

**Q&A's #2 to
Request for Proposals (RFP)
Telecommunications Relay and Captioned Telephone Services
RFP # F50B2400063
June 25, 2012**

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced RFP. The statements and interpretations contained in the following responses to a question by potential Offerors are not binding on the State, unless as addendum expressly amends the RFP.

17. Section 2.2.1 – Copy of Original Contract with CapTel, Inc. Contractor understands that the State needs assurance that the Contractor has an agreement with the sole technology provider and requests a letter and copy of contract as proof. However, many contracts contain non-disclosure clauses which prevent bidders from providing copies of the contract. In light of this, would the State modify the requirement to accept a letter from CTI confirming the Contractor's agreement?

Answer: The State will accept a letter from CTI confirming the Contractor's agreement. See Addendum #3.

32. Page 8 Section 1.2 subsection 7 definition of Average Speed of Answer – Will the State revise the definition to the following:

“Average Speed of Answer (ASA) – The time from when the inbound call is accepted by the Relay provider's switch until the time the call is delivered to, and answered by, an operator ready to process the call. Measurement of speed of answer continues until the accepted call is either abandoned or answered by a live operator. Abandoned calls are included in the calculation of ASA. ASA is calculated on actual calls accepted by the Maryland switch no matter where the call is routed. Weighted averages are not allowed. ASA shall be measured by an average of actual answer times calculated as: the sum of all individual call answer times divided by the number of inbound calls (including, by way of example only, abandon calls), not by periodic sampling, nor by an average of averages. Weighted averages are not allowed.”

Answer: No. The State is not revising the definition of Average Speed of Answer.

33. Page 18 Section 1.30 Non-Visual Access and Page 105, Attachment A – Example of State's Contract, Section 32 – Nonvisual Accessibility Warranty. Both of these requirements were removed from the final version of the 2006 RFP (in Addendum 8). Will the State consider removing these requirements in the current RFP? If the State is not agreeable to removing these requirements, as an alternative, will the State include the following paragraph in both Sections 1.30 and Attachment A – Example of State's Contract, Section 32:

“Notwithstanding the other terms and conditions of this paragraph, it is acknowledged that Contractor is providing a service under the terms of this Contract and that no information technology software is being provided or used in providing the service which requires

accessibility by both visual and non-visual means. Customers have Non-Visual Access through the following means:

A Deaf-Blind TRS user is able to use the relay service via a Braille TTY (Telebraille). So when on a TRS call, the typed information is translated and displayed via refreshable Braille cells.”

Answer: No, the State will not revise these two sections (RFP Section 1.30 and Contract Section 32).

34. Page 27, Section 3.2.4.15.10.4, will the State revise this requirement to match the requirement contained in Addendum 9 of the 2006 RFP which follows:

“All requirements for processing calls, training, and outreach also apply to Speech-to-Speech support (except for ASL translation) that is allowed to be processed in a center other than the Maryland PrimaryRelay Center. However, Speech-to-Speech operators must receive basic ASL training.”

Answer: The State understands you mean Section 3.2.4.15.10.2.4 on Page 27. The State is not revising Section 3.2.4.15.10.2.4. If the inbound or outbound leg of the STS call is an ASL user, ASL translation is the default.

35. Page 24 Section 3.2.3.8 states, “The Contractor shall provide, at a minimum, an outreach and advertising budget of at least \$150,000 annually to be spent on professional advertising, training, and public relations activities.” Is labor cost for the Outreach Coordinator allowed to be included as part of this budget?

Answer: No. The outreach position is like any other position on the contract; positions are included in the proposed price per minute. The labor cost for the Outreach Coordinator is not included as part of the outreach and advertising budget of at least \$150,000 annually to be spent on professional advertising, training, and public relations activities.

36. a) Page 24 Section 3.2.3.8.1 states, “The outreach and training expense is a separate recoverable cost. The State shall receive any funds not expended on the above areas.” Page 36 Section 3.2.11.3.A.vi states, “The Contractor’s rate shall be inclusive of this position and shall also include all expenses relating to the position. Additional expenses beyond those included in the original rate under this contract are not further reimbursable.” The two sections appear to be conflicting. Will the State clarify if the \$150,000 annual budget is a separate recoverable cost or if the bidder’s per-minute rate for Functional Area I should be inclusive of these dollars?

Answer: The only way the Contractor will be paid on the resulting Contract from this procurement is through the rates in Attachment F. The costs for the positions required in this Contract are included in the fully loaded rates in Attachment F. The costs for outreach and training expenses such as printing of outreach materials, etc. are to be included in the outreach and advertising annual budgets.

b) Page 65 Section 3.3.3.5.1 and Page 70 Section 3.3.7.3.5 for Functional Area II outreach contains the same language as used for Functional Area I outreach and also appear to be

conflicting. Will the State clarify if the \$150,000 annual budget is a separate recoverable cost or if the bidder's per-minute rate for Functional Area II should be inclusive of these dollars?

Answer: See answer to 36 a)

37. Page 40 Section 3.2.13.5. ASL Translation/Interpretation. Will the State revise this requirement to match the requirement contained in Addendum 9 of the 2006 RFP which follows:

ASL Translation/Interpretation - ASL Translation/Interpretation is the default for ASL inbound or outbound users unless: 1) otherwise specifically directed by the Relay user; 2) **Speech to Speech (STS) services; and 3) Spanish-to-Spanish services.**

Answer: No. If the inbound or outbound leg of the STS call is an ASL user, ASL translation is the default. Spanish to Spanish service by its definition precludes either the inbound or outbound leg of the call from being an ASL call.

38. Page 65 Section 3.3.3.4 reads, "The State does not require a State owned toll-free access number for CTS." Page 66 Section 3.3.5.1 states that a technical requirement is a "Dedicated Dialed Number Identification Service (DNIS) for the State of Maryland." These requirements appear to be in conflict. Will the State revise Section 3.3.5.1 to match Section 3.3.3.4?

Answer: The State will revise Section 3.3.5.1. No dedicated Dialed Number Identification Service (DNIS) for the State of Maryland is required. See Addendum #3.

39. Page 71, Section 3.3.8.6 – Background Checks. Will the State revise this section and remove the requirement for annual updates?

Answer: No. The State will not revise this section.

40. Page 86, Section 4.1.3 states that "[All pages of both Technical and Financial volumes must be consecutively numbered from beginning to end.](#)" Is it acceptable for the attachments supporting the information in the RFP to have their own numbering system? For example, a training manual, inserted as an attachment, might have its own page numbers and be labeled as A-1.

Answer: It is acceptable for the attachments supporting the information in the RFP to have their own numbering system.

41. Page 86, Section 4.2.2 states that, "An electronic version in MS Word 2003 format is also to be submitted on a CD for both the Volume I- Technical Proposal and the Volume II- Financial Proposal. Some of the information that is required to be submitted (such as Financial Statements required in Section 4.4.3.10) is only available in a PDF. Is it permissible to submit these types of documents in formats other than MS Word 2003?"

Answer: An electronic version in MS Word 2010 or compatible MS Office Products is acceptable. Back-up documentation that must be scanned may be submitted in PDF Format on a CD for both the Volume I- Technical Proposal and the Volume II- Financial Proposal. See Addendum #3.

42. Page 99, Section 7.2 discusses works for hire. This is not a contract for works for hire or production of intellectual property. Will the State consider deleting this clause? If the State is not agreeable to deleting this clause, alternatively will the State consider adding the following language to the current clause?

a) **TECHNOLOGY OWNERSHIP/PATENTS:** The Contractor and/or its subcontractor(s) own certain Relay Technology, consisting of hardware, software code (whether embodied in source, object or machine code), protocols, training materials and methods, scoring methods, accuracy measurement software, operation methods, operator screen layouts, operator procedures, interfaces to other systems and generally all technologies and methods used in the provisioning of the relay services to be provided to the State of Maryland and including certain Patents, Patents Pending, Copyrights and Trade Secrets, all of which shall continue to be "Contractor Intellectual Property" owned by the Contractor and/or its subcontractor(s). Any revisions, enhancements, modifications to or derivatives of such Contractor Intellectual Property shall remain the property of the Contractor and/or its subcontractor(s).

Answer: No. The State will not change Section 7.2.

b) **WRITTEN MATERIALS/OWNERSHIP:** **the State of Maryland shall have the nonexclusive, royalty free right to reproduce, publish or otherwise use materials specifically prepared for the State of Maryland during the term of this contract.** All outreach, public relations, advertising, marketing, brochures, mailings, recordings, drawings, graphic representations, pictures and other copyrightable material developed by the Contractor previous to this date ("Existing Materials") shall remain the property of the Contractor including, but not limited to any registered or pending trademarks/service marks. Any future enhancements, variations, modifications, updates or derivatives of the Existing Materials in print or other media shall remain the property of the Contractor. Any such materials developed in the future by the Contractor which are developed for purposes of the Contractor's relay service generally and not designed or created specifically for and paid for by the State of Maryland shall remain the property of the Contractor.

Answer: No. The State will not change Section 7.2.

c) **REPORT DATA:** Any data or other information gathered or used in reports which is Maryland specific information shall be and remain the property of the State of Maryland.

Answer: No. The State will not change Section 7.2.

43. Page 104, Section 28.1.C discusses claims, damages, losses, costs, expenses, suits or actions. Will the State revise this clause to match the language of the final 2006 contract which follows:

C -1. For Functional Area I-TRS for Traditional Relay Call Types: For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form (collectively, a "claim"), Contractor's liability per claim shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim; provided, however, that except as specified in the last sentence of this

subsection 28.1C, in no event shall Contractor's liability be less than the amount of the claim, nor be greater than \$6,100,000. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

C -2. For Functional Area II-Captioned Telephone Services: For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form (collectively, a "claim"), Contractor's liability per claim shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim; provided, however, that except as specified in the last sentence of this subsection 28.1C, in no event shall Contractor's liability be less than the amount of the claim, nor be greater than \$4,100,000. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

Answer: The State does not have an answer to this question at this time. This question will be answered in a later Question and Answer Set.

44. We have heard that at this week's BPW meeting the Veterans Small Business Enterprise Program was discussed. It is our understanding that the Executive Order goes into effect July 1, 2012

Regulations –

- 1) Adopt regulations and amendments to implement the Veterans Small Business Enterprise procurement program, clarify small procurement regulations and update definition of primary procurement unit;
- 2) Issue an advisory setting forth agency procedures to implement the Veterans Small Business Enterprise procurement program.

Knowing the importance of this procurement focus and the States commitment to SDVOSB's, will RFP Section 1.32 (MBE Subcontract Participation Goal for Functional Area I) be amended to be inclusive of the Executive Order and the SDVOSB goals?

If so, will the vendor be required to participate in both MBE and SDVOSB goals or will the vendor simply be required to participate in one or the other?

Answer: The Contractor will be required to meet the MBE requirements as stated in the RFP. The Veterans Small Business Enterprise Program is not part of this RFP.