

DTC 09-10



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
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Executive Director

APPROVED

Geoffrey G. Why

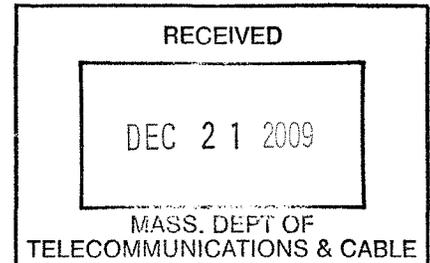
Geoffrey G. Why, DTC Commissioner

Date: 2/25/10

December 17, 2009

VIA ELECTRONIC MAIL AND U.S. MAIL

Ms. Catrice C. Williams,
Secretary and Paralegal Specialist
Massachusetts Department of Telecommunications and Cable
Two South Station
Boston, Massachusetts 02110



RE: Petition of the State 911 Department for approval of Request for Response to Procure Services of Captioned Telephone Relay Service Provider

Dear Ms. Williams:

Pursuant to Massachusetts General Laws ("MGL") chapter 166, Section 15E, as amended by Section 15 of Chapter 223 of the Acts of 2008, and the regulations of the Department of Telecommunications and Cable ("DTC"), at 220 CMR 1.04, the State 911 Department hereby petitions the DTC to approve the release of a Request for Response ("RFR") to procure the services of a captioned telephone relay service provider. A copy of the draft RFR is attached.

BACKGROUND

In accordance with MGL chapter 166, Section 15E, as amended by Section 15 of Chapter 223 of the Acts of 2008, the State 911 Department intends to procure the services of a captioned telephone relay service provider. The State 911 Department currently provides and maintains a specialized customer premises equipment distribution service for qualified Massachusetts subscribers. The State 911 Department also currently administers telecommunications relay service throughout the Commonwealth. The State 911 Department now seeks to contract with a qualified service provider to provide captioned telephone relay service throughout the Commonwealth.

The State 911 Department hopes to have the ability to post this RFR as soon as possible in order that we may have a contractor in place by April 1, 2010. Accordingly, the State 911

Department requests the DTC to review and approve the release of the attached RFR as expeditiously as possible.

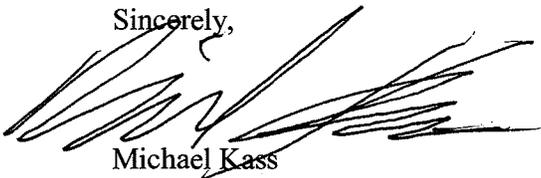
PROPOSED RFR

The draft RFR requests a contractor to provide captioned telephone relay service. The draft RFR does not involve the procurement of equipment. The RFR specifies technical and operational requirements, service standards, reporting, and other requirements.

As noted in MGL chapter 166, Section 15E, as amended by Section 15 of Chapter 223 of the Acts of 2008, procurement of services under this RFR by the State 911 Department will be in consultation with the Massachusetts Commission for the Deaf and Hard of Hearing ("MCDHH"). The specifications of the draft RFR were reviewed and approved by Commissioner Reed of MCDHH prior to this submission.

Please feel free to contact me for further information. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Kass", written over a horizontal line.

Michael Kass
General Counsel

cc (w/enclosures): Michael Isenberg, Director, Competition Division, DTC
Frank Pozniak, Executive Director, State 911 Department
Heidi Reed, Commissioner, MCDHH

APPROVED

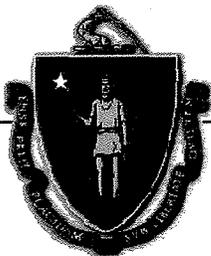
Geoffrey G. Why
Geoffrey G. Why, DTC Commissioner

Date: 2/25/10

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY

STATE 911 DEPARTMENT

1380 Bay Street, Taunton, MA 02780



**CAPTIONED TELEPHONE RELAY
SERVICE PROVIDER**

Request for Response

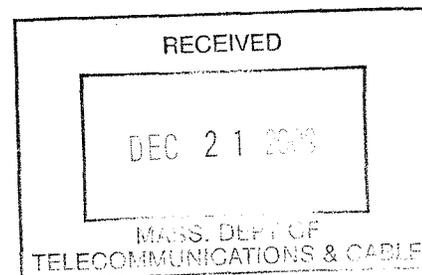
STATE 911 10-003

Issued: January 29, 2010

**THIS PROCUREMENT IS COVERED UNDER THE WORLD TRADE
ORGANIZATION/GOVERNMENT PROCUREMENT AGREEMENT (WTO/GPA)**

POINT OF CONTACT:

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CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

TABLE OF CONTENTS

SECTION 1-	DEFINITIONS
SECTION 2-	DESCRIPTION OR PURPOSE OF THIS PROCUREMENT
SECTION 3-	ACQUISITION METHOD TO BE USED FOR THIS CONTRACT
SECTION 4-	REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS
SECTION 5-	USE OF THIS PROCUREMENT BY SINGLE OR MULTIPLE DEPARTMENTS
SECTION 6-	ANTICIPATED DURATION OF CONTRACT
SECTION 7-	ANTICIPATED EXPENDITURES AND COMPENSATION STRUCTURES
SECTION 8-	PERFORMANCE AND CONTRACT SPECIFICATIONS
8.1-	SCOPE OF SERVICES
8.1.1-	FACILITIES AND EQUIPMENT
8.1.2-	TECHNICAL AND OPERATIONAL REQUIREMENTS
8.1.3-	USER RATES AND BILLING
8.1.4-	SERVICE STANDARDS
8.1.5-	TRAFFIC STANDARDS
8.1.6-	COMMUNICATION ASSISTANT STANDARDS AND TRAINING
8.1.7-	CONFIDENTIALITY
8.1.8-	USER PROFILE DATABASE
8.1.9-	SERVICE SUPPORT STANDARDS
8.1.10-	REPORTS
8.1.11-	CONSUMER COMPLAINTS
8.1.12-	EDUCATION AND OUTREACH
8.1.13-	ANNUAL SURVEY
8.1.14-	DISASTER RECOVERY, CONTINUITY OF OPERATIONS, AND PANDEMIC PREPAREDNESS PLANS
8.1.15-	FRAUD PREVENTION AND DETECTION
8.1.16-	TRANSITION ASSISTANCE
8.1.17-	INTELLECTUAL PROPERTY RIGHTS
SECTION 9-	PROVIDER QUALIFICATIONS
SECTION 10-	CONTRACTOR PERFORMANCE REQUIREMENTS AND MEASURES
SECTION 11-	INVOICING AND PAYMENT
SECTION 12-	INSTRUCTIONS FOR SUBMISSION OF RESPONSES
SECTION 13-	RESPONSE EVALUATION CRITERIA
SECTION 14-	DEADLINE FOR RESPONSES AND PROCUREMENT CALENDAR
SECTION 15-	RFR REQUIRED DOCUMENTS
ATTACHMENT A- RFR- REQUIRED SPECIFICATIONS	
ATTACHMENT B- COST TABLE	

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

SECTION 1- DEFINITIONS

The following words and phrases used in this RFR shall have the following meaning, unless the context requires otherwise.

Abandoned call: an incoming call that reaches the telecommunications relay service, but that is not answered by a communications assistant.

Call billing record: record of CTRS captioned telephone calls that the service provider utilizes for user billing.

Captioned telephone: an amplified telecommunications device with a text display that permits the user to both listen to what is said over the telephone and simultaneously read captions of what the other person is saying, thereby allowing a hard of hearing person to utilize captioned telephone relay service.

Captioned telephone relay service or CTRS: an enhanced voice carry over telecommunications relay service, a system which uses third party intervention to connect persons with a hearing disability but with some residual hearing, to engage in communication, by wire or radio, with a hearing individual in a manner that is functionally equivalent to the ability of an individual, who does not have a hearing disability, to communicate using voice communication services, by wire or radio. CTRS is an enhanced voice carry over telecommunications relay service that allows the voice of one party to be converted to text for display on a captioned telephone.

Captioned telephone user: a person who uses a captioned telephone and calls through the captioned telephone relay service.

Certified subscriber: a residential subscriber who is: (i) certified by the Massachusetts commission on the deaf and hard of hearing as sufficiently deaf or hard of hearing to be in need of specialized customer premises equipment; (ii) certified by the Massachusetts commission for the blind as sufficiently visually impaired to be in need of specialized customer premises equipment; or (iii) certified by the Massachusetts rehabilitation commission as otherwise sufficiently disabled to be in need of specialized customer premises equipment.

Commonwealth: the Commonwealth of Massachusetts.

Communications assistant or CA: a person who transliterates, or interprets, conversation between two or more end users of CTRS.

Communication services: (a) the transmission, conveyance, or routing of real-time, two-way voice communications to a point or between or among points by or through any electronic, radio, satellite, cable, optical, microwave, wireline, wireless, or other medium or method, regardless of the protocol used; (b) the ability to provide two-way voice communication on the public switched network; (c) wireless enhanced 911 service; (d) wireline enhanced 911 service; (e) interconnected VoIP Provider service, as defined by Federal Communication Commission

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

regulations; (f) IP-enabled service, as defined in section 18A of chapter 6A of the Massachusetts General Laws; and (g) prepaid wireless service.

Conversation minute: the time measured from the time the calling party is connected to the called party or to an answering machine at the called party's number and relay is able to be conducted between the calling and called parties. Conversation minutes shall not include time in queue, call is ringing, waiting for a live answer, set-up of the inbound call by CTRS, call wrap-up, time spent informing the captioned telephone user of the call progress, or calls that reach numbers that are busy or receive no answer or receive intercept messages for the called number. The CTRS conversation minutes end when either party disconnects from the call. The conversation minutes shall be measured to the nearest second, and when the time for such calls is expressed in decimal form, the time shall be rounded to the nearest tenth of a minute.

Deaf: a severe to profound hearing loss resulting in the majority of circumstances, in an inability to effectively use a conventional telephone without the assistance of a text telephone or other nonvoice terminal device.

Disability: a physical, cognitive, sensory or mental impairment that substantially limits one (1) or more major activities such as caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning or working, and results in an inability to use a telephone without the assistance of specialized telephone equipment.

Enhanced voice carry over: a relay service that combines the functionality of a captioned telephone device with simultaneous captioning of the called party's conversation through the CTRS.

Equipment Serial Number or ESN: the serial number of the captioned telephone.

FCC: the Federal Communications Commission.

Hard of hearing: a hearing loss resulting, in the majority of circumstances, in an inability to effectively use a telephone without the assistance of a sound amplification control or a telephone without the use of a hearing aid and a hearing aid compatible handset.

Interexchange carrier or IXC: a telephone company that provides service between local exchange carriers.

Local access and transport area or LATA: the geographical areas in which a local telephone company offers telecommunications services.

Local exchange service: telephone exchange lines or channels that provide local access from the premises of a subscriber in the Commonwealth to the local telecommunications network to effect the transfer of information.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Massachusetts Equipment Distribution Program or MassEDP: the program administered by the State 911 Department that allows for the distribution, repair, and replacement of specialized customer premises equipment units for certified subscribers throughout the Commonwealth.

Massachusetts Telecommunications Relay Service or MassRelay: the program administered by the State 911 Department that allows for telecommunications relay service throughout the Commonwealth.

Non-captioned telephone user: a person who uses a telephone other than a captioned telephone.

One-line captioned telephone: a captioned telephone device that automatically and directly connects to the captioned telephone relay service that provides captions.

Public Safety Answering Point or PSAP: a facility assigned the responsibility of receiving 911 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 911 calls to other public or private safety agencies or other PSAPs.

Request for Response or RFR: the mechanism used to communicate procurement specifications and to request responses from interested bidders.

Response: a response from a bidder to the Request for Response.

Residential subscriber: a subscriber who resides in Massachusetts and who has access to residential telephone service provided by a local telephone contractor.

Service provider: the bidder that has been selected and has contracted with the State 911 Department to provide the services under this RFR.

Specialized customer premises equipment or SCPE: specialized customer premises equipment, such as artificial larynxes, signaling devices, amplified handset, hands-free telephones, text telephones, memory telephones, direct telephone dialing device, Braille text telephones, captioned telephone, and other devices which provide access to telephone networks for people with a hearing, speech, vision, mobility or cognitive disability.

Subscriber: a person who uses communication services.

Telecommunications relay service or TRS: a telephone transmission service that provides an individual with a hearing or speech disability the ability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. TRS includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, speech-to-speech services, and non-English relay services. TRS includes captioned telephone relay service.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Telephone company: a person, firm, corporation, association, joint stock association, or company, as defined in chapter 159 of the Massachusetts General Laws, furnishing or rendering local telephone exchange service.

Transliterate: to convey or re-voice spoken words.

True caller id: caller identification information sent to the called party based on the telephone number of the captioned telephone user, as provided by the captioned telephone user's telephone company, and not the telephone number of the relay center.

Two-line captioned telephone: a captioned telephone device that uses two telephone lines that allows the user the ability to connect to the captioned telephone relay service providing captions on incoming calls where the caller did not dial the 800 number for the captioned telephone relay service.

Uninterruptible power supply or UPS: a system designed to provide power, without delay or transients, during a period when the normal power supply is incapable of performing acceptably.

VoIP or voice over internet protocol: a type of IP-enabled service that allows for the two-way real time transmission of voice communications and has access to the public switched network.

Voice carry over service, or VCO: a form of TRS other than CTRS with which a person with a hearing disability is able to speak directly to the other end users when a third party types the response back to the person with the hearing disability and the third party does not voice the conversation. Two-line VCO is a VCO service that allows TRS users to use one telephone line for voicing and the other for receiving TTY messages.

Words per minute: the speed with which the CTRS user receives text.

SECTION 2- DESCRIPTION OR PURPOSE OF THIS PROCUREMENT

The State 911 Department is responsible for coordinating and administering enhanced 911 service throughout Massachusetts to ensure a consistent statewide approach for enhanced 911 service. The State 911 Department provides and maintains a specialized customer premises equipment distribution service for qualified Massachusetts subscribers. The State 911 Department also administers telecommunications relay service throughout the Commonwealth. The State 911 Department seeks to contract with a qualified service provider to provide captioned telephone relay service throughout the Commonwealth. Captioned telephone relay service is a form of telecommunications relay service that provides persons with a hearing disability access to telecommunications services through captioning in a manner that is functionally equivalent to voice to voice communications.

SECTION 3- ACQUISITION METHOD TO BE USED FOR THIS CONTRACT

The acquisition method will be Fee for Service.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

SECTION 4- REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS

The State 911 Department plans to award a single contract to a single contractor.

SECTION 5- USE OF THIS PROCUREMENT BY SINGLE OR MULTIPLE DEPARTMENTS

This will be a Single Department Procurement. The contract will be available for use by the State 911 Department only.

SECTION 6- ANTICIPATED DURATION OF CONTRACT

The total anticipated duration of the contract is up to thirty-nine (39) months. The contract period will run from the contract effective date through June 30, 2013. The contract effective date is anticipated to be April 1, 2010. The contract shall terminate no later than June 30, 2013.

SECTION 7- ANTICIPATED EXPENDITURES AND COMPENSATION STRUCTURES

This contract will be a rate contract.

All conversation minute rates shall become fixed for the term of the contract. Rates on public education and outreach activities requested by the State 911 Department shall be negotiated by the parties.

This contract will not be funded with federal funds.

SECTION 8- PERFORMANCE AND CONTRACT SPECIFICATIONS

8.1 Scope of Services

The State 911 Department is seeking a contractor to provide full-service, confidential, statewide captioned telephone relay service, or CTRS. CTRS is an enhanced voice carry over service that allows the voice of one party to be converted to text for display on compatible captioned telephones. The Communications Assistant or CA re-voices the spoken words into a system that converts the CA's speech into text, which is then delivered to the display of the captioned telephone. The captions supplement what the captioned telephone user is able to hear. The user speaks directly to and is heard by the other party.

Captioned telephone or other equipment is not included in this RFR and will not be purchased under the contract that is awarded as a result of this RFR.

The specifications set forth in this RFR will form the basis for and be incorporated into the contract that will be executed with the winning bidder, and, therefore, the failure of a bidder to state in its response its inability to meet the specifications set forth in this RFR shall be deemed to constitute the acknowledgment of the ability of the bidder to comply with the specifications set forth in this RFR.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

The order of precedence shall be as follows: Commonwealth Terms and Conditions, Standard Contract Form, the RFR, and the bidder's response to the RFR.

The service provider shall be responsible for seeking reimbursement for the processing of inter-state and international calls from the FCC appointed fund administrator. The State 911 Department will not be responsible for any costs or charges associated with such calls.

The service provider shall, in the performance of all services provided by the service provider, comply with all federal, state, and local laws, regulations, rules, guidelines, standards, and orders in effect at the time of the issuance of this RFR or promulgated, issued, or amended from time to time throughout the term of the contract, including without limitation, the provisions of the Americans with Disabilities Act and the FCC mandatory minimum standards for captioned telephone relay service, all of which are incorporated herein by reference.

Although Massachusetts call volumes for captioned telephone relay service do not exist, the following represents the total number of conversation minutes for the twelve month period beginning July 1, 2008 through June 30, 2009 for voice carry over calls processed through MassRelay: 370,006.

8.1.1 Facilities and Equipment

The service provider shall furnish all necessary facilities, equipment and software to provide the services under the contract with the service provider and shall operate the CTRS in a manner sufficient to meet or exceed all applicable legal standards.

The CTRS system shall be capable of receiving and processing for billing purposes the area code and telephone number that appears on the operator console showing where the caller is calling from.

The service provider shall have the capability to adapt to improvements in captioned telephone technology and shall have the ability to implement state-of-the-art technology in providing service.

The service provider shall support changes in call volumes and unexpected surges in traffic, including without limitation, long-term increases in call volume and short-term "spikes" of increased calls. The service provider shall implement changes to accommodate projected call volume increase levels that will be necessary to maintain service standards and handle projected call volumes for the duration of the contract. The service provider shall maintain, and shall provide to the State 911 Department, a staffing plan that is designed to support call volumes.

8.1.2 Technical and Operational Requirements

The service provider shall provide CTRS on a twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year basis.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

The service provider shall design the CTRS to provide CTRS users with network access that is functionally equivalent to that available to persons without communication impairments.

The service provider shall accommodate both one-line CTRS and two-line CTRS. There shall be no difference in the price charged by the service provider for one-line captioned telephone CTRS and two-line captioned telephone CTRS.

The service provider shall provide access to CTRS for captioned telephone users so that CTRS users can access CTRS directly without the need to call a toll-free number. The service provider shall provide access to CTRS for non-captioned telephone users via a toll-free number(s).

All transmission circuits shall meet or exceed all applicable federal and state performance standards for signal loss and noise.

The service provider shall encourage interexchange carriers to interconnect with the CTRS system.

The service provider shall maintain and provide to the State 911 Department upon request a logical diagram of the overall network design indicating the quantities and types of inbound and outbound circuits necessary to complete the projected number of calls within each geographical region.

The Commonwealth will pay solely for calls for Massachusetts residents when at least one leg of the call is in the Commonwealth.

The service provider shall develop and define a method that fairly allocates undetermined minutes for calls where the jurisdiction cannot be determined. The service provider shall provide detailed support for the allocation method in reports to the State 911 Department, including without limitation, who is billed, how often this occurs, and how and why the service provider's method fairly allocates these costs.

8.1.3 User Rates and Billing

A. User Rates

There shall be no charge to CTRS users for using the captioned telephone relay service.

Applicable long distance rates apply for CTRS long distance calls, but those rates may be no greater than what the CTRS user would otherwise pay if not using the CTRS. CTRS users shall pay rates no greater than the rates paid for functionally equivalent voice communications services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

B. Access to Carrier of Choice

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

The service provider shall provide access to the CTRS user's carrier of choice to the same extent that such access is provided to non-captioned telephone users in the Commonwealth. The service provider shall provide call billing record information, as set forth below in section C. Call Billing Record, to the long distance carrier so that the long distance carrier can bill the CTRS user. The service provider shall inform CTRS users of the need to designate a long distance carrier for long distance CTRS calls and the consequences of not making such a designation.

CTRS users who have not selected a carrier of choice for their long distance telephone calls may not be charged more than they would pay for a call not processed through CTRS. If the long distance charges default to a carrier other than the CTRS user's chosen long distance carrier, or if the CTRS user has not selected an IXC, the service provider shall ensure that the CTRS user is not charged any rate higher than the service provider's lowest subscriber rate. No casual user fees may be assessed to the CTRS user.

The service provider shall maintain written procedures for the handling of default carrier calls.

C. Call Billing Record

The service provider shall identify and document long distance and toll calls for billing purposes. The call billing record shall be functionally equivalent to that of non-captioned telephone service and shall contain, at a minimum, the following information:

- Originating telephone number (NPA-NXX-XXXX);
- Telephone number or calling or credit card number to be billed (NPA-NXX-XXXX);
- Terminating telephone number (NPA-NXX-XXXX);
- Date;
- Start time (when the calling party is initially connected to the called party, to an answering machine at the called party's number, or to a recorded message or intercept for the called number);
- End time (when either the called party or the calling party hangs up); and
- Call time to the full second (the time in between call start time and end time).

The service provider shall ensure that complete call billing record information is transmitted to the CTRS user's telephone service provider for billing to the CTRS user.

D. Billing Practices

The service provider shall clearly identify all charges for collect calls, person-to-person calls, and calls charged to a third party.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

The service provider shall bill the CTRS user within sixty (60) days of the calling date.

8.1.4 Service Standards

The CTRS service center shall be located in the United States and shall meet the following service reliability standards:

A. Uninterruptible Power Supply

The service provider shall have a UPS that supplies power for a minimum of eight (8) hours. At a minimum, the uninterruptible power supply shall support the switch system and its peripherals, switch room environments (air conditioning, fire suppression system, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and call billing records. The service provider shall develop, and provide to the State 911 Department upon request, contingency plans for power outages extending beyond the minimum required eight (8) hour time period described above.

B. Switching System

The service provider shall configure the CTRS system network with a redundant call processing unit on "hot stand-by" to ensure that no calls are dropped due to processor failure. The service provider shall maintain on-line system monitoring, real-time programming capabilities that will not take the system off line, the capability to perform preventive maintenance without taking the system off line, and an inventory of spare critical components maintained on-site.

C. Intercept Messages

The service provider shall provide appropriate intercept messages if a system failure occurs within the relay switch or network. Both voice and CTRS messages shall be provided. Minutes of use attributed to accessing these messages shall not be included in billable minutes.

D. Alternate Facilities

The service provider shall, in case of a failure of any or all of the CTRS, provide alternate circuits, equipment, and staff, in order to continue to provide CTRS until suitable repairs or replacements can be made. The service provider shall maintain alternative facilities and shall maintain written documentation of the parameters under which Massachusetts CTRS calls may be temporarily rerouted, whether such rerouting will be a manual or automatic operation, how long it will take, whether any calls may be dropped during rerouting, and what messages, if any, will be transmitted to CTRS users if alternate facilities are used.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Full traffic reporting shall be maintained during use of alternate facilities.

8.1.5 Traffic Standards

The service provider shall monitor and manage the CTRS system so that it is always appropriately staffed and equipped to meet the following traffic standards.

Usage

The service provider shall provide captioned telephone relay service on a twenty four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year basis.

The service provider shall not place any restrictions on the length or number of calls placed by users through the CTRS center.

Types of Service

The service provider shall provide English to English and Spanish to Spanish CTRS. All requirements for processing calls and CA training also apply to Spanish CTRS.

The service provider shall allow the CTRS user to access the following services:

A. Intrastate Calling

- Local calls;
- Intra-LATA toll calls;
- Intra-LATA interstate calls which, if the CTRS center were not used, would be considered local calls (whether they originate within the Commonwealth or outside the Commonwealth); and
- Inter-LATA calls that originate and terminate in Massachusetts.

B. Interstate Calling

The service provider shall allow the user to interconnect fully with the interstate system.

C. International Calling

The service provider shall allow the user to interconnect fully with the system that provides international calling.

D. Access to Regionally Restricted Numbers

The service provider shall provide a means of reaching regionally restricted 800 or other toll-free prefix numbers and the business offices of local exchange companies that have

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

special prefixes that would be accessible to a non-captioned telephone user in that user's calling area.

E. Access to Directory Assistance Services

The service provider shall allow CTRS users to access local, intrastate, and interstate directory assistance.

F. Access to Local Exchange Company Non-Basic Services

The service provider shall provide access that enables the CTRS user to use local exchange non-basic services, including but not limited to, the following:

- True caller ID;
- Three way calling;
- Call forwarding;
- Call blocking;
- Automatic callback;
- Speed dialing;
- Voice mail retrieval; and
- Call release.

G. Directory Listings

The service provider shall ensure that each directory in Massachusetts contains telephone numbers for CTRS.

H. Access to Audiotext, Interactive Voice Response Units, and Answering Machines

The service provider shall capture any and all types of verbal communications to allow them to be accurately received and transmitted by the CA. The service provider shall provide access to answering machine and voice mail message retrieval systems.

I. No Recorded Message at Relay Center

Recorded messages shall not be used at the CTRS center, except for a brief recorded message at the start of a CTRS call and appropriate recorded messages in case of system failure. A continuous ringing or busy signal should be used instead of a recorded message. The text of the brief recorded message for the start of the CTRS call shall be approved in advance by the State 911 Department.

Speed of Answer

The service provider shall maintain an average speed of answer of 9.9 seconds or less for 85% of the calls on a daily basis. The service provider shall provide sufficient call center capacity such that abandoned or lost calls do not exceed 2% of total call volume. Two-line captioned telephone

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

calls and one-line captioned telephone calls shall be measured separately unless they are in the same queue.

Speed of answer shall be measured by sampling the answer time at a minimum of every thirty (30) minutes and shall be evaluated on a daily basis.

Daily answer times shall not exceed 9.9 seconds more than five (5) individual days per month.

No call to the CTRS may be answered by a recorded message, for voice or captioned telephone calls, except for the brief message provided at the start of a CTRS call. No call to the CTRS may be put on hold or in queue. Only a continuous ringing or busy signal may be used.

Blockage Rate

The average daily blockage rate for all calls placed to the CTRS center shall be no greater than 1 out of 100 calls.

The service provider shall measure the blockage rate by sampling the number of calls being blocked at a minimum of every thirty (30) minutes during CTRS operation.

8.1.6 Communication Assistant Standards and Training

Communications Assistant Standards

The service provider shall ensure that the CAs meet or exceed the following minimum standards:

- A. CAs shall possess basic skills in reading, speaking and writing English and/or Spanish;
- B. CAs shall be trained to transliterate the words spoken by the hearing party without intervening in the communications. CAs are permitted to provide background noise identification;
- C. CAs shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential;
- D. CAs shall not limit the length of a call and the CA shall stay with the call for a minimum of ten (10) minutes when processing a call;
- E. CAs shall have the requisite experience, expertise, skills, knowledge, training and education to perform CTRS services in a professional manner; and
- F. CAs shall meet the minimum qualifications required by the FCC of CTRS.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Communication Assistant Call Handling Procedures

The service provider shall maintain Communication Assistant procedures that address the following:

- A. Compliance with 47 C.F.R. § 64.604;
- B. Procedures for handling a change of CA; and
- C. The CA's role in facilitating use of voice processing systems such as voice mail, answering machines, and automated voice response systems.

Communications Assistant Training and Testing

The service provider shall maintain and provide to the State 911 Department a written training manual that addresses, at a minimum, the requirements set forth in Section 8.1.6.

The service provider shall conduct training of all CAs. CAs shall be sufficiently trained to effectively meet the specialized communication needs of persons with hearing and speech disabilities. At the request of the State 911 Department, the service provider shall remove any and all CAs identified by the State 911 Department for reasons including, but not limited to, lack of or inadequate training or performance issues, from performing services under the contract.

The service provider shall maintain documents and records to allow the State 911 Department to verify and analyze training and test proficiency results.

The service provider shall conduct testing of CA applicants and/or trainees on the qualifications set forth in Section 8.1.6 before permitting the CA applicant and/or trainee to handle live CTRS calls. The service provider shall conduct ongoing training of CAs for the duration of the employment as the CA.

Proficiency testing of each CA shall be based on an auditory test that reflects a conversational rate of speaking and correcting text with results being a minimum average of 125 words-per-minute.

Accuracy is the percentage of error subtracted from 100% of text received. The CA shall demonstrate and maintain an average accuracy rate of 98% during proficiency testing. Errors are any words that change the context of the sentence, including missing words or sentences.

Disclosure of CA Participation in CTRS Conversations

The service provider shall implement a written procedure to provide written disclosure of the CA participation to each CTRS user for each CTRS conversation. The written disclosure shall be transmitted in a manner that may be easily read and understood. The content of the written disclosure is subject to the prior approval of the State 911 Department. The service provider shall adopt additional disclosures as required by Massachusetts law.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

8.1.7 Confidentiality

The service provider shall comply with the confidentiality requirements of applicable federal and/or state law and/or regulations, including without limitation, the requirements of 47 C.F.R. § 64.604(a)(2)(i).

The service provider shall collect only that personal information necessary to provide and bill for the CTRS service being rendered. This information shall not be used for any other purposes.

Except as permitted by law, CAs are prohibited from disclosing the content of any relayed conversation regardless of content and from keeping records of the content of any conversation. CAs are prohibited from intentionally altering a relayed conversation.

8.1.8 User Profile Database

The service provider shall establish and maintain a CTRS user profile database of call setup and handling preferences of Massachusetts CTRS users and called parties.

The service provider shall utilize the user profile database for all calls, querying the database for each inbound and outbound call and automatically providing the CA the information related to the inbound and outbound numbers.

The service provider shall be able to query the customer profile database by user name, if available, as well as by telephone number.

The service provider shall not require the CTRS user to provide any data, except name, telephone number, one other field, and a user password.

The user profile database shall contain, at a minimum, the following fields:

- User's primary telephone number, including area code;
- User's first and last names;
- User password;
- Preferred long-distance carrier for inter-LATA, interstate, and international calls;
- Preferred long-distance carrier for intrastate calls;
- Call blocking of outbound pay-per-use and toll-free number calls (900, 976, 800, etc) per type and/or up to five specific blocked numbers per type;
- Caller ID blocking of the caller's number; and
- Language (English or Spanish).

8.1.9 Service Support Standards

The service provider shall designate an Account Manager assigned to meet the State 911 Department's needs under the contract. The Account Manager shall be responsible for oversight and management of contract performance and shall act as the primary contact person for receipt

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

of notice and other communications under the contract, including but not limited to, timely reports and written responses and attendance at meetings as required by the State 911 Department. The Account Manager shall not be changed without the prior written approval of the State 911 Department.

The Account Manager and appropriate representative(s) of the service provider shall be available to participate in weekly telephone conference calls with the State 911 Department, and the Account Manager and appropriate representative(s) of the service provider shall be present at the quarterly meetings of the Massachusetts policy advisory committee on accessibility to communication services for disabled persons.

The service provider shall provide the following customer support services for all services provided under the contract:

Access to captioned telephone relay service for non-captioned telephone users shall be made available through toll-free numbers:

XXX-XXX-XXXX (Captioned Telephone)

XXX-XXX-XXX (Spanish Captioned Telephone) and

such additional toll-free numbers as may be identified by the State 911 Department, which additional toll-free numbers as may be identified by the State 911 Department to be the sole property of the Commonwealth of Massachusetts.

The service provider shall provide toll-free numbers for customer service support for CTRS users.

XXX-XXX-XXXX (Customer Service English)

XXX-XXX-XXXX (Customer Service Spanish).

The customer support services shall include, without limitation, technical support, information on how to place CTRS calls, error resolution, and troubleshooting.

8.1.10 Reports

Monthly Reports

The service provider shall provide to the State 911 Department the following monthly reports in paper and/or electronic copy on or before the 15th day following the close of billing each month. Each report shall display the source of the data (i.e., Automatic Call Distributor or Billing Data Record).

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

1. The type of call (one-line, two-line).
2. Total daily and monthly:
 - Number of incoming calls;
 - Number of outgoing calls (including busy, no answer, disconnected);
 - Number of completed calls;
 - Number of abandoned calls;
 - Conversation minutes; and
 - Session minutes.
3. Average daily and monthly blockage rate.
4. Average daily and monthly answer time, and the range of answer times for the month.
5. Average daily and monthly number of calls in queue (caller is receiving a ringing signal while waiting to be answered by a CA), and the average length of time in queue.
6. Average daily and monthly length of call (reported to the nearest full second), bookend down into call set-up, call duration, and call wrap-up.
7. Total daily and monthly number of calls of the following lengths:
 - >5 minutes;
 - 5+ to 10 minutes;
 - 10+ to 20 minutes;
 - 20+ to 30 minutes;
 - 30+ to 40 minutes;
 - 40+ to 50 minutes;
 - 50+ to 60 minutes; and
 - 60+ minutes.
8. Number of local, intra-LATA toll, intrastate inter-LATA, interstate intra-LATA, interstate, and international calls for the month.
9. Number of calls received by the service provider's customer service center.
10. Toll-free calls, e.g. 800 numbers.
11. Directory assistance calls.
12. Usage patterns (number of calls and average length of calls by one hour increment) by hour of day and day of week.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

13. Unusual usage patterns that would indicate a user is no longer a resident of the Commonwealth.
14. Number of CAs on duty by hour of day and day of week.
15. Number of calls originated by CTRS users, voice users, and Spanish users, and the average length of call for each type of call for the month.
16. Call billing records by one-line and two-line captioned telephone devices.
17. Unusual usage pattern suggesting that a captioned telephone is not being used by a Massachusetts resident.
18. Number of emergency calls referred to emergency services and the number and nature of the emergency by hour of day and day of week.
19. Complaint summary reports:
 - Date of complaint;
 - Nature of the complaint;
 - Date of resolution; and
 - Resolution.

Annual Reports

The service provider shall provide to the State 911 Department the following annual reports in paper and/or electronic copy. Each report shall display the source of the data (i.e., Automatic Call Distributor or Billing Data Record).

20. Narrative complaint report that will be consolidated and used by the State 911 Department for filing annually with the FCC. This report shall be in the format required by the FCC and shall be provided to the State 911 Department at least fifteen (15) business days prior to the FCC filing deadline.
21. Annual report summarizing operations for with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance and traffic projections for future year. The annual report shall be due within forty five (45) days of the end of each calendar year.

Additional Reports

The service provider shall, at the request of the State 911 Department, provide up to ten (10) additional reports over and above the monthly and annual reports specified above at no additional charge to the State 911 Department.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

8.1.11 Consumer Complaints

The service provider shall maintain a log of all consumer complaints regarding captioned telephone service in the Commonwealth that shall include, at a minimum, the date of the complaint, the nature of the complaint, the date of resolution, and an explanation of the resolution. The service provider shall promptly provide the State 911 Department with the consumer complaint log upon request. Copies of complaints shall be submitted to the State 911 Department on a monthly basis. The service provider shall submit a summary of the complaint log to the State 911 Department for filing with the FCC as required by law.

The service provider shall have written procedures that address the process for a CTRS user to reach a supervisor or administrator while still on line during a CTRS call.

The service provider shall provide on its website and in approved educational and outreach materials information on consumer complaint filing procedures sufficient for users to know the proper procedures for filing complaints with the service provider and information on filing complaints with the Commonwealth. Such information, which shall include a link to the State 911 Department's website, is subject to the prior approval of the State 911 Department.

8.1.12 Education and Outreach

The service provider may conduct ongoing education and outreach programs that publicize the availability of CTRS with the prior written approval of the State 911 Department. Such programs, subject to the prior written approval of the State 911 Department, shall be statewide in nature and shall be in accessible format and may also include information on best use of the captioned telephone equipment.

In addition, the service provider shall, upon the request of the State 911 Department, conduct education and outreach activities designed to publicize the availability and educate consumers on CTRS, with the price for such activities to be negotiated by the parties.

8.1.13 Annual Survey

The service provider shall conduct an annual survey of CTRS users. The service provider shall develop the survey in consultation with the State 911 Department. The survey shall be approved by the State 911 Department prior to release. The results of the survey shall be provided to the State 911 Department in full and summary format and in paper and electronic format. The annual survey is the property of State 911 Department consistent with the provision set forth in Section 8.1.17.

8.1.14 Disaster Recovery, Continuity of Operations, and Pandemic Preparedness Plans

The service provider shall have written plans for disaster recovery, continuity of operations, and pandemic preparedness so as to provide continuity of service. The plans shall be reviewed and

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

updated as necessary to accommodate changes, communicated within the service provider's organization, and shall be properly safeguarded. The service provider shall provide a copy of such plans to the State 911 Department upon request.

8.1.15 Fraud Prevention and Detection

The service provider shall have a fraud prevention and detection program, including written fraud prevention and detection procedures and plans designed to detect and prevent the fraudulent use of captioned telephone relay service. The service provider shall provide a copy of such plans to the State 911 Department upon request.

8.1.16 Transition Assistance

At the termination or expiration of this contract, at the request of the State 911 Department, the service provider shall promptly take all action and do all things necessary to accomplish a transition of CTRS to a new service provider, including without limitation, the transfer of call setup and handling preferences of Massachusetts CTRS users and called parties contained in the user profile database.

8.1.17 Intellectual Property Rights

The intellectual property required by the service provider to provide the services required in this RFR, or the Property, may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, and other works of authorship fixed in any tangible medium.

Source of Property

The delivery of services under this RFR will involve intellectual property derived from four different sources: (1) third party software vendors; (2) that developed by the service provider for the open market; (3) that developed by the service provider for other individual clients, or for internal purposes prior to the effective date of the contract entered by the service provider under this RFR and not delivered to any other client of the service providers; and (4) that developed by the service provider specifically for the purposes of fulfilling its obligations to the State 911 Department under the terms of this RFR. Ownership of the first and second categories of intellectual property will be addressed in separate agreements between the State 911 Department and the owners and resellers of such property. This section of the RFR addresses exclusively ownership rights in the third and fourth categories of intellectual property.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Service Provider Property and License

The service provider will retain all right, title and interest in and to all Property developed by it, i) for clients other than the Commonwealth, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by service provider in connection with such work (hereinafter the "Service Provider Property"). The State 911 Department acknowledges that its possession, installation or use of Service Provider Property will not transfer to it any title to such property.

The State 911 Department acknowledges that the Service Provider Property contains or constitutes commercially valuable and proprietary trade secrets of the service provider, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. The State 911 Department acknowledges that the Service Provider Property is being disclosed to the State 911 Department to be used only as expressly permitted under the terms of the license described in this RFR and any agreement entered with the service provider hereunder. The State 911 Department will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth's Public Records Law, Massachusetts General Laws c. 66, § 10, or by legal process, will promptly notify the service provider of the imminent disclosure so that service provider can take steps to defend itself against such disclosure.

Except as expressly authorized in this RFR or any agreement entered hereunder, the State 911 Department will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble the Service Provider Property.

The service provider grants to the State 911 Department a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit and create derivative works based upon the Service Provider Property, in any media now known or hereafter known, but only to the extent reasonably necessary for the State 911 Department's exploitation of the deliverables to be developed. The service provider will provide to the State 911 Department the most current copies of any Service Provider Property to which the State 911 Department has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the State 911 Department's use of the Service Provider Property under the license created herein, the service provider shall have all the rights and incidents of ownership with respect to the Service Provider Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

Commonwealth Property

In conformance with the Commonwealth's Standard Terms and Conditions, on the date on which the State 911 Department reimburses the service provider for a deliverable accepted by the State 911 Department under the terms of this RFR and any agreement entered hereunder, all of the service provider's right, title and interest in all Property developed by service provider under the terms of this RFR and any agreement entered hereunder solely for purposes of creating the deliverables described in such agreements shall pass to and vest in the Commonwealth, including

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

all copyright, patent, trade secret, trademark and other intellectual property rights created by the service provider in connection with such work and any causes of action relating to or based upon such work (hereinafter the "Commonwealth Property"). The service provider hereby assigns to the Commonwealth, as of the date on which the State 911 Department reimburses the service provider for such deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property related to such deliverable and all derivative works thereof. The service provider also agrees to execute all documents and take all actions that may be necessary to confirm such rights, including providing any code used exclusively to develop such deliverables for the State 911 Department and the documentation for such code. The service provider acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that the service provider specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

The service provider shall take such actions as may be reasonably requested by the State 911 Department to evidence the transfer of ownership of or license to intellectual property rights described in this section.

Clearances

The service provider shall represent and warrant to the State 911 Department that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the deliverables to be developed.

Third-party Intellectual Property

If the deliverables contain or will contain any third-party intellectual property to which the service provider intends to provide a sublicense, the service provider must provide copies of all such sublicense agreements as early in the process as possible. The sublicense agreements must be included in the service provider's initial quotation to the State 911 Department, or, if the requirement to utilize sublicensed intellectual property is not known at the outset of the project, as soon as the requirement becomes known.

Intellectual Property Agreement for Service Provider's Employees, Contractors, and Agents

The service provider shall ensure that all service provider personnel providing services under any agreement entered under this RFR that will result in the creation of Commonwealth Property, regardless of whether they are the service provider's employees, contractors, or agents, shall, prior to rendering any services under any agreement entered under this RFR, sign the Intellectual Property Agreement for Vendor's Employees, Contractors and Agents and return signed copies of the same to the State 911 Department prior to the delivery of such services under such agreement.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

SECTION 9- BIDDER QUALIFICATIONS

Bidder responses must provide the following:

- A profile of its operations, qualifications and the organization capabilities;
- A detailed description of the bidder's experience relevant to the RFR performance requirements;
- An organizational chart;
- A statement on the experience of staff and the total number of employees (distinguishing between administrative staff, management, principal partners or officers, field, technical and customer support);
- Three references, including all contact information (reference name, mailing address, phone number, and email) from three customers for whom the bidder has performed services (bidders shall not include any references from the State 911 Department or any members of the State 911 Commission);
- The location of the offices from which the work will be managed and the number of staff employed at each office;
- The number of years the bidder has been in business and the number of years the bidder has been in the business identified in the RFR; and
- Key personnel of the business and key personnel assigned to meet the Commonwealth's needs under the contract, together with a resume and/or a statement of qualifications and experience of all such key personnel.

SECTION 10- CONTRACTOR PERFORMANCE REQUIREMENTS AND MEASURES

The service provider's performance in all components of the scope of services will be monitored by the State 911 Department. The State 911 Department will also receive recommendations from the Massachusetts policy advisory committee on accessibility to communication services for disabled persons. The service provider shall promptly correct any and all deficiencies identified by the State 911 Department to the full satisfaction of the State 911 Department.

The service provider shall undertake ongoing quality assurance testing, evaluation, and assessment measures and shall continuously evaluate the quality of CTRS with the objective of maintaining the applicable service standards.

The service provider shall maintain a quality assurance plan for conducting, quantifying, recording, and scoring on a monthly basis the service provider's quality assurance test call results. The service provider shall have a method in place to ensure that the remedies for any issues found during testing shall be addressed by the service provider and incorporated into the policies of the CTRS.

The State 911 Department shall have unlimited access to all phases, documentation and results of the service provider's evaluation test calls. The State 911 Department may share this information and data with other agencies for reporting purposes.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

The State 911 Department and/or an independent evaluator acting on behalf of the State 911 Department may perform quarterly performance evaluations of the service provider's performance that may include CTRS test calls, as determined in the sole discretion of the State 911 Department. The results of these performance evaluations will be used to evaluate the service provider's performance.

The State 911 Department and/or an independent evaluator acting on behalf of the State 911 Department may also perform such additional performance evaluations as may be warranted based upon unusual complaint activity and/or repeated failure to meet service standards.

The service provider's performance will be assessed in the following areas with the following minimum acceptable values:

Accuracy: the percentage of error subtracted from 100% of text received. The CA shall have an average accuracy rate of 98% during proficiency testing. Errors are any words that change the context of the sentence, including missing words or sentences.

Speed of Answer: Daily answer times shall not exceed 9.9 seconds more than five (5) individual days per month as reported from the daily delayed calls report. Speed of answer shall be measured based on the answer time at a minimum of every thirty (30) minutes and shall be evaluated on a daily basis.

The State 911 Department recognizes that it may be impossible to ascertain the amount of damages arising out of failure by the service provider to meet its obligations under the contract. If the service provider fails to meet the minimum acceptable values of the performance evaluations, the State 911 Department shall assess liquidated damages as provided below.

The service provider agrees that such liquidated damages shall be in addition to and without limitation on any rights or remedies which the State 911 Department may have under the contract, or at law or in equity arising out of or related to any other breach by the service provider of its obligations.

Any and all penalties shall appear as a credit on the invoice submitted to the State 911 Department for payment of the services in the month following the State 911 Department assessment, or in the month following the conclusion of any mediation of a dispute in accordance with Section 14 of the Commonwealth's Terms and Conditions. If such credit is not provided, the State 911 Department may reduce the monthly invoice amount to be paid by the amounts specified. In addition, to the extent that the penalties owed to the State 911 Department pursuant to this Section exceed the amounts owed by the State 911 Department to the service provider under the contract, or at the time of expiration or termination of the contract, the service provider shall promptly make a direct payment to the State 911 Department in such amount. Failure to assess liquidated damages within these timeframes shall not act as a waiver of any other rights or remedies available to the State 911 Department under the contract or at law.

The State 911 Department shall assess, on a quarterly basis, the following penalties as liquidated damages for violations of the minimum acceptable values for accuracy:

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Accuracy: For each call in excess of the 2% allowable error rate for accuracy, the State 911 Department shall assess a penalty in the amount of the average length of call for the month of the triggering violation(s) multiplied by the contracted conversation minute rate.

The State 911 Department shall assess, on a monthly basis, the following penalties as liquidated damages for violations of the minimum acceptable values for speed of answer:

Speed of Answer: For each day beyond the five (5) allowable days per month that daily answer times exceed 9.9 seconds, the State 911 Department shall assess a penalty in the amount of the contracted conversation minute rate multiplied by the average conversation minutes for the month of the triggering violation(s). One-line captioned telephone calls and two-line captioned telephone calls will be measured separately unless they are in the same queue.

The service provider shall not include penalties, or the risk associated with incurring penalties, in the calculation of any price or any cost of the contract.

SECTION 11- INVOICING AND PAYMENT

All billing shall be to the nearest tenth of a minute.

The State 911 Department reserves the right to request modifications to the invoice to ensure that the invoice is clear and concise as to the services for which it is being billed.

All invoices and payments will be reviewed and processed in compliance with the Commonwealth's standard terms and conditions and bill paying policy as issued by the Massachusetts Office of the State Comptroller.

SECTION 12- INSTRUCTIONS FOR SUBMISSION OF RESPONSES

Submission of Responses

Bidders shall submit one (1) clearly marked Original Response, fifteen (15) complete paper copies of the Original Response, and one (1) electronic copy of the Original Response in PDF format by February 22, 2010, 12:00 p.m. Eastern Standard Time (EST).

Please note that electronic copies are in addition to, and do not substitute for, the hard copies of the Original Response. All signatures on the Original Response shall be the signature of the Authorized Signatory listed on the Contractor Authorized Signature Verification Form. All dates on forms shall be hand-dated. The Original Response shall be double-sided, printed on recycled paper with a minimum post-consumer content of 30% or paper made with tree-free fibers (i.e. paper made from raw materials other than trees, such as kenaf). All responses shall clearly indicate the level of recycled content contained in the paper being used. The use of the following non-recyclable and/or non-reusable materials is strongly discouraged for any **copies** of the Original Response: plastic report covers, plastic dividers, vinyl sleeves, and spiral binding. Please only use three-ringed binders, glued materials, paper clips or staples to secure documents.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Bidders shall submit materials in a format that allows for easy removal and recycling of materials. Bidders are also encouraged to use other products that contain recycled content in their response documents. Such products include but are not limited to folders, CDs, envelopes, boxes, etc. Where appropriate, respondents should note which of these products are made with recycled materials. Bidders should not submit any unnecessary samples, corporate brochures, attachments, or documents.

A sealed hard copy of the complete response package is required. Delivery may be made by U.S. Postal Service, courier, or other personal delivery. The outside label should reference this RFR File Number and Name, RFR 10-003, Captioned Telephone Relay Service Provider RFR. Delivery may be made by U.S. Postal service, courier, or other personal delivery.

**Karen Robitaille
State 911 Department
1380 Bay Street, Building C
Taunton, MA 02780**

Faxed and/or e-mailed responses will not be accepted.

SECTION 13- RESPONSE EVALUATION CRITERIA

Responses will be evaluated in accordance with the following criteria. The criteria are not listed in order of importance.

- Affirmative Market Program Plan;
- Bidder's ability to meet the required specifications;
- Demonstration of knowledge, experience and expertise;
- Pricing; and
- Quality and Completeness of bidder's overall proposal.

All responses must be received on or before the submission deadline as defined in this RFR. Late responses will be automatically rejected and will be given no consideration.

One contractor will be selected based upon the fulfillment of the RFR's qualifications, completion of all the required RFR specifications and attachments listed in this RFR.

The State 911 Department reserves the right to interview any and all bidder(s) to further evaluate capabilities, knowledge, experience and expertise. Respondent(s) will be contacted to schedule a mutually agreed upon date and time should the State 911 Department exercise this option. All interviews will be held at the State 911 Department's location in Taunton, MA.

SECTION 14- DEADLINE FOR RESPONSES AND PROCUREMENT CALENDAR

The critical procurement dates are set forth on the Procurement Calendar below. The State 911 Department reserves the right to modify these dates as needed.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

PROCUREMENT CALENDAR

Procurement Schedule	Day/Date	Time
Notice of Intent	December 18, 2009	
Release of RFR	Friday, January 29, 2010	
Submission of Written Questions	Monday, February 2, 2010 Through Friday, February 8, 2010	
Posting of Answers to Written Questions	Friday, February 15, 2010	5:00 PM EST
RFR Response Deadline	Friday, February 22, 2010	12:00 PM EST
Evaluation Period	Monday, February 25, 2010 Through Friday, March 5, 2010	9:00 AM EST Through 5:00 PM EST
Notification of Contract Award	Monday, March 8, 2010	
Start Date of Contract	April 1, 2010	12:00 AM EST

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Only questions that are written and submitted via e-mail to Karen.Robitaille@state.ma.us will be accepted and such questions shall include "RFR STATE 911 10-003 Question" in the subject line. No questions will be accepted after 5:00 PM EST on February 8, 2010.

The completed package of Original Response and copies must be received at the State 911 Department no later than February 22, 2010, 12:00 p.m. Eastern Standard Time (EST).

SECTION 15- RFR REQUIRED DOCUMENTS

In order for a response to be considered complete, the following required information and forms shall be completed and submitted:

- Response addressing all of the specifications as detailed in this RFR
- Completed Pricing Worksheet
- Commonwealth Terms and Conditions*
- Standard Contract Form *
- Contractor Authorized Signatory Listing Form*
- Consultant Contract Mandatory Submission Form*
- W-9 Request for Taxpayer Identification Number and Certification*
- Prompt Payment Discount Form*
- Electronic Funds Transfer Form*
- Executive Order No. 504 Vendor Certification Form*
- Business Reference Form*
- Affirmative Market Program Plan Form*

Note: Bidders are advised that submission of an AMP Plan is mandatory for all large procurements over \$50,000. The Department is requiring that AMP Plans target sub-contracting, growth and development and/or ancillary opportunities.

*All forms can be found on the Forms and Terms tab of the RFR as posted on www.Comm-Pass.com.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

ATTACHMENT A RFR - REQUIRED SPECIFICATIONS

Issue Date: November 1, 2005

Refresh Date: August 13, 2007

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of 801 CMR 21.00: *Procurement of Commodities and Services* (and 808 CMR 1.00: *Compliance, Reporting and Auditing for Human and Social Services*, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

Affirmative Market Program (AMP). Massachusetts Executive Order 390 established a policy to promote the award of state contract in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Affirmative Market Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. All bidders must follow the requirements set forth in the AMP section of the RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of AMP objectives, the Affirmative Market Program (AMP) Plan for large procurements greater than \$50,000 will be evaluated at 10% or more of the total evaluation. Once an AMP Plan is submitted, negotiated and approved, the agency will then monitor the contractor's performance, and use actual expenditures with SOMWBA certified contractors to fulfill their own AMP expenditure benchmarks. M/WBE participation must be incorporated into and monitored for all types of procurements regardless of size, however, submission of an AMP Plan is mandated only for large procurements over \$50,000.

This RFR will contain some or all of the following components as part of the Affirmative Market Program Plan submitted by bidders:

- Sub-contracting with certified M/WBE firms as defined within the scope of the RFR,
- Growth and Development activities to increase M/WBE capacity,
- Ancillary use of certified M/WBE firms,
- Past Performance or information of past expenditures with certified M/WBEs and

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

- Additional incentives for bidders to commit to at least one certified MBE and WBE in the submission of AMP plans.

A Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), M/Non-Profit, or W/Non-Profit, is defined as such by the State Office of Minority and Women Business Assistance (SOMWBA). All certified businesses that are included in the bidder's AMP proposal are required to submit an up to date copy of their SOMWBA certification letter. The purpose for this certification is to participate in the Commonwealth's Affirmative Market Program for public contracting. Minority- and Women-Owned firms that are not currently certified but would like to be considered as an M/WBE for the purpose of this RFR should submit their application at least two weeks prior to the RFR closing date and submit proof of documentation of application for consideration with their bid proposal. For further information on SOMWBA certification, contact their office at 1-617-973-8692 or via the Internet at mass.gov/somwba.

Affirmative Market Program Subcontracting Policies. Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Affirmative Market Program (AMP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

Agricultural ProduCTRS Preference (only applicable if this is a procurement for Agricultural Products) - Chapter 123 of the ACTRS of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

Best Value Selection and Negotiation. The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Comm-PASS. Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see Locating a Online Bidders' Forum for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

Comm-PASS SmartBid Subscription. Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email

notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:

- A secure desktop within Comm-PASS for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest
- A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- Access to Online Response Submission, when allowed by the Issuer, to support:
 - paperless bid drafting and submission to an encrypted lock-box prior to close date
 - electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any
 - withdrawal of submitted bids prior to close date
 - online storage of submitted bids

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT). All bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the VendorWeb site (www.mass.gov/osc). Click on MASSfinance.

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. The PMT will consider such requests on a case-by-case basis and communicate the

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

findings with the bidder.

Environmental Response Submission Compliance. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

Minimum Bid Duration. Bidders responses/bids made in response to this RFR must remain in effect for at least 90 days from the date of bid submission.

Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply. The Commonwealth reserves the right to request from the successful bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the Commonwealth contract manager.

Pricing: Price Limitation: The bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

Prompt Payment Discounts (PPD). All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found under the Forms and Terms tab of this solicitation.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in or attached to the PPD form.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Emergency Standby Commodities and/or Services. Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

Environmentally Preferable Products and Services. The department and contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the department's performance needs.

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Performance and Payment Time Frames Which Continue Beyond the Duration of the Contract. All term leases, rentals, maintenance or other agreements for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of this contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, rentals, maintenance or other agreements for services may be executed after the contract has expired. Any contract termination or suspension pursuant to this section shall not automatically terminate any leases, rentals, maintenance or other agreements for services already in place unless the department also terminates said leases, rentals, maintenance or other agreements for service, which were executed pursuant to the main contract.

CAPTIONED TELEPHONE RELAY SERVICE PROVIDER RFR

**ATTACHMENT B
COST TABLE**

Price Per Conversation Minute	
Discount of _____% for each conversation minute exceeding _____ minutes per month.	