Calls and Minutes by Jurisdiction
    - i. Local
    - ii. Intralata Toll
    - iii. Intrastate Interlata
    - iv. Interstate
    - v. International
    - vi. Toll Free
    - vii. 900
    - viii. Directory Assistance
    - ix. General Assistance
  - h. Answer performance
    - i. Average Answer Seconds
    - ii. % Answered in 10 Seconds
    - iii. % Answered in 30 Seconds
    - iv. % Answered in 60 Seconds
    - v. % Answered in 90 Seconds
  - i. Number Blocked Calls
  - j. Conversation Minutes and Average Minutes per Call
  - k. Session Minutes and Average Minutes per Call
  - l. Call Setup and Wrap-up Time
  - m. Inbound Calls and Minutes by each DNIS and Percentage of total Calls and Minutes
  - n. Inbound Calls, Session Minutes and Percentage of totals for Calls originating from a VoIP Phone
  - o. Inbound Calls, Session Minutes and Percentage of totals for Calls originating from a Cell Phone
  - p. Call detail for any additional services offered

- q. STS Outbound Calls along with the Intrastate and Interstate minutes.
  - r. Number of calls by the length of Call
    - i. Less than 1 minute
    - ii. 1 to 2 minutes
    - iii. 2 to 3 minutes
    - iv. 3 to 4 minutes
    - v. 4 to 5 minutes
    - vi. 5 to 10 minutes
    - vii. 10 to 20 minutes
    - viii. 20 to 30 minutes
    - ix. More than 30 minutes
2. Year to Date report listing the Monthly and Yearly totals for (GABTR Report):
- a. Calls and Percentage of total calls by Call Method including calls requiring slow typing
    - i. 2-Line VCO
    - ii. ASCII
    - iii. HCO
    - iv. Spanish
    - v. STS
    - vi. TTY
    - vii. VCO
    - viii. Voice
    - ix. General Assist
    - x. Slow Typing
  - b. Calls by Jurisdiction
    - i. Local
    - ii. Intralata Toll
    - iii. Intrastate Interlata
    - iv. Interstate
    - v. International
    - vi. Toll Free
    - vii. 900
    - viii. Directory Assistance
    - ix. General Assistance
  - c. Answer performance
    - i. Average Answer Seconds
    - ii. % Answered in 10 Seconds
  - d. Session Minutes and Average Minutes per Call

- e. Call detail for any additional services offered
- f. Inbound Calls by each DNIS
- g. Number of calls by the length of Call
  - i. Less than 1 minute
  - ii. 1 to 2 minutes
  - iii. 2 to 3 minutes
  - iv. 3 to 4 minutes
  - v. 4 to 5 minutes
  - vi. 5 to 10 minutes
  - vii. 10 to 20 minutes
  - viii. 20 to 30 minutes
  - ix. More than 30 minutes

**Backup reports for YTD/Summary Reports**

1. Monthly Report displaying all Calls
  - a. Session Minutes, Conversation Minutes and Calls by Jurisdiction for Total calls and Complete Calls. The percentage of Total Calls for each Jurisdiction Category.
  - b. Allocation of Session Minutes and Conversation minutes to the State and Interstate Funds.
2. Monthly Report displaying all STS Calls
  - a. Session Minutes, Conversation Minutes and Calls by Jurisdiction for Total calls and Complete Calls. The percentage of Total Calls for each Jurisdiction Category.
  - b. Allocation of Session Minutes and Conversation minutes to the State and Interstate Funds.
3. Monthly Reporting displaying performance data
  - a. Data sorted by Seconds in Queue with the following categories (Report B)
    - i. Less than 1 Seconds
    - ii. 1 Seconds
    - iii. 2 Seconds
    - iv. 3 Seconds
    - v. 4 Seconds
    - vi. 5 Seconds
    - vii. 6 Seconds
    - viii. 7 Seconds
    - ix. 8 Seconds
    - x. 9 Seconds
    - xi. 10 Seconds
    - xii. 11 to 20 Seconds
    - xiii. 21 to 30 Seconds
    - xiv. 31 to 40 Seconds
    - xv. 41 to 50 Seconds

- xvi. 51 to 60 Seconds
    - xvii. 61 to 70 Seconds
    - xviii. 71 to 80 Seconds
    - xix. 81 to 90 Seconds
    - xx. Over 90 Seconds
  - c. All Calls data includes Abandon Calls, Inbound Calls, % of All Calls, % of All Calls answered in this time and sooner and the maximum hold time.
  - d. Spanish and STS Calls (separately): data includes Inbound Calls and % of All Calls answered in this time and sooner, the maximum hold time, and the Average Answer Time. (Report M)
- 4. Daily and Monthly Report for Call Performance
  - a. Data is provided for the following items:
    - i. All Maryland Calls (Report C)
      - 1. Daily and Monthly Data includes:
        - a. Inbound Calls
        - b. Abandon Calls
        - c. Outbound Calls
        - d. Complete Calls
        - e. In-Complete Calls
        - f. Blockage Rate
        - g. Average Answer Seconds
        - h. Percentage of Calls answered in 10 Seconds
        - i. Number of Calls not immediately answered
        - j. Average time the calls not immediately answered waited
      - 2. Monthly data includes:
        - a. Quickest Answer time
        - b. Slowest Answer / Abandon time
    - ii. Maryland Calls Answered in the Primary Center
      - 1. Daily and Monthly Data includes:
        - a. Inbound Calls
        - b. Abandon Calls
        - c. Outbound Calls
        - d. Complete Calls
        - e. In-Complete Calls
        - f. Blockage Rate
        - g. Average Answer Seconds
        - h. Percentage of Calls answered in 10 Seconds
        - i. Number of Calls not immediately answered
        - j. Average time the calls not immediately answered waited



2. Monthly data includes:
  - a. Quickest Answer time
  - b. Slowest Answer / Abandon time
- iii. Maryland Calls Answered in centers other than the Primary Center
  1. Daily and Monthly Data includes:
    - a. Inbound Calls
    - b. Abandon Calls
    - c. Outbound Calls
    - d. Complete Calls
    - e. In-Complete Calls
    - f. Blockage Rate
    - g. Average Answer Seconds
    - h. Percentage of Calls answered in 10 Seconds
    - i. Number of Calls not immediately answered
    - j. Average time the calls not immediately answered waited
  2. Monthly data includes:
    - a. Quickest Answer time
    - b. Slowest Answer / Abandon time
- iv. Non Maryland Calls Answered in the Primary Center
  1. Daily and Monthly Data includes:
    - a. Inbound Calls
    - b. Abandon Calls
    - c. Outbound Calls
    - d. Complete Calls
    - e. In-Complete Calls
    - f. Blockage Rate
    - g. Average Answer Seconds
    - h. Percentage of Calls answered in 10 Seconds
    - i. Number of Calls not immediately answered
    - j. Average time the calls not immediately answered waited
  2. Monthly data for
    - a. Quickest Answer time
    - b. Slowest Answer / Abandon time
5. Monthly Inbound Calls, Sessions minutes and Percentage to the totals of each by each
6. Daily and Monthly Total of Inbound Calls by DNIS
7. Daily and Monthly Inbound Calls, Average Answer Seconds, and Blockage Rate by each Relay Center and the Percentage of each to the total for the month.

8. Completed Calls and Session Minutes for Completed Calls by Hour of the day and Terminating Call Method.
9. Daily and Monthly totals of Completed Calls and Session Minutes for Completed Calls by Terminating Call Method.
10. Originating Call Method report displaying monthly totals of Inbound Calls, Outbound Calls, Session Minutes, and Conversation Minutes along with their Percentage of total Calls and Minutes.
11. Daily and Monthly report displaying all Inbound Calls, Inbound Calls to the Primary Center, and percentage calls answered in the Primary Center.
12. Daily and Monthly report displaying Inbound Calls to Centers other than the Primary Center. (Report I)
13. Daily and Monthly report displaying Inbound Calls, Answered Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Services paid for by the Interstate Relay Fund such as IP Relay and VRS Relay for Calls Terminating in Maryland.
  - a. If 10 digit numbering allows different reporting, reports are to be based on 10 digit number (inbound call data)
14. Daily and Monthly report displaying the Requests for ASL Translations.
15. Monthly report displaying the Originating and Terminating Call Methods, Completed Calls for each pair and the percentage of the Total Completed Calls.
16. Daily and Monthly report displaying compliance statistics including the percentage of Calls answered in the Primary Center, Calls Answered in 10 Seconds, and Call Blockage Rate. The necessary backup data is included on this report as well as the Average Session Minutes per Inbound Call.
  - a. A explain for all days where the compliance requirement was not met.
17. Daily and Monthly report displaying Inbound Calls, Answered Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Calls Identified as originating from a Cell phone.
18. Daily and Monthly report displaying Inbound Calls, Answered Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Calls Identified as originating from a VoIP phone
19. Daily and Monthly reporting displaying the number of calls by the length of Call (Report Q)
  - a. Less than 1 minute
  - b. 1 to 2 minutes
  - c. 2 to 3 minutes
  - d. 3 to 4 minutes
  - e. 4 to 5 minutes
  - f. 5 to 10 minutes
  - g. 10 to 20 minutes
  - h. 20 to 30 minutes
  - i. More than 30 minutes
20. Daily and Monthly report displaying Inbound Calls, Outbound Calls, Complete Calls, Session Minutes, and Conversation Minutes for Calls for optional relay services.
21. Invoice includes amount of funds reimbursed to the relay provider from the Interstate Relay Fund for Maryland Calls.
22. Invoice includes total amount invoiced to date for the contract and percent of total contract Invoiced to date.
23. Graphical representation of all the data is included in the above reports.
24. Up to 100 additional reports upon request of the State Relay Project Manager.

25. QA Testing and Results including:
  - a. Operator number
  - b. Testing date
  - c. Typing score
  - d. Monitoring score
  - e. Issues
  - f. Action taken
26. Culture Training Report includes:
  - a. Training date
  - b. Type of training
  - c. Number of participants
  - d. Number of hours per participant
  - e. Training administrator
27. Operator Participation in Outreach includes
  - a. Shown by year
  - b. Date
  - c. Operator name/number
  - d. Description of event
  - e. How the event relates to Maryland Relay
28. Primary Center PSAP Report includes:
  - a. Date/Time of call
  - b. Call Center
  - c. Calling Number (showing NPA-NXX)
  - d. Called Number (showing only NPA-NXX)
  - e. Maryland County
  - f. Call Difficulties
29. Remote Center PSAP Report includes:
  - a. Date/Time of call
  - b. Call Center
  - c. Calling Number (showing only NPA-NXX)
  - d. Called Number (showing only NPA-NXX)
  - e. Maryland County
  - f. Call Difficulties
30. TRS Outreach Activity Log includes
  - a. Date
  - b. Number of events
  - c. Number of presentations

- d. Hours Worked
    - i. Event
    - ii. Presentation
    - iii. Cold Call
    - iv. Special Project
    - v. Admin
    - vi. Travel
    - vii. Total hours
  - e. Vacation/PTO
  - f. Comp Time earned
  - g. Activity Description
  - h. Total events by Month and year to date
  - i. Total presentations by month and year to date
  - j. Cumulative total of events and presentations by month and year to date
31. TRS Outreach Progress Log includes:
- a. Business/Organization
  - b. Complete
  - c. Date of Initial Contact
  - d. Source contact was obtained from
  - e. Point of Contact (name, email, phone number required)
  - f. Possible event date/time
  - g. Possible event type
  - h. Target audiences
  - i. Product/services to be promoted
  - j. Location
  - k. Planning notes
  - l. TRS Customer Service Summary includes
    - i. Total number of contacts by category
    - ii. Total number of monthly calls to customer service
    - iii. TRS Customer Service Monthly Inquiry includes
      - 1. Every contact made to customer service
      - 2. Customer Name, address, phone number, email
      - 3. Inquire date
      - 4. Call taken by
      - 5. Operator number
      - 6. Responded by
      - 7. Response date

8. Resolution date

CAPTIONED PHONE NARRATIVE REPORTS

**Appendix \_ Captioned Telephone Monthly Reports:**

The reporting packet includes:

1. Year to Date report listing the Monthly and Yearly totals for: (CTS year to Date)
  - a. Billable Minutes
  - b. Minutes allocated to the Interstate Relay Fund
  - c. Calls, Minutes, and Percentage of each by Jurisdiction
    - i. Intralata
    - ii. Interstate
    - iii. International
    - iv. Toll Free
    - v. 900
    - vi. Two-Line
    - vii. General Assistance
  - d. Answer performance
    - i. Average Answer Seconds
    - ii. % Answered in 10 Seconds
  - e. Conversation Minutes and Average Minutes per Call
  - f. Session Minutes and Average Minutes per Call
  - g. Inbound calls and Percentage to total Calls by Inbound Method.
  - h. Inbound calls by One-line vs. Two-Line mode.
  - i. Roaming Usage: Completed Calls, Interstate and Intrastate allocated minutes.
2. Year to Date report listing the Monthly and Yearly totals for (GABTR Report):
  - a. Calls, Minutes, and Percentage of each by Jurisdiction
    - i. Intralata
    - ii. Interstate
    - iii. International
    - iv. Toll Free
    - v. 900
    - vi. Two-Line
    - vii. General Assistance

- b. Answer performance
  - i. Average Answer Seconds
  - ii. % Answered in 10 Seconds
- c. Session Minutes and Average Minutes per Call
- d. Inbound calls by Inbound Method.

**Monthly Detail Reports**

1. Monthly Report displaying all Calls (Report A)
  - a. Session Minutes, Conversation Minutes and Calls by Jurisdiction for Total calls and Complete Calls. The percentage of Total Calls for each Jurisdiction Category.
  - b. Allocation of Session Minutes and Conversation minutes to the State and Interstate Funds.
2. Monthly and Daily report of Answered Calls, General Assistance Calls, Outbound, Complete, Session Minutes and Conversation minutes. (Report B)
  - a. Include the Average Session Minutes per Outbound Call and the Average Conversation Minutes per Outbound Calls for the month.
3. Report of the originating NPA-NXX and community for all calls Daily and Monthly report detailing Roaming Usage including Percentages of total Complete Calls, Session Minutes, and Conversation Minutes. (Report D)
  - a. Include supporting data (total complete, session minutes, and conversation minutes)
  - b. Include Interstate / Intrastate Conversation and Session Minute Allocations.
4. Daily and Monthly Performance report displaying Average Answer Seconds, Percent Answered in 10 Seconds, Average Seconds a call is in Queue and the Percent of all calls in queue longer than 10 seconds. (Report E)
5. Monthly Reporting displaying performance data (Report F)
  - a. Data is sorted by Seconds in Queue with the following categories
    - i. Less than 1 Seconds
    - ii. 1 Seconds
    - iii. 2 Seconds
    - iv. 3 Seconds
    - v. 4 Seconds
    - vi. 5 Seconds
    - vii. 6 Seconds
    - viii. 7 Seconds
    - ix. 8 Seconds
    - x. 9 Seconds
    - xi. 10 Seconds
    - xii. 11 to 20 Seconds
    - xiii. 21 to 30 Seconds
    - xiv. 31 to 40 Seconds
    - xv. 41 to 50 Seconds

- xvi. 51 to 60 Seconds
  - xvii. 61 to 70 Seconds
  - xviii. 71 to 80 Seconds
  - xix. 81 to 90 Seconds
  - xx. Over 90 Seconds
6. Total Number of Valid CapTel phones including:
    - a. Number of phones available for use
    - b. Number of phones activated (at least one call made)
    - c. Number of phones used in the month
  7. CapTel CA Statistics including:
    - a. Average Word Per Minute
    - b. Average rate of accuracy
    - c. Average rate of error
  8. Invoice includes amount of funds reimbursed to the relay provider from the Interstate Relay Fund for Maryland Calls.
  9. Invoice includes total amount invoiced to date for the contract and percent of total contract Invoiced to date.
  10. Graphical representation of all the data is included in the above reports.
  11. Captioned Telephone Outreach Activity Log includes
    - a. Date
    - b. Number of events
    - c. Number of presentations
    - d. Hours Worked
      - i. Event
      - ii. Presentation
      - iii. Cold Call
      - iv. Special Project
      - v. Admin
      - vi. Travel
      - vii. Total hours
    - e. Vacation/PTO
    - f. Comp Time earned
    - g. Activity Description
    - h. Total events by Month and year to date
    - i. Total presentations by month and year to date
    - j. Cumulative total of events and presentations by month and year to date
  12. Captioned Telephone Outreach Progress Log includes:
    - a. Business/Organization

- b. Complete
- c. Date of Initial Contact
- d. Source contact was obtained from
- e. Point of Contact (name, email, phone number required)
- f. Possible event date/time
- g. Possible event type
- h. Target audiences
- i. Product/services to be promoted
- j. Location
- k. Planning notes
- l. Captioned Telephone Customer Service Summary includes
  - i. Total number of contacts by category
  - ii. Total number of monthly calls to customer service
  - iii. Captioned Telephone Customer Service Monthly Inquiry includes
    - 1. Every contact made to customer service, Customer Name (and contact information including address, phone number and email), inquire date, Call taken by, Operator number, Responded by, Response date, Resolution date.



STATE OF MARYLAND

Department of Information Technology

EXAMPLE of the RECEIPT OF DELIVERABLE FORM

Contract: Project No. F50B2400063  
for  
Telecommunications Relay and Captioned Telephone Services

I acknowledge receipt of the following:

Project Name: Telecommunications Relay and Captioned Telephone Services

Title of Deliverable: \_\_\_\_\_

RFP Reference Section Number: \_\_\_\_\_

Deliverable Reference ID Number: \_\_\_\_\_

Name of State Project Manager: \_\_\_\_\_

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date Signed

Name of Contractor's Contract Manager: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Contract Manager Signature

\_\_\_\_\_  
Date Signed

STATE OF MARYLAND  
Department of Information Technology

**EXAMPLE of the ACCEPTANCE OF DELIVERABLE FORM  
FOR**

**Contract: Project No. F50B2400063**  
**Telecommunications Relay and Captioned Telephone Services**

Department Name: Department of Information Technology

Contract Manager: Brenda Kelly-Frey Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

To: Contractor's Contract Manager

The following deliverable, as required by Contract Project No. - \_\_\_\_\_, has been received and reviewed in accordance with the Contract.

Title of deliverable: \_\_\_\_\_

RFP Contract Reference Number: Section No. \_\_\_\_\_

Deliverable Reference ID: Section No. \_\_\_\_\_

This deliverable:

- Is accepted as written.
- Requires changes as indicated below.

REQUIRED CHANGES:

OTHER COMMENTS:

\_\_\_\_\_  
Contract Manager Signature

\_\_\_\_\_  
Date Signed

**6.18 ATTACHMENT L —CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

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E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

State of Maryland  
Comptroller of Maryland

**Vendor Electronic Funds Transfer (EFT) Registration Request Form**

Date of request \_\_\_\_\_

**Business identification information (Address to be used in case of default to check):**

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip code

Business taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, and phone number including area code. (And address if different from above).

\_\_\_\_\_  
\_\_\_\_\_

**Financial institution information:**

Name and address \_\_\_\_\_

\_\_\_\_\_  
Contact name and phone number (include area code)

ABA number

Account number

Account type  Checking  Money Market

**A voided check from the bank account must be attached.**

**Transaction requested:**

1.  Initiate all disbursements via EFT to the above account.
2.  Discontinue disbursements via EFT, effective \_\_\_\_\_
3.  Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

(OVER)

I am authorized by \* \_\_\_\_\_ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
Signature of company treasurer, controller, or chief financial officer and date

**Completed by GAD/STO**

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

\_\_\_\_\_  
To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

**Please submit form to:** EFT Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746

COT/GAD X-10

**Historic Average Monthly Volume -  
Session Minutes for Prior Year**

<b>TRS - Types of calls</b>	<b>Average Monthly Volume - Session Minutes Volume</b>
General Assist	17300
Voice	10800
Text-to-Voice TTY-based TRS	14200
Voice Carry Over (VCO)	4300
Hearing Carry Over (HCO)	400
Speech-to-Speech (STS) Relay	400
Spanish Relay Service	200
2-Line HCO	400
2-Line VCO	0
Abandoned	1000
<b>Total Average Monthly Volume – Session Minutes</b>	<b>49000</b>

Average call duration = 3 Session Minutes