



## **Public Service Commission of the District of Columbia**

1333 H Street, N.W., 2<sup>nd</sup> Floor, West Tower, Washington, DC 20005 (202) 626-5100

**RFP NO. PSC-11-10 THE PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA (COMMISSION) REQUEST FOR PROPOSALS TO ENGAGE A TECHNICAL CONSULTANT IN FORMAL CASE NO. 988 TO PROVIDE CAPTIONED TELEPHONE RELAY SERVICE (“CTRS”) IN THE DISTRICT OF COLUMBIA.**

**Proposal Issue Date:** September 9, 2011

**Proposal Due Date:** September 30, 2011, no later than 4:00 p.m. EDT

**Contact:** Jesse P. Clay, Jr.  
Deputy Executive Director for Administrative Matters  
Public Service Commission of the  
District of Columbia  
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# **PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA**

## **A. SCOPE OF WORK SUMMARY**

The District of Columbia Public Service Commission will engage a technical consultant in Formal Case No. 988 to provide Captioned Telephone Relay Service (“CTRS”) in the District of Columbia.<sup>1</sup>

## **B. BACKGROUND**

CTRS is a form of TRS that is useful for individuals with proficient speaking abilities but poor hearing. CTRS users<sup>2</sup> typically fall into one or more of the following categories: 1) individuals with significant hearing loss; 2) late-deafened individuals accustomed to using the telephone; 3) hearing aid and cochlear implant users; and 4) individuals who are deaf and have speech skills. CTRS users receive both the voice message and written captions of the conversation. CTRS written captions appear on the telephone set during the telephone conversation. CTRS also includes E-911, voicemail, and other customary telephone services.

This RFP directs interested persons to submit proposals to provide CTRS in the District of Columbia. The Commission is seeking CTRS that is functionally equivalent to regular telephone service. The approved service must meet the speed, accuracy, and reliability required in the Scope of Work.

## **C. BUSINESS AND CONTRACT TERMS**

It is anticipated that this contract will be for a one-year trial with two one-year option periods that can be exercised by the Commission in its sole discretion.

## **D. AUTHORITY OF THE COMMISSION TO RELEASE RFP**

This RFP is being released pursuant to the Commission’s Procurement Regulations, 15 DCMR, Chapter 22, which is available on the Commission’s website at [www.dcpssc.org](http://www.dcpssc.org).

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<sup>1</sup> See Section M for the complete Scope of Work.

<sup>2</sup> “CTRS User” may include the person calling a person who has a CTRS telephone.

**E. RFP AVAILABILITY**

The RFP will be published on the Commission's website at [www.dcpssc.org](http://www.dcpssc.org)<sup>3</sup> or to <http://www.dcpssc.org/requests/proposals/proposals.shtm>. The RFP also may be obtained by email or written request to:

Jesse P. Clay, Jr.  
Deputy Executive Director for Administrative Matters  
Public Service Commission of the District of Columbia  
1333 H Street, NW  
Second Floor West Tower  
Washington D.C. 20005  
E-mail: [jclay@psc.dc.gov](mailto:jclay@psc.dc.gov)  
Telephone: (202) 626-5145

**F. REQUIREMENT TO EXAMINE, CLARIFYING INFORMATION, AND CONTACT PERSON**

Each potential Offeror should carefully examine this RFP and all amendments, addenda, or revisions, and thoroughly familiarize itself with all requirements prior to submission. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification. All information provided and representations made by Offerors in their proposal are material and important, and will be relied upon by the Chief Contracting Officer in awarding the contract.

Should a potential Offeror find discrepancies, ambiguities, or omissions in the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, the potential Offeror must submit a written request for interpretation or correction.

Any interested person wishing to make such a request or obtain clarifying information about this RFP may submit inquiries *in writing only* to:

Jesse P. Clay, Jr.  
Deputy Executive Director for Administrative Matters  
Public Service Commission of the District of Columbia  
1333 H Street, NW  
Second Floor West Tower  
Washington D.C. 20005  
E-mail: [jclay@psc.dc.gov](mailto:jclay@psc.dc.gov)  
Telephone: (202) 626-5145

All inquiries must be submitted to the Commission on or before, **Monday, September 19, 2011 by 2:00 p.m., Eastern Daylight Time (EDT)**, to the attention of the contact person for this RFP,

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<sup>3</sup> Access the Commission's website at [www.dcpssc.org](http://www.dcpssc.org) (homepage), then click on Contracting and Procurement. Next click on Request for Proposals, and then click on Formal Case No. 888 – The District of Columbia Public Service Commission will engage a technical consultant to provide Captioned Telephone Relay Service (“CTRS”) in the District of Columbia.

Jesse P. Clay, Jr., at the above address. E-mail inquiries are acceptable and preferred. The inquiry shall be entitled as follows: **RFP-11-10 - Captioned Telephone Relay Service.**

To insure that no Offeror may obtain a competitive advantage because of information acquired that is unknown to other Offerors, the answers to all timely received written questions will be posted on the Commission's Contracting and Procurement webpage. Offerors should look under RFP-11-10 by **Friday, September 23, 2011, at 4:00 p.m., EDT.** Any oral explanations or instructions given before the award of the contract shall not be binding.

Offerors may be required to make an oral or written clarification of their proposal to the Commission's Evaluation Committee. The Commission will initiate any requests for clarification.

#### **G. ANTICIPATED SCHEDULE OF ACTIVITIES**

The following reflects the Commission's anticipated schedule of activities. The Commission reserves the right to amend this schedule as necessary. Any changes to the schedule will be posted on the Commission's website at [www.dcpsc.org](http://www.dcpsc.org).

Publish RFP on the Commission website	September 9, 2011
RFP questions from potential Offerors due to the Commission	September 19, 2011
Responses to questions posted on the Commission website	September 23, 2011
Deadline for submission of Offerors' proposals	September 30, 2011
Selection of Offeror approved by Commission	October 6, 2011
Contract negotiations	October 11, 2011
Contract award	October 14, 2011
Commencement of project activities	Immediately

#### **H. SUBMISSION OF PROPOSALS**

##### **1. DEADLINE**

The closing date for proposals is **no later than 4 p.m. Eastern (EDT) on Friday, September 30, 2011.** A proposal received after this deadline will not be considered.<sup>4</sup> Submissions shall be placed in a sealed envelope conspicuously marked: **"Submission in Response to RFP 11-10, Formal Case No. 988, Request for Captioned Telephone Relay Service."** Submit one (1) original and three (3) copies under seal by mail or delivery to:

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<sup>4</sup> See also Section H-6: Late Submissions and Modifications.

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Offerors assume the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

**2. OFFEROR ELIGIBILITY**

To be eligible, Offerors must be neutral and impartial and not advocate specific positions to the Commission in proceedings not related to matters within the Scope of Work in this RFP. Offerors must demonstrate technical capabilities, competence, and resources to perform the duties as delineated in the Scope of Work, Section M, of this RFP.

**3. ACKNOWLEDGEMENT OF AMENDMENTS AND ADDENDA**

Potential Offerors shall acknowledge the receipt of any amendment or addendum to this RFP by: (a) signing and returning the amendment or addendum; (b) letter; or (c) e-mail. The Commission must receive the acknowledgement by the date and time specified for receipt of submissions. An Offeror's failure to acknowledge an amendment or addendum may result in rejection of its proposal.

**4. SUBMISSION: GOOD FAITH AND ACCEPTABLE FORMAT**

Submissions shall follow the format listed in Section L-1, Proposal Format Requirements. E-mail and facsimile submissions will not be accepted. The proposal must be made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person who also intends to submit a complementary or other, noncompetitive proposal. Furthermore, an Offeror shall not attempt to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal with higher costs than in the Offeror's proposal, or to submit any intentionally high-cost or noncompetitive proposal or other form of complementary proposal.

**5. RETENTION OF SUBMISSIONS**

Submissions will not be returned to the Offerors.

**6. LATE SUBMISSIONS AND MODIFICATIONS**

Any submission or best and final offer received at the Commission after the exact time specified for receipt will not be considered. Any modification to a submission, including a modification

resulting from the Chief Contracting Officer's request for best and final offers, is subject to the same conditions set forth in Section L. The only acceptable evidence to establish the time of receipt of the submission is the Commission's time-date stamp or other documentary evidence of receipt maintained by the Commission. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission that makes the terms more favorable to the Commission may be considered at any time it is received and may be accepted.

Submissions shall be irrevocable and remain in full force and effect for a period of not less than 120 days after receipt. Moreover, except as otherwise noted herein, the commitments and representations in the proposal of the selected Offeror and the obligations specified in the RFP will become contractual obligations and binding on the selected Offeror, if a contract is entered into, unless expressly excluded in the contract. Obligations that any proposal seeks to place on the Commission shall not be binding. Confidentiality of communication obligations survives in the event this contract is terminated.

#### **7. NO COMPENSATION FOR PREPARATION OF SUBMISSION**

The Commission shall not bear or assume any financial obligations or liabilities regarding the preparation of submissions in response to this RFP or prepared in connection with this RFP including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

Until the selected Offeror receives a fully executed and approved written contract from the Commission, there is no legal and valid contract, in law or in equity. The Offeror shall not begin compensable work until so notified by the Commission.

#### **8. REJECTION OF SUBMISSIONS**

The Commission reserves the right, in its sole discretion, to:

- a. Cancel this solicitation or reject all submissions;
- b. Reject submissions that fail to prove an Offeror's responsibility;
- c. Reject submissions that contain conditions and/or contingencies that, in the Commission's sole judgment, makes the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- d. Waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror;
- e. Take any other action within the applicable Procurement Regulations or law; and
- f. Reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with its submission. Any misstatement shall be treated as fraudulent concealment

from the Commission of the true facts relating to the submission of the proposal. A misrepresentation shall be punishable under Section 2203 of the Commission's Procurement Regulations – Contractor Responsibility (15 DCMR § 2203).

## **I. AWARD PROCESS**

### **1. EVALUATION CRITERIA**

The Commission will award the contract to the Offeror that, in light of all factors, best meets the requirements of this proposal. Each proposal will be evaluated in accordance with the procedures set forth in this RFP and the Commission's Procurement Regulations. The Commission's selection will be based on the Evaluation Criteria in Attachment A.

### **2. EVALUATION COMMITTEE**

Each proposal shall be evaluated by an Evaluation Committee in accordance with the Evaluation Criteria.<sup>5</sup> The Evaluation Committee shall prepare a written report summarizing its findings and submit its report to the Chief Contracting Officer. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the Chief Contracting Officer shall select the proposal that is determined to best meet the criteria in this proposal and the Commission's procurement regulations. The Offeror with the best proposal shall be notified in writing by the Commission of its selection.

### **3. WRITTEN OR ORAL DISCUSSIONS**

Section 2202.12 of the Commission's Procurement Regulations permits the Contracting Officer to conduct oral discussions with Offerors that tender submissions to expedite the proposal evaluation process. These discussions may concern topics such as, but without limitation, financial fitness, technical competence, managerial expertise, regulatory compliance, and the ability to be qualified, responsible, and capable of performing the work currently and in the future. In order to meet the award schedule, the Commission will make every effort to award the contract without either oral or written discussions. Therefore, each Offeror is advised that it should provide a complete and thorough submission that is fully compliant with the instructions in this RFP.

A competitive range will be established based on the Evaluation Criteria set forth in Attachment A of this RFP. The Commission will issue a request for the best and final offers to all Offerors in the competitive range. After receipt of best and final offers, the Commission will not reopen discussion unless it is clearly in the best interests of the Commission to do so. To obtain best and final offers from Offerors, the Commission may do one or more of the following: (a) enter into negotiations, (b) schedule oral presentations, and/or (c) request revised proposals.

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<sup>5</sup> See Attachment A.

#### **4. PRICE AND PAYMENTS TO THE SUCCESSFUL OFFERER**

The price(s) and amount of each Offeror's proposal shall be independently determined without consultation, communication or agreement with any other Offeror or potential Offeror. The price(s), the amount of the proposal, the approximate price(s), and the approximate amount of the proposal shall not be disclosed to any other firm or person who is an Offeror or potential Offeror.

Payments to the selected Offeror for this RFP will be made based upon the rate schedule adopted for a firm fixed unit fee contract with monthly reimbursement for actual minutes of use. To the extent that any changes as a result of contract negotiations affect the cost of performing the contract, adjustments to the compensation described in the proposal will be negotiated with the selected Offeror.

Payments for the contracted service will take place within 30 to 45 days after receipt of a monthly invoice. A company may propose an alternative payment option, which may be considered and approved if deemed in the best interest of the District of Columbia. The DCUSTF Administrator, on behalf of the District of Columbia, will not issue payment prior to the receipt of services.

#### **5. NEWS RELEASES**

Proposals will be held in confidence and not revealed or discussed with competitors, unless disclosure is required to be made (a) under the provisions of any District of Columbia or Federal statute or regulation, or (b) by rule or order of any court of competent jurisdiction. However, if a contract is executed, the successful proposal submitted in response to this RFP shall be subject to disclosure. News releases pertaining to the RFP shall not be made without prior Commission approval, and then only in coordination with the Commission.

#### **J. PROTESTS**

Protests shall be governed by Section 2206 of the Commission's Procurement Regulations.<sup>6</sup> As provided in Section 2206.1, protests alleging defects in this solicitation must be filed within 10 business days of the solicitation. If an alleged defect does not exist in this initial RFP, but is incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the closing time established for proffering submissions. In all other cases, a protester shall file the protest within 10 days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office of the Commission Secretary<sup>7</sup> and must be filed in duplicate. Protests shall be served on the Commission by obtaining written and dated acknowledgement of receipt from the Commission Secretary's Office. Protests received by the Commission after the indicated period shall not be considered. To expedite the handling of protests, the envelope shall be labeled: "**PROTEST to RFP No. PSC 11-10.**" The written

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<sup>6</sup> 15 DCMR § 2206 (1998).

<sup>7</sup> See Section G-1 for the address to the Commission Secretary.

protest shall be signed by the protestor or its representative and shall include at a minimum the following:

- a. The name, address and telephone number of the protestor;
- b. Appropriate identification of the procurement, *i.e.*, the RFP number and, if a contract has been awarded, the PSC contract number;
- c. A concise statement of the grounds for the protest and a specific request for a ruling from the Chief Contracting Officer of the Commission; and
- d. Supporting exhibits, evidence or documents to substantiate any claims, unless not available within the filing time, in which case the expected availability date should be indicated.
- e. Appeals from the decision of the Chief Contracting Officer shall be governed by the provisions of 15 DCMR § 2207. The decision of the Commission shall be final in the matters raised by the appeal.

**K. SPECIAL PROVISIONS**

**1. PREFERENCE FOR LOCAL, SMALL AND DISADVANTAGED BUSINESS ENTERPRISES OR BUSINESSES OPERATING IN AN ENTERPRISE ZONE**

**General:** Under the provisions of the Small Local and Disadvantaged Business Enterprise Development and Assistance Amendment Act of 2005,<sup>8</sup> preference shall be given to Offerors that are certified by the Department of Small and Local Business Development (“DSLBD”) as having resident business ownership, being a Local Business Enterprise, being a Disadvantaged Business Enterprise, or as operating in an Enterprise Zone. A copy of the certification acknowledgment letter must be submitted with the Offeror’s submission and, if applicable, the Technical Proposal. In accordance with this law, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three points shall be awarded if the Offeror is certified as a small business enterprise;
- Five points shall be awarded if the Offeror is certified as resident-owned business;
- Ten points shall be awarded if the Offeror is certified as a longtime resident business;
- Two points shall be awarded if the Offeror is certified as a local business enterprise;
- Two points shall be awarded if the Offeror is certified as a local business enterprise with its principal office located in an enterprise zone; and

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<sup>8</sup> D.C. Code § 2-218.01 *et. seq.* (2006 Repl. & Supp. 2008).

- Two points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

A Certified Business Enterprise (“CBE”) shall be entitled to any or all of the preferences provided in this section, but in no case shall a CBE be entitled to a preference of more than 12 points or a reduction in price of more than 12 percent.

**Information:** For information regarding the application process, contact the DSLBD at the following address or telephone number:

Department of Small and Local Business Development  
Government of the District of Columbia  
One Judiciary Square  
441 - 4th Street, N.W., 9<sup>th</sup> Floor, Suite 970 N  
Washington, D.C. 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

Any Offeror with Local Business Enterprise or Disadvantaged Business Enterprise certification as its joint venture or constituent entity, shall be entitled to the applicable preference points provided for in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act, Part D, Subpart 2, Sec. 2343 in direct proportion to the percentage of the effort to be performed by the Local Business Enterprise or Disadvantaged Business Enterprise. A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

## **2. TIME**

Unless otherwise specified in this RFP, time, if stated in number of days, shall include Saturdays, Sundays and holidays. The times stated in this document refer to Eastern Daylight Time (“EDT”) where appropriate.

## **3. LICENSING, ACCREDITATION AND REGISTRATION**

The selected Offeror shall comply with all applicable District of Columbia and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

## **4. LIMITATION OF AUTHORITY**

Only the Commission or a person with prior written authority from the Commission shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause(s) or condition(s) of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause(s) or condition(s) of this RFP is not effective or binding unless made in writing and signed by the Commission or its authorized representative.

## **5. CONFORMANCE WITH LAWS**

It shall be the responsibility of the selected Offeror to perform under the contract in conformance with the Commission's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia Government; and it is the sole responsibility of the selected Offeror to determine the Procurement Regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies that apply and their effect.

### **L. PROPOSAL REQUIREMENTS**

Each Offeror shall provide a written response to each proposal requirement below.

#### **1. FORMAT REQUIREMENTS**

Proposals submitted in response to this request must meet the following conditions to be considered for selection. Faxed proposals will not be accepted under any circumstances.

PROPOSALS MUST BE WRITTEN ENTIRELY ON 8½" x 11" PAPER. PROPOSALS SHOULD INCLUDE NECESSARY APPENDICES AND ATTACHMENTS. PROPOSALS SHOULD BE STAPLED IN THE TOP LEFT CORNER OR BOUND IN A 3-RING BINDER.

PROPOSALS MUST BE SUBMITTED IN A MANNER THAT DOES NOT PRESENT ANY BENEFIT, KEEPSAKE, OR VALUE FOR MEMBERS OF THE REVIEW PANEL.

Proposals shall begin with a cover page that clearly states the name of the Offeror and the name, address, telephone number, fax number, and email address, if available, of the Offeror's contact person who may be contacted directly regarding the proposal. The cover page shall make up the cover of the proposal. All parts of the proposal after the cover page must be filed under seal. A proposal must be submitted in the format outlined herein with a Table of Contents. Pages of the proposal must be numbered with index tabs included for each section.

#### **2. EXECUTIVE SUMMARY**

Each proposal shall include a narrative description of the proposed effort and a descriptive list of the items to be delivered and services to be provided.

#### **3. WORK PLAN(S)**

In each proposal, the Offeror must describe clearly, specifically, and as completely as possible the details for carrying out the responsibilities associated with the Scope of Work in Section M of this RFP. The Offeror shall also include a mechanism and timeline for all deliverables. The proposal must include a schedule that identifies key milestones, tasks, and events pertinent to the and duties and responsibilities outlined in the Scope of Work.

#### **4. PRIOR EXPERIENCE, QUALIFICATIONS, AND REFERENCES**

Each Offeror shall describe its prior experience performing activities similar to the duties and responsibilities outlined in the Scope of Work of this RFP. If the Offeror has not worked on a similar project, then provide evidence of experience relevant to the duties as outlined in the Scope of Work. Additionally, the Offeror should provide at least three references, preferably clients for whom similar work has been performed previously. Offerors shall include contact information for each reference. Current references are preferred.

#### **5. COMPANY**

If incorporated, the Offeror shall provide the state in which the company is incorporated and the date of incorporation. An out-of-state company must become qualified to do business in the District of Columbia as a foreign corporation before a contract can be executed

The Offeror shall state whether it has ever been engaged in a contract with any District agency. If “Yes,” the Offeror shall specify when work was done, what duties were performed, and for which agency the work was done.

The Offeror shall provide the location(s) of the company headquarters and office(s) that will be assigned to the District of Columbia CTRS.

#### **6. PERSONNEL**

Each Offeror shall identify the persons who will perform the work described in this RFP and provide a detailed resume for each individual that describes the qualifications applicable to the performance of the tasks for which the individuals would be responsible. Each Offeror shall also identify each person’s education and specific experience/role(s), particularly with CTRS and telecommunications.

Please include an organizational chart showing reporting relationships of team personnel. The Commission must be notified of any personnel changes if individuals assigned to work on this project(s) are relieved of their responsibilities or new participants are added to the contract team. Offerors shall designate one individual as the project manager, and this person shall be responsible for project management, reporting, coordination, and accountability for the entire project.

#### **7. SUBCONTRACTING**

In the event the company desires to subcontract any part of the contracted services to a subcontractor, the prime Offeror must identify the subcontractor in the response to the RFP and identify the specific requirements of this RFP that the proposed subcontractor will perform. The prime Offeror must provide the same information for any proposed subcontractor as requested in the Company Information section. Three (3) references must be included for any subcontractors. The prime Offeror must require any subcontractor to provide insurance information consistent with Section L-11 to the Commission before any work is performed. If the prime Offeror

intends to use a subcontractor (during the term of the contract) that has not been identified in its response to the RFP, the prime Offeror must inform the Commission and the DCUSTF Administrator and receive approval from the Commission prior to entering into a subcontractor relationship.

## **8. BUDGET**

Basic Cost – A fixed rate per session minute covering the one-year initial term of the contract for the services identified in the Scope of Work section shall be submitted.

Offerors shall provide a fixed rate per session minute covering the two one-year extension periods that the Commission may opt to exercise. The fixed rate per session minute shall be submitted for the services identified in the Scope of Work section. Proposals must clearly identify any charges for unbillable and uncollectible calls and must provide sufficient information to evaluate whether any such charges are reasonable. The proposal shall include a detailed plan for implementing the CTRS Trial in the District of Columbia within one month of the award date of the contract.

The plan must include procedures for adequate advertising to notify and educate relay users about the availability of the CTRS Trial, and include a timeline with established dates for major steps in the implementation process from contract award date to start date

Costs must be justified in terms of activities and objects of expenditure, and shall be reasonable and necessary to the project as outlined in the Scope of Work of this RFP. Financial resources must be adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish the RFP objectives and activities.

Services to be purchased from other agencies; subcontractors, including any amounts subcontracted to LSDBEs; consultants; and others must be specified.

## **9. STATEMENT REGARDING ELIGIBILITY AND POTENTIAL CONFLICTS OF INTEREST**

To be eligible, Offerors must be neutral and impartial and not advocate specific positions to the Commission in proceedings not related to matters in the Scope of Work in this RFP. Eligible Offerors must demonstrate technical capabilities, competence, and resources to perform the duties as delineated in the Scope of Work of this RFP.

Offerors shall identify any relationships between themselves or their employees and the companies under the jurisdiction of the Commission, or any subsidiaries or affiliates of such companies. The extent, nature, and time aspects of such relationships must be identified. If there have been no such relationship, a statement to that effect shall be included in the proposal. Failure to provide the statement on potential conflicts of interest and the required Disclosure Statement, Attachment C, will automatically disqualify an Offeror.

A company shall not enter into any partnership agreement or contract with any person or organization that could be construed as a conflict of interest for the provision of CTRS in the District of Columbia. If the company is selected to provide CTRS in the District of Columbia,

the company will inform the Commission and the DCUSTF Administrator of any relationship that it becomes aware of, or develops, during the term of the contract that could be interpreted as a conflict of interest.

**10. FINANCIAL CAPABILITY**

Offerors shall describe the financial capability of the organization completing the work required to sustain its operations for the term of the contract. Acceptable evidence of financial capability includes an audited financial statement within the past 12 months from a certified public accountant.

**11. INSURANCE**

**a. REQUIRED POLICIES**

The selected Offeror shall be required to maintain: (i) workers compensation insurance in accordance with statutory limits; (ii) a general liability insurance policy with limits of at least the value of the contract; (iii) an employer's liability policy; and (iv) an umbrella policy providing coverage at least as extensive as the underlying policies.

**b. REQUIRED ENDORSEMENTS**

All policies required hereunder must show the selected Offeror as the certificate holder and must contain language requiring a sixty (60) day prior notification directly to the Commission.

All insurance policies shall be issued by insurers licensed to do business in the District of Columbia and any insuring company is required to have a minimum rating of an A-Class C in Best's Key Rating Guide, published by A.M. Best and Company, Inc.

**12. CORPORATE INFORMATION**

The Offeror, if incorporated, shall attach to the proposal a current franchise tax Certificate of Good Standing, issued by the District Office of Tax and Revenue. Offerors shall provide the Commission with Offeror's 9-digit Federal Employer's Identification Number ("FEI#") or Social Security Number ("SSN"), if Offeror is an individual. If a domestic corporation, the Offeror also shall provide to the Commission the corporation's charter number issued by the District of Columbia Department of Consumer and Regulatory Affairs. If a foreign corporation, the Offeror also shall provide a copy of a valid Certificate of Authority to conduct business in the District of Columbia, issued by the District of Columbia Department of Consumer and Regulatory Affairs. The Offeror also shall provide the Company's Dun and Bradstreet number.

### **13. DEBARMENT AND SUSPENSION**

By submitting a proposal to the Commission, the Offeror understands, agrees and certifies that:

- a. Submitting a proposal with a false statement is a material breach of contract and shall void the submitted proposal and any resulting contract, and the Offeror shall be removed from all lists for future contracting opportunities with the District of Columbia.
- b. The Commission may debar and suspend an Offeror for:
  - i. Engaging in contract fraud or a criminal offense incident to, obtaining, attempting to obtain, or performing a public contract or subcontract. Payments due under the contract will be applied towards any debt, including but not limited to, delinquent taxes owed to the District of Columbia;
  - ii. Violation of federal or state antitrust statutes arising out of submission of bids and proposals;
  - iii. Engaging in acts involving embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, false statements, tax evasion, or any other offense indicating a lack of business integrity or business honesty; and
  - iv. Conviction for any other offense that indicates a lack of business integrity of an Offeror.
- c. The Commission, in its discretion, may debar or suspend any Offeror contractor as a result of:
  - i. Willful failure to perform in accordance with the contract specifications within the time limit provided in a contract;
  - ii. A record of failure to perform or of unsatisfactory performance of the terms of one or more contracts; or
  - iii. False assertion of status giving rise to special benefits under the laws of the District of Columbia.
- d. To the best knowledge of the person signing the proposal for the Offeror: the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last 4 years been convicted, found liable, or pleaded guilty for any act prohibited by state or federal law, in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Offeror in its proposal.

- e. To the best of the knowledge of the person signing the proposal for the Offeror and except as otherwise disclosed by the Offeror in its proposal, the Offeror has no outstanding delinquent obligations to the District of Columbia including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the District of Columbia.
- f. Each Offeror, by submitting its proposal, authorizes all District of Columbia agencies to release to the Commission, information related to liabilities to the District of Columbia including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

#### **14. MANNER OF PROVIDING SERVICE**

The contracted service may be provided in any of several manners, including, but not limited to: Entirely by the entity awarded the contract;

- By a joint venture;
- By an administrator dealing with a service provider; or
- By an entity in the role of prime Offeror with any combination of subcontractors

To the extent that an entity or entities other than the Offeror will be intrinsically involved with the provision of the subject contract service or any part of the subject contract service, such other entity or entities must be fully identified in the proposals. A Offeror that contemplates the use of any other entity or entities must provide in its proposal all financial, managerial, and technical information relating to the other entity's/entities' fitness to provide the service as is required of the Offeror.

If, at any time after a contract is awarded, the selected Offeror contemplates entering into any arrangement relative to the subject contract service by which another entity or entities would be intrinsically involved in the provision of the subject contract service or any part or aspect of the subject contract service, such other entity or entities must be fully identified and will be subject to a review of fitness prior to the Commission's approval of such an arrangement.

Responses to this RFP may propose using the Ultratec/CTI/WCI proprietary system or some other system functionally equivalent to regular telephone service. While the Commission will not be a party to any arrangements the Offeror has made or may make with Ultratec/CTI/WCI or with any other entity for the provision of CTRS, such arrangements must be disclosed in the proposal or prior to the time such an arrangement is entered into, if undertaken after the proposal is submitted or after a contract is awarded. Details of such arrangements may be designated "proprietary" if they meet standards set forth in Commission regulations, Section 150.

The Offeror will be required to assume responsibility for all services offered in its proposal, including those of any subcontractors, affiliates, joint ventures, or other entities involved in the provision of service. Further, the Commission will consider the Offeror to be the sole point of contact with regard to contractual matters.

The opportunity and obligation to provide CTRS service under a contract awarded pursuant to this RFP is not guaranteed to be an exclusive franchise. Because of the fixed time limits, rate controls, and remedies built into this process, the Commission will not actively seek to obtain

multiple CTRS providers at this time, but will not preclude alternate qualified providers or technologies from attempting to serve market demands now or in the future.

## **15. COORDINATION WITH THE USTF ADMINISTRATOR**

The District of Columbia Universal Service Trust Fund (“DCUSTF”) Administrator is designated by the Commission to coordinate the activities of the Offeror with the Commission to ensure satisfactory performance of the contract when awarded. The DCUSTF Administrator and a designated Commission staff member will be the contacts for the Offeror in any discussions with the Commission.

### **M. SCOPE OF WORK**

Each Offeror shall explain in writing its approach and plan for meeting the requirements below:

#### **1. COMPLIANCE WITH STANDARDS**

All minimum standards, regulations, orders, and policies adopted by the Federal Communications Commission (“FCC”) or this Commission, are incorporated and required in this RFP whether or not they are specifically mentioned, named, or referenced in this RFP. Any future standards, regulations, orders, and policies that the FCC or the Commission may implement while this contract is in force will apply and must be adhered to by the selected Offeror. In particular, all CTRS providers (Offerors and sub-contractors) will comply with or exceed the FCC guidelines and mandatory minimum standards set forth in 47 C.F.R. § 64.604.

#### **2. CTRS SPECIFICATIONS AND AVAILABILITY**

The proposal shall provide detailed methods to meet the following minimum CTRS standards:

- a. Provide CTRS 24 hours a day, 7 days a week, and 365 days a year. Explain how CTRS service will be maintained during scheduled and unscheduled maintenance periods, network and power outages, and outages otherwise attributed to Acts of God.
- b. Develop and describe contingency plans for maintaining 24/7/365 operational status. Each Offeror must certify its ability and that of the Offeror’s affiliates, suppliers, and subcontractors involved in providing CTRS to meet or exceed the requirements set forth in Attachment D – Certification Relative to Business Continuity. If there are changes in the Offeror’s ability to provide this certification during the contract period, the Offeror must notify the Commission and the District of Columbia Universal Service Trust Fund (“DCUSTF”) Administrator within 10 days of any such change. *See* Attachment D for the requisite certification form. The requirement of maintaining 24/7/365 operations applies at all times, and specifically during impairment of the Offeror’s service or the underlying supplier’s service, regardless of whether the subcontractor is intrinsically involved in the CTRS service (e.g., third-party call center,

trunk lines, etc.) or is providing other goods or services (e.g., power, manpower, etc.), including but not limited to:

- i. Adequate and immediate auxiliary power for call center operation during commercial power failure;
- ii. Adequate and immediate back-up or redundancy for service affecting outages and disruptions, regardless of whether such outages or disruptions are scheduled, routine, maintenance-driven, unforeseen, unplanned, or attributed to Acts of God; and
- iii. Uninterruptible power supply.

If the Offeror is unable to comply with the elements of the Certification Relative to Business Continuity, the Offeror must state which elements of the Certification with which it cannot comply and explain why it is unable to comply with those elements. If the Offeror has a continuity plan it wishes the Commission to consider, it also may provide that plan.

- c. Comply with customary P.01 TRS industry standards. Traffic Reports indicating CCS (hundred call seconds) loads and grade of service on all CTRS trunks are due to the DCUSTF Administrator and the Commission by the 15<sup>th</sup> day of each month for the previous month's traffic.
- d. Provide adequate and immediate auxiliary power for call center operations during commercial power failure. Provide adequate and immediate back-up or redundancy for service-affecting outages and disruptions, regardless of whether such outages or disruptions are scheduled, routine, maintenance-driven, otherwise unforeseen, unplanned, or attributed to Acts of God. Develop and describe contingency plans for outages of Offeror's service or that of underlying suppliers – whether intrinsically involved in the CTRS (e.g., third-party call center, trunk lines, etc.) or providing other goods or services (e.g., power, manpower, etc.). Offerors must explain how this goal will be accomplished, particularly in the event of service disruptions.
- e. Allow CTRS users to place all network call types commonly supported by TRS.
- f. Make available to users the opportunity to speak with a CA's supervisor in the event of an issue with service. Supervisors should be available 24 hours a day, 7 days a week, and 365 days a year for such matters. Minutes spent talking with supervisors are not compensable as CTRS minutes even if CTRS is required to handle the communication.

If the Offeror claims that it is unable to separate call minutes for complaint/supervisor activities such that customers will not be charged for time spent talking with supervisors or service representatives, the Offeror should indicate this in its proposal and explain how calls to supervisors or

service representatives would be handled under the Offeror's proposal. The Offeror should include a statement that if such capability becomes available during the contract period it will be incorporated into the service provided to customers in the District.

- g. Allow access to the call center via "711" abbreviated dialing.
- h. Relay local, interstate, and international calls that originate or terminate in the District of Columbia.
- i. Impose no restrictions on a user for the length or number of calls placed through the CTRS center.
- j. Provide 911/E-911 access to all users. Establish and maintain appropriate contacts and connectivity with the District of Columbia Public Safety Answering Points (PSAPs).
- k. Provide CTRS in English and Spanish for users who use either English or Spanish as the language of preference for the relay call. Translation from one language to the other is not required.
- l. Provide 3-way calling, speed dialing, and call interrupt.
- m. Provide N11 dialing access.
- n. Maintain user profiles at the option of users, which may include such information as frequently called numbers, preferred carriers, and user's email address for notification purposes. Such information is to be afforded the same confidential treatment as the contents of calls made. Transfer user profiles to new service provider at the end of the contract/extension period unless directed not to do so by the Commission or by users. Absent specific alternate instructions from the Commission or users, destroy user profiles within 14 days following the end of the contract/extension period.
- o. Provide appropriate billing information for toll/IXC (interexchange) calls to appropriate billing entities. Route toll/IXC calls to and from users via the originating party's preferred carrier of choice. Offerors must detail how calls will be routed and billed if the originating caller does not have a specified preferred carrier of choice.
- p. Respond to complaints and service, network, or equipment inquires from users and/or the Commission in a timely and professional, responsive manner. Provide and maintain contact information for handling escalating complaints, service requests, and network or equipment inquires. Any situation that has caused or will cause complaints from more than five (5) users or that has lasted or will last more than five (5) hours must be brought to the attention of the DCUSTF Administrator, Commission, and all users as soon as it is realized that the situation has met or will meet

these parameters. Periodic status reports, an all-clear report, and a subsequent root-cause analysis will be required as specified by the Commission in accordance with the nature of the situations as they arise.

- q. Explain how quality and quantity of CTRS will be measured. Explain how failures to meet standards and expectations will be detected and recorded.
- r. Maintain an average speed of answer of 9.9 seconds or less for 85% of the number of calls on a daily basis. Provide sufficient call center capacity such that abandoned or lost calls do not exceed 2% of total call volume. These standards apply separately to calls in queue for party-to-party calls and to calls in queue for a supervisor. Two-line calls and single-line calls should be measured separately unless they are in the same queue.
- s. Explain how users and the Commission will be apprised of changes to service and made aware of the status and expected resolution of any service-affecting conditions. The following timeframes for notices shall apply: (i) seven (7) days advance notice to the Commission, the DCUSTF Administrator, and registered users is required for any changes affecting more than 5% of the registered users, and (ii) forty-eight hours notice is required for any notice affecting 5% or fewer of the registered users. Explain also how the DCUSTF Administrator and the Commission will be apprised of questions and complaints if the Offeror does not plan to actively operate the CTRS in-house and on-premises. Minutes spent talking with the point of contact and in escalation activities are not compensable as CTRS minutes, even if CTRS services are required to handle the communication.
- t. Maintain and publicize a website and toll-free service to provide user and potential user information on the Offeror, the Commission, and the FCC complaint and complaint escalation procedures sufficient for users to know the proper procedures for filing or escalating complaints. Offeror contact information also shall be provided. Minutes spent talking to the service representative are not compensable as CTRS minutes, even if CTRS services are required to handle the communication.

### **3. COMMUNICATION ASSISTANT (“CA”) STANDARDS**

The proposal shall provide details as to the methods of meeting the following minimum CA standards:

- a. CAs must have the requisite experience, expertise, skills, knowledge, and education and be adequately trained to accurately caption in a professional manner the words spoken by the hearing party without intervening in the communication between the parties.

- b. CAs must keep the existence and content of all calls confidential and must not maintain any records of conversation content in any form. Paper and/or electronic storage of any communications conducted over the relay will not be permitted in order to safeguard confidentiality. Confidentiality of communications obligations survives the termination of this contract. Offerors must provide a copy of the confidentiality agreement that CAs will be asked to sign.
- c. CAs must meet or exceed the current FCC standards for TRS minimum transcription speed.
- d. CAs shall not limit the length of a call or limit the number of calls and shall stay with the call for a minimum of ten (10) minutes when answering and placing a call.
- e. CAs shall not disconnect a call against the wishes of the originating and terminating parties, but shall have a supervisor take over the call if necessary.
- f. CAs will transfer any emergency call to the appropriate PSAP. In addition, the CA must pass along the caller's telephone number to the PSAP operator when a caller disconnects before being connected to emergency services.

#### **4. CTRS USER EQUIPMENT**

The proposal shall provide details as to the methods of meeting the following minimum equipment standards:

- a. The Offeror is responsible for all matters relating to user equipment.
- b. CTRS users must be kept informed of the status (e.g., dialing, ringing, busy, disconnected, on hold) of calls through the equipment display window throughout the call session. The system must provide feedback to callers regarding the call status within ten seconds after a caller has provided the number to call and continue to provide feedback until the call is answered or deemed not answered.
- c. User equipment must be capable of being moved from one premise to another by the user.
- d. Efforts should be made to seek the best price on the equipment to be sold to the residents of the District of Columbia. This includes the options of refurbished equipment and bulk purchasing of equipment. Offerors shall include prices of the user equipment to be charged to customers in the proposals.
- e. The user will be responsible for the cost of user equipment. No user equipment costs are to be rolled into the minutes of use rate.

- f. Offerors must detail their warranty and maintenance plans for user equipment.
- g. Offerors must detail plans for upgrading user equipment.
- h. Offerors may not impose any unreasonable barriers on customer-provided user equipment.
- i. End users shall have the option of either single-line or 2-line service.
- j. Offerors must provide a detailed description of the operation of their 2-line CTRS as contrasted with single-line CTRS.

**5. TOLL/IXC CARRIER**

The proposal should provide details as to the methods of meeting the following minimum general standards:

- a. Permit the users to select the toll/IXC carrier or local exchange carrier of their choice in accordance with federal and District laws as well as Commission rules and regulations.
- b. Make arrangements for a default toll/IXC carrier in the event the user does not have one.

**6. SESSION MINUTES OF USE (“MOU”)**

CTRS shall be billed on a session minute basis, defined as follows: The clock starts the moment a relay caller connects to the first switch point of the CTRS that connects the call to a CA and ends at the time the call is disconnected from both the CA and the last relay user. This includes start-up, relay call conversation, and wrap-up time. It does not include holding time waiting for initial contact with a CA. Each CTRS call must have its MOUs measured as the total of its session minutes and fractions of session minutes. Each Offeror shall explain how the fractions of minutes will be calculated.

**7. PAYMENT RESPONSIBILITIES**

- a. The CTRS provider shall have the sole responsibility for the complete effort of the contracted CTRS, and payments will be made only to the CTRS provider. The CTRS provider has the sole responsibility for all payments to any/all sub-CTRS providers under the contract. Subcontractors are subject to the same requirements specified in the RFP as is the contractor.
- b. The CTRS provider shall send an invoice to the DCUSTF Administrator on a monthly basis for the intrastate services provided for the previous month.

- c. The CTRS provider shall send an invoice to the Interstate TRS Fund Administrator on a monthly basis for the interstate and international services provided for the previous month, with a copy to the DCUSTF Administrator.

## **8. RATE**

The rate charged to the DCUSTF for the session MOUs of CTRS shall be just and reasonable and in conformity with Commission rules, regulations, policies, and orders for rates and services.

## **9. INITIAL PROVISION OF SERVICE**

Offerors must explain how the transition between TRS service and CTRS will occur. The program will begin with all existing CTRS users and allow the addition of unlimited number of users per month thereafter. Offerors shall explain their procedures for adding customers and addressing related issues

## **10. OUTREACH**

Offerors must present a plan for a comprehensive, effective, and measurable outreach campaign to develop public awareness of the service and provide information about the service. The campaign should include grassroots education to seniors, educational workshops, a brochure, media advertising, an accessible website, and media relations. All materials must be understandable and accessible by a majority of the communities of persons with disabilities. The plan must provide a statistical method of measuring the effectiveness of the outreach and a methodology for making adjustments to the plan based on performance. The Commission will retain the right to continue the theme of any outreach if it so chooses after the expiration of any contract entered into pursuant to this RFP.

## **11. USER SATISFACTION SURVEY**

- a. CTRS users must be asked to provide input on the quality of service by means of an annual survey (or similar device) during the term of the contract. The intent of the survey is to determine whether those using the Offeror's CTRS are satisfied with the service and whether there are any issues that need to be addressed or features to be added. Offerors must present their plans for an annual user evaluation of the system. The plans should explain methods for quantifying user input and how the recommendations from these evaluations will be incorporated into the CTRS. Offerors must advise the Commission how they will conduct the user surveys and notify the Commission, the DCUSTF Administrator, and the TRS Board of the results of the user surveys. The results of the surveys shall be filed with the Commission in Formal Case No. 988 within 30 days of the end of the six-month period. Ad hoc user comments (favorable and unfavorable) are to be filed with the Commission in Formal Case No. 988 on a monthly basis within 15 days of the end of each month.

- b. The survey results and other user input may not be further disseminated without express authorization from the Commission.

**12. CTRS PROVIDER RESPONSIBILITIES TO THE DISTRICT OF COLUMBIA TRS ADVISORY BOARD AND OTHER GROUPS**

- a. The CTRS provider must cooperate with the District of Columbia Telecommunications Relay Service Advisory Board (“TRS Board”) in matters concerning the CTRS program. A company representative must be available to attend the TRS Board meetings and report to the TRS Board the condition and status of the CTRS. The report should include, but is not limited to, MOU, customer complaints, and new technologies that impact CTRS.
- b. The CTRS provider will participate in meetings with the Commission, Commission staff, other agencies, consumers, and consumer groups as may be required by the Commission.

**13. CTRS PROVIDER REPORTING REQUIREMENTS**

- a. All CTRS provider reports shall be submitted to the DCUSTF Administrator, with a copy to the Commission.
- b. Monthly reports will be required from the CTRS provider and should accompany the monthly invoices for services. The monthly reports shall contain: the type of call (single-line, two-line, then broken down into answering machine, international, interstate, intrastate, toll-free), session minutes, average session minutes, call counts, and call types with a call count for each. The report also must have a weekly summary of call counts and session minutes by day and date. A separate section must provide a summary or log of the month’s consumer service complaints. The consumer complaint log must include all complaints regarding CTRS in the District of Columbia, regardless of the entity fielding or resolving the complaint calls. The consumer complaint log must be retained for the duration of the contract. The log must include, at a minimum, the filed date of the complaint, the nature of the complaint, the date of resolution, and an explanation of the resolution. The reports are due by the 15<sup>th</sup> day of the month following the month being reported.
- c. The CTRS provider must submit on a timely basis to the Commission and the USTF Administrator, so that the Commission may report to the FCC annually, an annual summary log indicating the number of complaints received for the 12-month period ending each May 31<sup>st</sup>. The report must be submitted to the DCUSTF Administrator and the Commission on or before June 20<sup>th</sup> of each year. The report must also include the annual

**Certification Relative to Business Continuity**, set forth in Attachment D.

- d. The CTRS provider shall be responsible for maintaining all records and reports relating to CTRS that may be required by the FCC and the Commission. Such reports must include, but not be limited to, traffic detailing:
  - i. Blockage rates, defined as the number of calls reaching a busy signal when calling the CTRS.
  - ii. Average number of calls waiting for system or operator answer.
  - iii. Average length of time waiting for system or operator answer.
  - iv. Area codes and jurisdictions from which the calls originate.
- e. The CTRS provider shall be responsible for maintaining the accounting and financial records, in accordance with accounting procedures and generally accepted accounting principles, of expenses that are incurred in operating the CTRS as a stand-alone entity.
- f. The CTRS provider is responsible for the professional quality goods and services required under this contract. The CTRS provider, without additional compensation or cost to the DCUSTF, shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.
- g. The CTRS provider must provide documentation detailing methods and procedures, training guidelines, and code(s) of confidentiality to enforce the CA standards.

## **N. GLOSSARY**

**711** – Abbreviated dialing code for accessing all types of relay services anywhere in the United States.

**911/E-911/Enhanced 911 Emergency Service** – Abbreviated dialing of 911 on the telephone to connect to the proper PSAP for emergency response and provide Automatic Location Identification and Automatic Numbering Information (ALI/ANI).

**Access Line** – Facility that allows the customer of a local exchange company or radio communications service to access the local or toll network, with the exception of dedicated facilities such as private lines.

**ASL/American Sign Language** – Visual language based on position, movement, shape, and orientation of the hands in relation to each other and the body.

**CA/Communications Assistant** – Relay provider employee who transliterates or interprets conversation between two or more end users of traditional TRS or CTRS calls.

**Call Release** – Feature that allows a CA to sign-off or be released from the telephone line after the CA has set up the call.

**CapTel Service** – Proprietary Voice Carry-Over (“VCO”) type of relay service using voice recognition software and specially trained operators to provide the CA function of the service.

**Commission** – District of Columbia Public Service Commission.

**Common Carrier or Carrier** – An entity that provides communications services to the general public. It is typically licensed or certificated by a state or federal government agency.

**CTRS** – Captioned Telephone Relay Service.

**DC PSC** – District of Columbia Public Service Commission.

**Firm, Fixed Fee** – An all-inclusive fee consisting of direct and indirect costs, including but not limited to direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs that must be reflected in the overall cost per minute. No additional fees or costs shall be paid by the Commission or DCUSTF Administrator unless there is an approved change in the Scope of Work.

**Hearing Carry Over (“HCO”)** – Form of TRS in which the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation. Two-line HCO allows TRS users to use one telephone line for hearing and the other for

sending TTY messages. HCO-to-TTY allows a relay conversation to take place between an HCO user and a TTY user. HCO-to-HCO allows a relay conversation to take place between two HCO users.

**Interrupt** – Allows the parties to the conversation to interrupt each other and not have to wait until the CA finishes a translation.

**Mandatory** – "Must," "shall," "will," "is required," or "are required" identify a mandatory action, factor, or item.

**May** – Denotes something that has possible alternatives or that is not mandatory.

**P.01 Standard** - A standard of service quality intended to measure the probability (P), expressed as a decimal fraction, of a telephone call's being blocked. P.01 is the grade of service reflecting the probability that one call out of 100 during the average busy hour will be blocked.

**PSAP/Public Safety Answering Point** – Facility that has been designated to receive 911/E911 calls and route them to emergency services personnel as provided in 47 C.F.R. § 64.3000(c).

**RFP/Request for Proposal** – The document that sets forth minimum essential contractual and performance requirements, and solicits proposals to meet the needs of the Commission, including all documents and amendments (attached, incorporated by reference, or issued subsequently) used for soliciting proposals.

**Session Minutes of Use (“MOU”)** – The amount of time billed for each completed call. The clock starts when a relay caller connects to the first switch point of the CTRS that connects the call to a CA and stops when the call is disconnected from both the CA and the last relay user. This includes start-up, relay call conversation, and wrap-up time. It does not include holding time waiting for initial contact with a CA. Each CTRS call must have its MOUs measured as the total of its session minutes and fractions of minutes. Individual calls must not be rounded up to the next full minute. A one-month bill cycle and the total call minutes and fractions of minutes (summed over the billing cycle) shall be used for billing purposes.

**Speed Dialing** – A relay service feature that allows a relay service user to place a call using a stored number maintained by the relay service facility. In the context of CTRS, speed dialing allows a CTRS user to give the CA a short-hand name or number for the user's most frequently called telephone numbers.

**STS/Speech-to-Speech Relay Service** – A relay service that allows individuals with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.

**Three-way Calling** – A TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.

**TRS or Telecommunications Relay Service** – Telephone transmission services that provide the ability for an individual who has a hearing or speech disability 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. Such term 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, video relay services, and non-English relay services. TRS supersedes the terms dual party relay system, message relay services, and TDD Relay.

**TTY or Text Telephone** – A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system. TTY supersedes the term TDD, or telecommunications device for the deaf, and TT, or telephone typewriter. For many users, a computer functions as their TTY.

**User Profile** – A list of a user’s preferences, frequently called numbers, and other information maintained by the relay provider, at the user’s request, to facilitate and expedite the completion of calls using CTRS.

**VCO/Voice Carry-Over** – A form of relay service whereby the person with the hearing disability is able to speak directly to the other end user. The CA types the response back to the person with the hearing disability. The CA does not voice the conversation. Two-line VCO is a VCO service that allows relay service users to use one telephone line for voicing and the other for receiving TTY messages. A VCO-to-TTY relay service call allows a relay conversation to take place between a VCO user and a TTY user. VCO-to-VCO allows a relay conversation to take place between two VCO users. This service allows a person with partial hearing ability to hear the other party and see an electronic transmission of the incoming words in almost real time; it further allows the person to voice his or her own conversation back to the other party.

## ATTACHMENT A

### Evaluation Criteria

1. **MANDATORY RESPONSIVENESS REQUIREMENTS** -To be eligible for selection, a proposal must be: (a) timely received from an Offeror, (b) properly signed by the Offeror, and (c) formatted such that all Cost Data are kept separate from and not included in the Technical Submittal.
  
2. **EVALUATION**
  - a. All proposals received shall be subject to evaluation for the purpose of selecting the proposal that most closely meets the requirements of the RFP.
  - b. The evaluation committee's selection shall be subject to the approval of the Commission. The Commission reserves the right to exercise discretion in selecting the qualified Offeror that best meets the RFP requirements and the needs of the Commission.
  
3. **CRITERIA FOR SELECTION** - The following criteria will be used in evaluating the proposals and in making the selection. They are listed in order of relative importance from the highest to the lowest weighted factors:
  - a. **Operational, Technical, and Functional Aspects.**
    - i. **Work Plan:** Emphasis here is on the soundness of the Offeror's approach to providing CTRS. Also considered in this category will be the Offeror's compliance with specific RFP requirements. Total points available for this section are 70.
    - ii. **Cost/Price Rating System:** The Cost/Price area, as outlined in Section L-8, will not be given a specific score. However, it will be carefully considered in performing an integrated assessment of the proposals leading to selection of the best value Offeror.
    - iii. **Reference Rating System:** The references area, as outlined in Section L-4, will have a total point score of 30 points.
    - iv. **LSBDE Point System:** Offerors may qualify for more than one of these categories; the maximum number of points available under this section is 12 points. *See* Section K-1.
    - v. Reference checks will not be limited to specific customer references, but may include other relay and state officials, consumers, and organizations serving people with disabilities.

- vi. The Commission will evaluate each proposal based on the requirements in this RFP. The responder must acknowledge and agree to perform all RFP requirements.

## **ATTACHMENT B**

### **Public Service Commission Procurement Regulations**

To obtain the Public Service Commission's Procurement Regulations, 15 DCMR Chapter 22, go to [www.dcpsc.org](http://www.dcpsc.org), click on the Contracting and Procurement button.

**ATTACHMENT C**

**Disclosure Statement**

List the individuals who will perform the work described in this proposal:

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Please indicate, to the best of your knowledge, if any of those listed are related to the following individuals or has worked for the Public Service Commission, specifically for the following individuals, in the past five (5) years:

Chairman Betty Ann Kane  
Commissioner Richard E. Morgan  
Commissioner Lori Murphy Lee

## ATTACHMENT D

### Certification Relative To Business Continuity

CTRS is a 24/7/365 operation. As such, the Commission expects continuous operation of CTRS during circumstances, including but not limited to, man-made disasters, natural disasters, war- or hostility-caused disasters, pandemics, or other situations or catastrophes that can or may result in possible or actual human suffering, loss of life, hardship, substantial damage or loss of property, or interruption of commerce. As a CVTRS contactor, you (and any affiliates, subcontractors, or suppliers upon whom you rely for the provision of CTRS) will be required to have a plan(s) addressing physical security, cyber security, emergency response, pandemic, and business continuity and/or “all hazards/contingencies.” An all-hazards/contingencies plan ensures the continuity or uninterrupted provision of CTRS, regardless of the cause of potential interruption of service. The plan involves the on-going identification and review of all the elements that go into CTRS, including but not limited to, business succession, business recovery, business resumption, contingency planning, and staffing, regardless of cause of interruption. Accordingly, each Offeror must certify that it and its affiliates, suppliers, and subcontractors to be involved in the provision of CTRS meet or exceed the requirements set forth in this Attachment. This certification must be included in the response to the RFP from each Offeror. Additionally, this certification must be renewed annually by the Offeror.

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#### Certification Relative to Business Continuity

With respect to the CTRS operations:

1. Does your company have a physical security plan?
2. Does your company have a cyber security plan?
3. Does your company have an emergency response plan?
4. Does your company have a disaster recovery plan?
5. Does your company have a pandemic response plan?
6. Does your company have a business continuity plan?
7. Does your company have an all-hazards/contingencies plan?
8. Have your plan(s) been reviewed in the last year and are they updated as needed?
9. Are your plan(s) tested at least annually?
10. Are your plan(s) already on file with any federal agency or with this Commission? If so, which agency? (Do not file a copy of your plans with the Commission unless we specifically request that you do so.)
11. Do your essential suppliers and your subcontractors have the same or a greater level of plans as your own?

Attach a sheet with an explanation of what your safeguards are if “No” or if “N/A” is supplied as a response to questions above.

The foregoing questions and the answers thereto comprise a certification that must be verified by the officer having control of the security planning verification for the Offeror.