

STATE OF SOUTH DAKOTA  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF REHABILITATION SERVICES  
HILLSVIEW PROPERTIES PLAZA  
3800 E HWY 34, C/O 500 E CAPITOL  
PIERRE SD 57501-5070

**Administration of the Telecommunication Relay Services in South Dakota**  
**PROPOSALS ARE DUE NO LATER THAN 5:00 pm (CDT) February 23, 2024**

RFP #: 24RFP9740

State POC: Hailey Bowers

EMAIL: Hailey.Bowers@state.sd.us

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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**PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## 1.0 GENERAL INFORMATION

### 1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Department of Human Services (DHS), Division of Rehabilitation Services (DRS) is publishing a Request for Proposals (RFP) to contract for full-service, confidential, statewide, 24-hours-per-day, 7-days-per-week, functionally-equivalent Telecommunications Relay Services (TRS) to meet the Department of Human Services (DHS) needs and expectations as described within this RFP, as well as any current or future standards established by the Americans with Disabilities Act (ADA) and the Federal Communications Commission (FCC).

### 1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Human Services/Division of Rehabilitation Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Human Services/Division of Rehabilitation Services. The reference number for the transaction is 24RFP9740. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### 1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

*Items due by 5p CST of the Dates Listed*

RFP Publication	January 5, 2024
Offeror Questions Due	January 19, 2024
Responses to Offeror Questions	February 2, 2024
Proposal Submission	February 23, 2024
Anticipated Award Decision/Contract Negotiation	March 12, 2024
Contract Budget Cycle Start Date	June 1, 2024

### 1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the South Dakota Department of Human Services/Division of Rehabilitation Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original and 2 identical copies of the proposal shall be submitted, also include an electronic version with the submission. **The cost proposal must be in a separate sealed envelope and labeled "Cost Proposal".**

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope should be marked with the appropriate RFP Number and Title. **Proposals should be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #24RFP9740  
PROPOSAL DUE February 23, 2024  
STATE POC Hailey Bowers  
DEPARTMENT OF HUMAN SERVICES  
811 E 10th Street  
Dept. 21  
Sioux Falls, South Dakota 57103**

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.6 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

**1.7 CERTIFICATION RELATING TO PROHIBITED ENTITY**

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**1.8 RESTRICTION OF BOYCOTT OF ISRAEL**

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a

person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

## **1.9 CERTIFICATION OF NO STATE LEGISLATOR INTEREST**

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

## **1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

## **1.11 OFFEROR INQUIRIES**

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Hailey Bowers at [Hailey.Bowers@state.sd.us](mailto:Hailey.Bowers@state.sd.us) with the subject line "RFP #24RFP9740".

The State will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's response will be posted on the state's e-procurement system. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

## **1.12 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

**1.13 LENGTH OF CONTRACT**

The Department of Human Services is requesting the contract for a period of five years with a provision for the state to elect to renew service for an additional five-year extension.

**1.14 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

**1.15 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on January 1, 2024, and end on January 1, 2029, with the option for renewal by the state for one (1) five-year period. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current agreement term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.3** The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ \_\_\_\_\_. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.6** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

**A. Commercial General Liability Insurance:**

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

**B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

**C. Business Automobile Liability Insurance:**

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

**D. Worker's Compensation Insurance:**

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

- 2.7** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.8** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

- 2.9** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.10** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.11** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.12** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.13** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.14** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this

Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

- 2.15** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.16** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.19** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.



### **3.0 SCOPE OF WORK**

#### **3.1 BACKGROUND**

- 3.1.1** Telecommunications Relay Services (TRS) is defined in the Americans with Disabilities Act (ADA) as “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. TRS provides full telephone accessibility to people who are deaf, hard of hearing, or speech disabled. Specially trained Communication Assistants (CAs) complete all calls and stay on-line to relay messages either electronically over a Teletypewriter (TTY) or verbally to hearing parties. This valuable communications tool gives all individuals who are deaf, hard of hearing or speech disabled the opportunity to make personal and business calls just like any other telephone user and allows persons with communication disabilities in South Dakota access to the switched public telephone network on a basis comparable to that available to people without such disabilities, and vice versa, in a functionally equivalent manner.
- 3.1.2** During the 1989 session of the Legislature of the State of South Dakota, the South Dakota Codified Law Chapters 49-31-47 to 49-31-56 were passed to provide telecommunications services for state residents with disabilities. The law states a telecommunications fund be created in the state treasury to be used for relay services. An access fee is imposed in the amount of fifteen cents per local exchange service line per month, fifteen cents per cellular telephone per month and fifteen cents per radio pager device per month. The Department of Human Services is responsible for promulgating rules and regulations to implement the telecommunications relay system and ensure that it complies with the federal Americans with Disabilities Act and meets the certification requirements and federally mandated rules and regulations that govern TRS. The Department of Human Services is committed to providing a quality relay service that meets the needs of the people of the State of South Dakota and which satisfies or exceeds the relay system certification requirements of the Federal Communications Commission (FCC) under the Americans with Disabilities Act.

#### **3.2 OBJECTIVE**

- 3.2.1** To allow South Dakota’s deaf, hard of hearing, speech disabled and deaf-blind population access to the switched public telephone network on a basis comparable to that available to people without such disabilities, and vice versa, in a functionally equivalent manner.
- 3.2.2** To ensure the provision of a Telecommunications Relay Service that—at a minimum—keeps up with industry standards but strives to exceed them, and to also ensure that the provision of relay service is flexible and responsive to service demands and is adaptable for implementation of technological advances as they become available.
- 3.2.3** To ensure that the reporting system for TRS provides detailed information on usage patterns, busy times, originating number, number of calls blocked, length of calls, total number of calls handled, complaints, and other pertinent information needed to manage the service, and for periodic assessment of the level of access and quality of the service.
- 3.2.4** To maximize service delivery/cost ratios which permit the most cost-effective operation of the relay service without negatively affecting quality of service.

- 3.2.5** To ensure the provision of effective outreach services that will promote the use of South Dakota Relay as well as to increase public awareness about the services.

### **3.3 PROJECT SCOPE**

- 3.3.1** The telecommunications relay service (TRS), known as South Dakota Relay, shall provide for uniform and coordinated provision of service on a statewide basis.
- 3.3.2** South Dakota Relay Service shall be designed to enable persons with a hearing or speech disability, utilizing TTYs or other means determined to be acceptable by the FCC, to place telephone calls to standard telephone users (and vice versa) by using the telephone assistance of a calling assistance (CA).
- 3.3.3** The underlying standard of the relay service will be to provide users access to the telephone network which is functionally equivalent to that provided to those who are not impaired in their ability to use the telephone. It will include, but not be limited to, the following features: (a) comparable cost to consumers; (b) call blockages no different than those experienced by non-TRS callers; (c) allowing choice of carriers for all types of long distance and toll calls; (d) real-time communications in transmission and reception of text and speech; and (e) using advanced and efficient technology as it becomes available and technically feasible.
- 3.3.4** South Dakota TRS must be provided 24 hours a day, for all 365 days a year, including holidays. South Dakota citizens shall be able to place relay calls to and receive calls from other person in South Dakota, the nation, and the world with no limit on the number or length of calls.
- 3.3.5** In addition to three-digit, 7-1-1 dialing, the existing state-owned, nationwide, toll-free numbers shall be used. All current toll-free numbers and any additional toll-free numbers provided under this solicitation will remain the property of the Department of Human Services. The current toll-free numbers for access to South Dakota Relay are:
- |                |              |   |
|----------------|--------------|---|
| <b>3.3.5.1</b> | 800-877-1113 | 7-1-1/TTY/Voice/ASCII/HCO                     |
| <b>3.3.5.2</b> | 877-866-8950 | South Dakota Relay Customer Service (English) |
| <b>3.3.5.3</b> | 877-981-2117 | VCO   |
| <b>3.3.5.4</b> | 877-981-9744 | STS   |
| <b>3.3.5.5</b> | 877-981-9743 | Spanish                                       |
- 3.3.6** South Dakota Relay Service shall comply with all state and federal requirements for intrastate and interstate telecommunications relay service. At a minimum, it shall comply with the requirements of the American with Disabilities Act and rules and regulations published by the Federal Communications Commission regarding Telecommunications Relay Service found at 47 C.F.R. Section 64.601 et seq. If there is any discrepancy between any of these requirements, the more stringent requirements shall apply. The Contractor shall aid the Department of Human Services in renewing FCC certification.
- 3.3.7** The Contractor must provide all necessary facilities, equipment, software, circuits, telephone service, personnel, training, setup, testing, reporting, and other program elements as may be needed for the implementation and operation of South Dakota Relay Service. A viable contingency plan must be in place to prevent any significant disruptions or impairments to service in the event of adverse or man-made or natural occurrences.

The State intends to maintain FCC certification for its services, so they must meet current FCC requirements for the types and quality of services provided. Future enhancements required by the FCC will also be met and/or the State may determine that enhancements not required by the FCC should be initiated. In either instance, this would likely result in negotiated price changes with the Contractor.

### **3.4 GENERAL REQUIREMENTS**

#### **3.4.1 LOCATION AND CAPABILITIES OF RELAY CENTER(S)**

- 3.4.1.1** Offeror's relay center(s) supporting a resulting contract of this RFP shall be located within the United States. An in-state relay call center is not a requirement of this RFP.
- 3.4.1.2** Proposals shall identify the number and location of relay center(s) where South Dakota Relay TRS traffic will be routed, including a description of the call routing procedure as well as information on the routing by call types or features (i.e. if STS or Spanish calls are routed only to specific centers as opposed to all centers). Within thirty (30) days of Contract execution, the Contractor shall also provide a list of the range of CA numbers that will be used for each relay center South Dakota TRS traffic is routed to. Any changes, additions, or deletions to this list shall be submitted to the Department of Human Services within thirty (30) days.
- 3.4.1.3** The Department of Human Services may conduct site visits for quality assurance and contract oversight at any of the Contractor's existing relay centers that process the State's relay calls. The Contractor shall accommodate these site visits.
- 3.4.1.4** Relay center(s) must be constructed and operated in such a manner that access to CA position workplace is denied to the public and unauthorized employees of the Contractor. Proposals shall describe what measures shall be in place to secure the relay center(s) from unauthorized access and malicious actions from both outside and from within the relay center(s)' physical and logistical environments.
- 3.4.1.5** Relay centers shall be constructed and operated in such a manner as to ensure call privacy and confidential CA workspace. CA workspace equipment and structural accommodations shall prevent relay users on one call from overhearing a CA processing another call.
- 3.4.1.6** Contractors shall ensure that the work area for STS CAs is quiet and free from distractions so that STS CAs have the ability to hear and concentrate on STS users' speech.

#### **3.4.2 QUALITY ASSURANCE AND QUALITY CONTROL**

- 3.4.2.1** The quality of relay service shall be continuously evaluated by the Contractor in collaboration with the Department of Human Services. Proposals shall describe the Quality Assurance Plan for conducting, quantifying, recording and scoring quality assurance testing for South Dakota TRS. Proposals shall also explain the mechanism to ensure that the remedies for any problems found during testing will be incorporated into policies to improve the quality of relay services. The Contractor shall provide the Department of Human

Services with any and all independent third-party quality testing results for South Dakota TRS.

- 3.4.2.2** South Dakota's TRS users shall be provided opportunities for input on the quality of relay service. Proposals shall describe how relay users will be included in evaluation of the relay service. Specifically, this description shall explain methods for soliciting consumer input and how the recommendations will be incorporated into the policies for the provision of relay service.

### **3.5 FCC REGULATIONS / COMPLIANCE**

- 3.5.1** FCC Regulations for the Provision of Telecommunications Relay Services pursuant to Title IV of the Americans with Disabilities Act, Pub. L. No. 101-336, § 401, 104 State. 327, 366-69 (adding Section 225 to the Communications Act of 1934, as amended), 47 U.S.C. § 225; 47 C.F.R. § 64.601-64.606. All current standards and regulations, and any future standards relating to TRS adopted by the FCC, or regulations codified by the FCC, are hereby incorporated by reference as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. The Department of Human Services may negotiate with the Contractor in the event of FCC mandated changes in the provision of relay services which require an increase in price.
- 3.5.2** All contractors will submit positive statements with respect to their willingness to comply with all work requirements described in this RFP, and with the general contract requirements and the terms and conditions specified in this RFP. The TRS must meet all requirements necessary for certification by the FCC; therefore, if any of the following requirements conflict with current FCC certification requirements, the FCC requirements shall prevail. All contractors will clearly describe and explain any proposed deviations from or changes to the RFP requirements for consideration by the State in the appropriate section of the proposal and in the transmittal letter. The State reserves the right to reject any proposal including such deviations or changes.

### **3.6 EMPLOYMENT OF STATE PERSONNEL**

- 3.6.1** The Contractor shall not knowingly engage on a full time, part time or other basis with any individual involved in preparation of this RFP, or the selection and/or award of the resulting contract for one year following the start date of the contract.

### **3.7 OWNERSHIP**

- 3.7.1** All reports, documentation and material developed or acquired by the Contractor, as a direct requirement specified in the contract, shall become the property of the State of South Dakota. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the State. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall become the property of the State.

### **3.8 PAYMENT**

- 3.8.1** After the close of each month, the Contractor will submit an invoice to the State Relay Administrator for the previous month's work, and the State will make payment within thirty

(30) days of receipt of said invoice. Total reimbursement shall not exceed the cost outlined in the cost proposals submitted for TRS and accepted by the State.

### 3.9 HISTORICAL CALL VOLUME FOR TRS

- 3.9.1 Based on contract years beginning June – May, South Dakota’s Historical Call Volume for TRS follows:

**TRS Total Session Minutes**

Month	2019	2020	2021	2022	2023
June	1,177	1,118	1,203	971	502
July	1,247	1,015	1,619	795	448
August	962	870	1,004	603	765
September	1,286	1,192	1,149	860	533
October	1,977	1,101	690	670	559
November	1,263	731	1,001	653	731
December	1,277	1,073	1,010	600	2,098
January	966	864	839	722	627
February	1,262	552	620	793	736
March	1,183	1,302	897	635	963
April	963	1,347	1,123	514	354
May	1,288	1,256	881	596	555
<b>Total Session Minutes</b>	<b>14,857</b>	<b>12,426</b>	<b>12,041</b>	<b>8,418</b>	<b>8,877</b>

### 4.0 SCOPE OF WORK CONTINUED

#### 4.1 DEFINITIONS

In order to facilitate contractor understanding of this RFP, the following definitions apply:

- 4.1.1 **7-1-1:** The abbreviated dialing code for accessing most types of relay services anywhere in the United States.
- 4.1.2 **9-1-1:** The abbreviated dialing code that enables users to be connected to emergency services from anywhere in the United States.
- 4.1.3 **Abandoned Call:** An inbound call that is disconnected in queue before it reaches a CA’s workstation.
- 4.1.4 **American Sign Language (ASL):** A visual language based on hand shape, position, movement, and orientation of the hands in relation to each other and the body.
- 4.1.5 **Appropriate PSAP:** Either a Public Safety Answering Point (PSAP) that the caller would have reached if he/she had dialed 9-1-1 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.
- 4.1.6 **ANI:** Automatic Number Identification is a means of identifying the telephone number of the party originating the telephone call. This is accomplished through the use of analog or digital signals that are transmitted along with the call as well as equipment that can decipher those signals. The difference between ANI and caller ID is that the information is delivered before the first ring with ANI and between the first and second rings with Caller ID.

- 4.1.7 ASCII:** An acronym for American Standard Code for Information Interexchange which employs an eight bit code and can operate at any standard transmission baud rate including 300, 1200, 2400, and higher.
- 4.1.8 Average Speed of Answer (ASA):** The time from when the inbound call is accepted by the provider's switch until the time the call is delivered to, and answered by, a CA ready to process the call. Abandoned calls are included in the calculation of ASA.
- 4.1.9 Baudot:** A seven bit code, only five of which are information bits. Baudot is used by some text telephones to communicate with each other at a 45.5 baud rate.
- 4.1.10 Blocked Calls:** Any call that arrives at the provider's switch that is not answered by a live CA ready to process the call within 90 seconds, or any customer receiving a busy signal.
- 4.1.11 Call Duration:** The actual length of time between the setup and the call wrap-up of an outbound call.
- 4.1.12 Call Release:** A feature that allows the CA to sign-off or be "released" from the telephone line after the CA has set up a telephone call between the originating TTY caller and a called TTY party, such as when a TTY user must go through a TRS facility to contact another TTY user because the called TTY party can only be reached through a voice-only interface, such as a switchboard.
- 4.1.13 Call Set-Up:** The time period when a CA connects to an incoming relay call to the moment the relay call is connected to the called party. This includes the preparation process (dialing, ringing, and status report). Once the caller and called party are connected, this ends the call set-up.
- 4.1.14 Call Wrap-Up:** The time beginning when one of the relay parties disconnects to the moment the CA disconnects the last party.
- 4.1.15 Called Party:** The outbound leg of a relay call (i.e. the person being called by the inbound leg or calling party).
- 4.1.16 Calling Party:** The inbound leg of a relay call (i.e. the person placing the outbound call to the called party).
- 4.1.17 Common Carrier or Carrier:** Any common carrier engaged in interstate communication by wire or radio as defined in section 3(h) of the Communications Act of 1934, as amended (the Act), and any common carrier engaged in intrastate communication by wire or radio, notwithstanding sections 2(b) and 221(b) of the Act.
- 4.1.18 Communications Assistant (CA):** A person who transliterates or interprets conversation between two or more end users of TRS [47 C.F.R. §64.601(7)]. For the purposes of this solicitation and Contract, the term "CA" is not intended to be product specific and may be used interchangeably with similar terms used throughout the industry (e.g. relay operator). The Department of Human Services prefers the term "CA".
- 4.1.19 Completed Outbound Call:** An outbound call which is answered by the called party, which includes any person at the called party's number, an answering machine, voice mail, or is answered when forwarded from the called party's number to another location, such as another number.

**4.1.20 Contract Administrator / State Relay Administrator:** The individual in the Department of Human Services who is responsible for administering the Contract and resolving operational day-to-day questions and issues. The current Contract Administrator for this Contract is:

TRS/Deaf Services Program Specialist  
Hailey Bowers  
Division of Rehabilitation Services  
811 E 10<sup>th</sup> St Dept 21  
Sioux Falls, SD 57103  
Phone: 605-362-3630  
Fax: 605-367-5327

**4.1.21 Contractor:** The offeror awarded the Contract under this RFP.

**4.1.22 Conversation Minutes or Conversation Time:** The period beginning from the point the relay call originator is connected to the called party, an answering machine, or voice mail, and ending when either party disconnects from the CA. Conversation minutes do not include the time in queue, call set-up, call wrap-up, busy signals or no-answers.

**4.1.23 Customer Preference Database:** A database that allows callers to enter specific information into a profile in order to expedite their call set-up time. Such information often includes the caller's name and address, long distance profile, frequently dialed numbers, out-dial messages for identification purposes, call block, out-dial restrictions, emergency numbers, and other customer notes.

**4.1.24 FCC:** Federal Communications Commission.

**4.1.25 FCC TRS Regulations:** The Federal Communications Commission Telecommunications Relay Service Regulations in 47 C.F.R. §64.601-64.606.

**4.1.26 Functionally Equivalent:** Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective communication.

**4.1.27 General Assistance Calls:** The category of incoming calls not associated with an outgoing call attempt for reasons that may include, but are not limited to: either the CA or the calling party cannot hear or read the other because of technical problems; the calling party may only be seeking information from the CA; the calling party may have misdialed; or the calling party may have forgotten the number of the party he or she wishes to reach.

**4.1.28 GOS:** Grade of Service. A term indicating the probability that a call attempted will receive a busy signal. A P.01 Grade of Service means that the user has a 1% chance of reaching a busy signal.

**4.1.29 Hearing Carry Over (HCO):** A form of TRS where 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 is an HCO service that 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.

- 4.1.30 Inbound Call:** An inbound call refers to the portion of the communications connection from the calling party into the relay service center. An inbound call can be a general assistance call, an inbound call associated with an outbound call or number of outbound calls, or a call that is abandoned after reaching the relay switch but before being answered by the CA.
- 4.1.31 Incomplete Outbound Call:** An outgoing call which is not answered by the called party. This includes calls which ring with no answer and calls which receive a line busy or trunk busy response.
- 4.1.32 Interconnected VoIP Service:** An interconnected Voice over internet protocol (VoIP) service is a service that: enables real-time, two-way voice communications; requires a broadband connection from the user's location; requires internet protocol-compatible customer premises equipment (CPE); and permits users generally to receive calls that originate on the public switched telephone network.
- 4.1.33 Internet Protocol (IP) Relay:** Text to voice relay. Text is typed on a computer accessing the Internet to contact a CA who then places an outbound landline call to the called party.
- 4.1.34 IVR:** Interactive Voice Response.
- 4.1.35 IXC:** Interexchange Carrier.
- 4.1.36 LATA:** Local Access Transport Area.
- 4.1.37 LEC:** Local Exchange Carrier.
- 4.1.38 Non-English Language Relay Service:** A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other than English to communicate with voice telephone users in a shared language other than English, through a CA who is fluent in that language.
- 4.1.39 NPA:** Number Plan Area (i.e. Area Code).
- 4.1.40 NXX:** The three digits following the area code which indicate the exchange, which is a geographic area (such as a city and its environs) established by a regulated telephone company for the provision of local telephone services.
- 4.1.41 Offeror:** Any individual, company, corporation, or other entity submitting a proposal in response to this Request for Proposal (RFP).
- 4.1.42 Outbound Call:** An outbound call refers to the portion of the communications connection from the relay service center to the called party. Any time an attempt is made to call a party from the relay service, whether the party receives the call (complete) or not (incomplete), it is called an "outbound call."
- 4.1.43 P.01:** The standard upon which blockage is measured. Signifies one (1) call blocked out of one hundred (100) incoming calls.



- 4.1.44 Public Safety Answering Point (PSAP):** A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 CFR 64.3000(c).
- 4.1.45 Regionally Directed Toll-Free Number:** An outbound line that receives an inbound ANI and directs the call to a specific location.
- 4.1.46 Session Minutes:** The measured time period from the point when a CA connects to an incoming relay call until the moment the CA disconnects the last party. This period shall include the set-up and wrap-up time of the call.
- 4.1.47 Speech-to-Speech (STS):** A telecommunications 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.
- 4.1.48 Speed of Answer:** The time required for an inbound call to be answered by a CA ready to service relative to the initial incoming signal receipt at the providers call equipment.
- 4.1.49 Speed Dialing:** A TRS feature that allows a TRS user to place a call using a stored number maintained by the TRS facility. In the context of TRS, speed dialing allows a TRS user to give the CA a "short-hand" name or number for the users most frequently called telephone numbers.
- 4.1.50 SS7 (Signaling System 7):** An architecture for performing out-of-band signaling in support of the call establishment, billing, routing, and information-exchange functions of the public-switched telephone network (PSTN). It identifies functions to be performed by a signaling-system network and a protocol to enable their performance.
- 4.1.51 State:** The State of South Dakota.
- 4.1.52 Telecommunications Relay Services (TRS):** 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."
- 4.1.53 Text Telephone (TTY):** 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.
- 4.1.54 Three-Way Calling Feature:** A TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.
- 4.1.55 Translation/Interpretation:** The act of voicing ASL into spoken English or typing spoken English back to an ASL user, in an English structure matching the register of the ASL user.

**4.1.56 TSP:** The Telecommunications Service Priority Program authorizes national security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits or other telecommunications services.

**4.1.57 User:** Includes either the calling or called party in a relay call.

**4.1.58 Video Relay Service (VRS):** A telecommunications relay service that allows people with hearing or speech disabilities who use sign language to communicate with voice telephone users through video equipment. The video link allows the video relay interpreter to view and interpret the party's signed conversation and relay the conversation back and forth with a voice caller.

**4.1.59 Voice Carry-Over (VCO):** A form of TRS where 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 TRS users to use one telephone line for voicing and the other telephone line for receiving TTY messages. A VCO-to-TTY TRS 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.

**4.1.60 WPM:** Words per minute.

## **4.2 OPERATIONAL STANDARDS**

### **4.2.1 COMMUNICATIONS ASSISTANT (CA)**

**4.2.1.1** TRS providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.

**4.2.1.2** CAs must have competent skills in grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages, and etiquette. CAs must possess clear and articulate voice communications.

**4.2.1.3** Aids may be used to reach the communication requirements. Providers must give oral-to-type tests of CA speed.

**4.2.1.4** CAs answering and placing a TTY-based TRS call must stay with the call for a minimum of ten (10) minutes. CAs answering and placing an STS call must stay with the call for a minimum of twenty (20) minutes.

**4.2.1.5** TRS providers must make best efforts to accommodate a TRS user's requests when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.

**4.2.1.6** TRS shall transmit conversations between TTY and voice callers in real time.

### **4.2.2 STAFFING QUALIFICATIONS AND CALLING ASSISTANT (CA) STANDARDS**

**4.2.2.1** The Contractor shall ensure the active recruitment of persons with disabilities, including individuals who are deaf, deafblind, hard of hearing, and speech disabled. Preference should also be given to recruiting and hiring individuals with American Sign Language (ASL) fluency, relay service experience, and experience working with the Deaf and/or speech-disabled communities. Proposals shall detail employee recruitment and selection procedures, and document outreach to the Deaf and speech-disabled communities for

the purpose of staff recruitment. All staff must be familiar with the special needs of the customer bases which will be served and should have the ability to communicate with those populations.

- 4.2.2.2** All relay service staff of the Contractor, including management, shall receive training in disability issues, including, but not limited to: Deaf culture; ASL; issues relating to hard-of-hearing, late-deafened and speech-disabled users; diversity issues; ethics; and confidentiality as appropriate to his/her position. Proposals shall describe the disability issues trainings offered to relay services support staff and management to enable all staff who directly or indirectly are involved with relay service (e.g. human resources, accounting, information systems, and engineering) to have an understanding of the needs of the end user of relay service.
- 4.2.2.3** Proposals shall demonstrate that persons selected and employed as CAs meet all proficiency requirements as specified in this RFP. CAs shall be able to relay the contents of calls expeditiously and accurately without intervening in the communications. Requirements include, but are not limited to, the following:
- 4.2.2.3.1** Education: Possess a high school diploma or GED equivalence (at a minimum). Completion of college-level coursework is preferred.
  - 4.2.2.3.2** Spelling Skills: At a minimum, possess spelling skills at a level equivalent to those used in the first year of college.
  - 4.2.2.3.3** English Language Skills: Possess proficient skills in English grammar and vocabulary at a level equivalent to those used in the first year of college.
  - 4.2.2.3.4** Spanish CAs must be fluent in Spanish and have proficient skills in Spanish grammar and vocabulary.
  - 4.2.2.3.5** CAs shall be able to speak in a clear, articulate, understandable manner using names, words and pronunciations which can easily be understood by South Dakota citizens.
- 4.2.2.4 Translation/Interpretation:** TRS CAs shall have an ability to understand callers using limited English or ASL; to translate/interpret limited written English or ASL to correct spoken English; and to type spoken English back to an ASL user in an English structure matching the register of the ASL user. In the event a CA cannot translate ASL to English and vice versa, the offeror shall ensure that a person fluent in ASL translation is available at all times from anywhere in the relay center to assist CAs with ASL translation. Proposals shall demonstrate how CAs will be trained to interpret/translate typewritten ASL; the testing procedures used to measure the level of the CA's ability to interpret/translate ASL; the frequency with which this level is tested; and the acceptable scoring range. Proposals shall also detail the screening procedures for translator/interpreters who are fluent in ASL who will be providing assistance to the CAs with ASL translation; staffing ratios of translator/interpreters to CAs; and procedures to summon and utilize the ASL translator/interpreters.
- 4.2.2.5 CA Policies and Procedures Manuals:** Within thirty (30) days of the Contract execution, the Contractor shall provide the Department of Human Services with complete CA Policies and Procedures Manuals for TRS CAs which shall include, but not be limited to: confidentiality; handling of emergency and crisis calls, including all forms used by CAs and/or supervisors in relation to 9-1-1; consequences of non-compliance with policies; and functions and roles of a CA. CAs shall conduct themselves in a professional manner

at all times. Proposals shall include any "Code of Ethics" that CAs and any other people employed at the relay center shall abide by and describe measures used to enforce these ethics.

**4.2.2.6 CA Policies and Procedures Manuals:** Within thirty (30) days of the Contract execution, the Contractor shall provide the Department of Human Services with complete CA Policies and Procedures Manuals for TRS CAs which shall include, but not be limited to: confidentiality; handling of emergency and crisis calls, including all forms used by CAs and/or supervisors in relation to 9-1-1; consequences of non-compliance with policies; and functions and roles of a CA. CAs shall conduct themselves in a professional manner at all times. Proposals shall include any "Code of Ethics" that CAs and any other people employed at the relay center shall abide by and describe measures used to enforce these ethics.

**4.2.2.7 CA Training Manuals:** Within thirty (30) days of the Contract execution, the Contractor shall provide the Department of Human Services any CA training manuals/materials. All updates shall be submitted to the Department of Human Services at the time they are incorporated into the Contractor's CA/training materials.

**4.2.2.8** CAs do not have to tolerate obscenity directed at them. Proposals shall specify how these situations will be handled. CAs shall not make a value judgment on the profanity, obscenity, or legality of any conversation between the inbound and outbound parties; even if the conversation is referring to themselves or another CA, this shall not be construed as obscenity directed at the CA unless the inbound or outbound caller uses an obscene comment when speaking directly to the CA. Escalation procedures of obscenity/abuse shall be in place. It is acceptable to transfer callers who are using obscenities directed at the CAs to a supervisor or Customer Service.

#### **4.2.3 CONVERSATION CONTENT**

**4.2.3.1** CAs must convey the full content, context, and intent of the communication they relay. CAs shall be as transparent as possible to relay users. CAs must strive to maintain functional equivalence for both the TTY relay user (and other call type user) and the standard phone user when communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed. CAs shall accurately and faithfully convey the spirit and content of all calls. Unless requested otherwise by a user, the CA will relay all calls according to the following procedures:

**4.2.3.1.1** CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the TRS relay user specifically requests summarization, or if the TRS user requests interpretation of an ASL call.

**4.2.3.1.2** Full Control of the Relay Call Remains with the TRS User. The CA shall follow the relay user's instructions for all calls. The relay user shall have the option of telling the CA what aspects of the call she or he will handle. For example, the relay user may request to introduce relay services to the called party, rather than have the operator do it.

**4.2.3.1.3** TRS CA's may request that the speaking party slow down if necessary to ensure comprehension of the conversation. However, CAs shall remain transparent during the set-up and throughout the call.

- 4.2.3.1.4** Neutral Position. CAs shall not counsel, advice, or interject personal opinions or additional information in any relay call. This also means the CA shall not make any value judgments on the obscenity or legality of any messages. Furthermore, the CAs shall not hold personal conversations with anyone calling through the relay service.
- 4.2.3.1.5** Call Status. CAs shall keep the relay user informed of the status of the call, including, but not limited to: "(dialing)", "(ringing)", "(busy)", "(disconnected)", "(transferring to the billing department)", "(fax sound)", or "(on hold)". The CA shall maintain contact with the caller during any "hold" period, for the purpose of receiving instructions from the caller such as "hang up and dial again," or "hang up and call another number." Relay users can receive the last few words relayed if the person on the other line disconnects while using the feature referred to as Variable Time Stamp Macro. Voice or HCO users shall have the option of listening during call set-up (i.e. ringing, busy).
- 4.2.3.1.6** Comments to the CA. All comments directed to either party by the CA shall be relayed.
- 4.2.3.1.7** Keep the User Informed. CAs shall to the best of their abilities, relay the tone of voice of the standard phone user and any background noise the CA hears (e.g. baby crying, dog barking, flipping pages, typing, music, etc.) to deaf or hard of hearing users. Descriptive words shall be used to convey the tone or emotion (e.g. "sounds angry" "sounds like crying" "sounds like foreign accent"). Proposals shall include a list of descriptive words used to convey various tones. Training sessions shall include a discussion of such words and instruction on how to "interpret" the relay user's tone of voice or emotion into descriptive words.
- 4.2.3.1.8** CA Number. TRS users shall be given the CA's identifying number at the beginning and end of the relay call, such as: CA XXXX. A relay user shall be informed if there is a change of CA during the call and be given the new CA number when the change of CA is made. The CA shall voice this information to any user who receives information by auditory means. TRS providers shall accommodate a TRS user's requests when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.
- 4.2.3.1.9** Change of CA during a Call. Change of a CA during a call is discouraged. A CA must stay on a STS call for a minimum of twenty (20) minutes or on a TRS call for a minimum of ten (10) minutes. If a change is necessary, both parties shall be informed, and the new CA identification number shall be announced. Regardless of the situation, the CA will wait until either party has completed their exchange before executing an in-call replacement. CAs shall be changed when requested by a relay user. The CA may not request an explanation for the requested switch of CAs. Proposals shall include a description of the procedure in the event that a call must be transferred to another CA.
- 4.2.3.1.10** Requesting ASL Translation/Interpretation. Either the inbound or outbound caller may request ASL translation/interpretation. If the CA is unable to translate the conversation, a person fluent in ASL and English must be available. The Contractor shall ensure that the translator/interpreter can be summoned directly by a CA in an expeditious and efficient manner from anywhere in the relay center.

- 4.2.3.1.11** An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. The STS user shall be able to choose, on a call-by-call basis or in their customer database, whether or not the other party will be allowed to hear the speech-disabled person's voice. They shall also be able to choose when and how much assistance they want from the STS CA at any time during a call, such as whether the STS CA shall clarify one word or to begin to voice from the point requested on.
- 4.2.3.1.12** STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if s/he wants the CA to repeat the same information during subsequent calls. The STS CA may retain the information only for as long as it takes to complete the subsequent calls.
- 4.2.3.1.13** STS CAs shall never guess what the speech disabled caller says but will request clarification. For example: "Apple" differs from "ample," "articulate" differs from "article," "pants" differs from "Lance."
- 4.2.3.1.14** STS users will be able to immediately confirm the STS CA dialed the right number if a busy signal is reached. The STS CA will repeat the number aloud to confirm.
- 4.2.3.1.15** STS users will have the option to have their voice muted.
- 4.2.3.1.16** STS users shall have a means when dialing 711 to promptly reach a CA.

#### **4.2.4 CONFIDENTIALITY / PRIVACY**

- 4.2.4.1** Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls.
- 4.2.4.2** Relay service shall be provided in a manner that ensures confidentiality regarding existence and content of conversations as required by applicable laws and regulations. All calls shall be totally confidential, meaning that no written or electronic record or notes shall be kept beyond the duration of the call. The Contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purposes.
- 4.2.4.3** Proposals shall outline the confidentiality policies, including policies for handling violations of confidentiality and any confidentiality exceptions that may arise. Proposals shall also include a copy of a confidentiality pledge form the Contractor will use to preserve confidentiality. CAs must be required to sign the pledge of confidentiality, promising not to disclose the identity of any callers or any information obtained during the course of relaying calls, either during the period of employment as a CA or after

termination of employment. Such policies should include practices employees are encouraged to use to prevent unintentional disclosure of relayed conversations.

**4.2.4.4** When training new CAs by the method of sharing past experiences, trainers shall not reveal any of the following information: names, genders, or ages of the parties to the call; originating or terminating points of the call; or the specifics of the information conveyed. CAs shall not discuss, even among themselves or with their supervisors, any names or specifics of any relay call, except in instances of resolving complaints. CAs may discuss the general situation with which they need assistance in order to clarify how to process a particular type of relay call. CAs shall be trained to ask questions about procedures without revealing names or specific information which would identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or relay center, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.

**4.2.4.5** Observing or listening to actual calls by anyone other than the CA is prohibited except for training or monitoring purposes.

**4.2.4.6** The Contractor and their employees shall not use any information obtained from relay calls for any other telecommunication services or business interest provided by the Contractor, nor shall they make any such information available for sale.

#### **4.2.5 CALL TYPES REQUIRED**

**4.2.5.1** The Contractor shall ensure that the relay center has the capability of processing calls in a manner that allows users of each call type to initiate or receive a call using their preferred call type mode. The Contractor shall be capable of handling any type of call normally provided by telecommunications carriers unless the FCC determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call. All dedicated lines for specific types are to be answered first in that call type, while having the ability to switch to any other call type when needed by the inbound caller. All call types will be reimbursed on a standard session minute basis. These required call types are as follows:

**4.2.5.1.1 Text-to-Voice:** A person with a hearing or speech disability uses a special text telephone, called a TTY, to call the CA. TTYs have a keyboard and allow people to type their telephone conversations. The text is read on a display screen and/or a paper printout. The CA speaks what the text user types and types what the standard phone user speaks.

**4.2.5.1.2 Voice-to-Text:** A standard phone user calls a CA who relays the call to a person with a hearing or speech disability using a special text telephone called a TTY. The CA types the conversation to the TTY user and voices to the standard phone user.

**4.2.5.1.3 Voice Carry Over (VCO):** The capability to allow a customer who is unable to hear on the phone but has voice capabilities to speak directly to a standard phone user via relay. The CA will type the standard phone user's conversation to the VCO user. VCO users shall have the option to choose to keep conversations more private by requesting that the CA not hear the VCO caller speaking. The CA will only listen to the standard phone user and type the conversation to the VCO user.

**4.2.5.1.4 2-Line VCO and Reverse 2-Line VCO:** A VCO user with two (2) telephone lines can use one line to speak directly to the standard phone user while the

other line is used to receive the communications assistant's typed responses. One of the phone lines must have three (3)-way calling service enabled by the local exchange carrier (LEC).

- 4.2.5.1.5 VCO-to-TTY:** The capability to allow a VCO user and TTY user to communicate via relay. The CA will type the VCO user's words to the TTY user, and the TTY user will type directly to the VCO user.
- 4.2.5.1.6 VCO-to-VCO:** The capability to allow a VCO user to communicate with another VCO user via relay. The CA will type the spoken words of each VCO user.
- 4.2.5.1.7 Hearing Carry Over (HCO):** The capability to allow a speech-disabled customer to listen directly to a standard phone user via relay. The CA will voice the HCO user's conversation as it is typed. HCO users shall have the option to choose to keep their conversations more private by requesting that the CA not hear the standard phone user speaking and only voice responses from the HCO user to the standard phone user.
- 4.2.5.1.8 2-Line HCO and Reverse 2-Line HCO:** An HCO user with two (2) telephone lines can use one line to listen to the standard phone user directly while the other line is used to type to the communications assistant who then voices to the standard phone user. One of the phone lines must have three (3)-way calling service enabled by the LEC.
- 4.2.5.1.9 HCO-to-TTY:** The capability to allow an HCO and TTY user to communicate via relay. The CA will voice the TTY user's conversation to the HCO user. The TTY user will see the HCO user's typed conversation.
- 4.2.5.1.10 HCO-to-HCO:** The capability to allow an HCO user to communicate with another HCO user via relay. The CA will voice the typed words of each HCO user.
- 4.2.5.1.11 Speech-to-Speech (STS):** The capability for individuals with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who can understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.
- 4.2.5.1.12 Video-Assisted Speech-to-Speech (V-A STS):** A V-A STS user calls the STS telephone number to connect with the STS communications assistant. The V-A STS communications assistant then initiates a one-way video session to the STS user. The V-A STS communications assistant then places a telephone call to the hearing person using standard STS procedures. The V-A STS communications assistant is able to see the STS customer via video to use visual cues during the conversation to improve the quality of the call over the standard STS call. The STS user will then talk to the hearing person on the telephone with the V-A STS communications assistant providing support as requested.
- 4.2.5.1.13 Spanish Language Relay Service:** Spanish-to-Spanish and translation from English to Spanish and Spanish to English relay services shall be offered for all TRS call types.

#### **4.2.5.2 CALL TYPE COMMUNICATION**



- 4.2.5.2.1** The Contractor shall ensure that all relay call types have the ability to communicate with each other via relay.

#### **4.2.5.3 HANDLING OF 7-1-1 CALLS**

- 4.2.5.3.1** 800-877-1113 is the current, dedicated toll-free number (translation code) for 7-1-1 dialing access for all TRS call types. The number (800-877-1113) is the property of the State of South Dakota and is therefore portable to the next provider.
- 4.2.5.3.2** Calls to 7-1-1 when the preferred connection mode is unknown shall be answered first in voice mode.
- 4.2.5.3.3** A self-learning database which automatically registers a customer's preferred communication method may be used for South Dakota Relay calls accessed by dialing 7-1-1. A customer's request for permanent branding or call type identification shall override any self-learning database that was used if the caller dialed 7-1-1.
- 4.2.5.3.4** Speech-to-Speech users calling into relay service through 7-1-1 shall be transferred to a STS communications assistant without requiring the relay user to take any additional steps.
- 4.2.5.3.5** Spanish language users calling into relay service through 7-1-1 shall be transferred to a communications assistant fluent in Spanish without requiring the relay user to take any additional steps.
- 4.2.5.3.6** Proposals shall describe how they will provide 7-1-1 access to South Dakota Relay, including: how they will educate common carriers providing telephone voice transmission services to ensure the calls are properly routed; how and what the answering sequence will be (see Section 6, subsection 4.5.1., above); if and how permanent branding and/or Customer Preference Database information will be used in the processing of 7-1-1 calls; and how the network is being or will be configured to segregate 7-1-1 traffic from other 800/877 traffic for monitoring purposes.

#### **4.2.5.4 ACCESS TO 900 NUMBERS OR ANY PAY-PER-CALL NUMBERS**

- 4.2.5.4.1** The Contractor shall provide access to 900 numbers and any other pay-per-call numbers. The proposal must describe the procedure that will be used to implement this service, including how calls from a line that has 900 number blocking will be identified and handled. The proposal must include a detailed billing procedure for such calls.
- 4.2.5.4.2** Calls made to pay-per-call numbers placed through the Relay system shall be billed to the caller at the same rate that would apply if the calls had been placed without the use of the relay service.

#### **4.2.5.5 WIRELESS CALLS**

- 4.2.5.5.1** South Dakota Relay services shall be compatible with cellular services; personal communications services (PCS), paging services, beepers, and mobile radio services. Proposals shall describe how these services will be handled, including determining the call type and procedures for ensuring accurate billing.

- 4.2.5.5.2** The Contractor shall explain their capabilities for supporting Real-Time Text (RTT) and High-Definition Audio. Include in the explanation call routing and processing procedures for RTT calls, features, implementation timelines, and any RTT specific outreach efforts.

#### **4.2.5.6 REGIONALLY DIRECTED / RESTRICTED NUMBERS**

- 4.2.5.6.1** The Contractor shall ensure that relay users will be able to access regionally directed toll-free numbers. These numbers would typically be accessible to the relay user in his or her calling area. Example: AAA has a national toll-free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the relay center ANI is transmitted, the call will be routed to the state where the relay center is located, which most likely would not be the state where the relay user is located.
- 4.2.5.6.2** The Contractor shall ensure that relay users are able to access regionally restricted toll-free numbers regardless of where the call center is located.

#### **4.2.5.7 HANDLING OF EMERGENCY CALLS**

- 4.2.5.7.1** TTY-based TRS providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.
- 4.2.5.7.2** Even though most of South Dakota is covered by 9-1-1 centers trained to handle direct calls from citizens who are deaf, hard of hearing, or speech-disabled, and these citizens are encouraged to call 9-1-1 directly, the Contractor shall have policies and procedures for handling and referring emergency and hotline calls that it receives. Proposals shall include these procedures for TRS, as well as detail the call routing procedures and interaction between the CA and 9-1-1 dispatcher. The Contractor shall use a system for incoming emergency calls that (at a minimum) automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). The CA shall ensure that the caller's telephone number is passed to the PSAP when a caller disconnects before being connected to emergency services. Proposals shall also specifically describe processing procedures for emergency calls from users accessing relay via mediums other than landlines.
- 4.2.5.7.2.1** ANI / ALI. The Contractor shall have the ability to receive the call information digits from the inbound caller, store the information digits, and send the information digits out on the outbound call in a manner that will enable the PSAP to use the information to obtain the name, address, and location of the inbound caller without input from the CA.
- 4.2.5.7.2.2** Change of CAs. Only a supervisor who has been involved in the entire call may replace a CA during a 9-1-1 call.

- 4.2.5.7.2.3** Call Forms for 9-1-1 Calls. All forms used by CAs and/or supervisors in relation to 9-1-1 calls shall be included in the policy documentation.
- 4.2.5.7.2.4** PSAP Verification. The Contractor shall submit a report to the Department of Human Services listing all PSAP phone numbers and verifying that all South Dakota PSAP numbers have been tested to ensure the accuracy of the list. Verification and testing shall be done at a minimum of every six (6) months, or at any time changes are made to the list.
- 4.2.5.7.2.5** The Contractor shall report monthly to the Department of Human Services the number of calls to 9-1-1 via South Dakota Relay and if there were any problems in contacting the appropriate 9-1-1 center.
- 4.2.5.7.2.6** The policy shall include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line.)

**4.2.5.7.3** Providers shall describe how misdialed calls by hearing individuals who intended to dial 9-1-1 but dial 7-1-1 in error will be handled.

#### **4.2.5.8 STS CALLED NUMBERS**

- 4.2.5.8.1** Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

#### **4.2.5.9 ANSWERING MACHINE PROCEDURES**

- 4.2.5.9.1** Proposals shall include a detailed description of the procedures to be used when relaying calls to and/or from answering machines or other voice processing systems.
- 4.2.5.9.2** The CA shall relay recorded messages from, and leave recorded messages on, telephone answering machines or other voice processing systems at the request of the caller. The CA will inform the caller when an answering machine has been reached and transmit to the caller the full content of the outgoing message, unless otherwise directed by the caller. The TRS CA will ask the caller if s/he wishes to leave a message. The CA shall relay the caller's complete message to the machine, either by voice or by TTY. If the caller instructs the CA to leave a TTY message on a voice answering machine, or if an answering machine has both voice and a TTY outgoing message, the CA will leave the message as instructed. The CA will confirm to the caller that the message has been left. The caller shall only be charged for the initial call, regardless of the number of re-dials required to capture the full outgoing message and to leave a message.
- 4.2.5.9.3** The CA may use a "hot key" to alert the user to the presence of a recorded or interactive message for the number called. The CA may be allowed to record interactive or recorded messages to be used in order to facilitate the existing call, for the length of the call only.

**4.2.5.9.4** STS users shall be able to choose to dictate a message to the STS CA in advance so that the STS CA can recite a prepared message to an answering machine.

**4.2.5.9.5** CAs shall retrieve messages from voice processing systems (answering machines, voicemail, etc.) and relay a TTY message to a standard phone user or a voice message to a TTY user. Proposals shall include a detailed description of the Contractor's ability and procedures to be used when retrieving messages from answering machines at the same location or from remote location answering machines.

#### **4.2.5.10 CALL RELEASE**

**4.2.5.10.1** The Contractor shall provide call release functionality for TRS calls. This capability allows a TTY user to connect to another TTY user via relay if that connection requires communication with a standard phone user to complete the call. Examples include, but are not limited to, prepaid calling cards with voice prompts, and hospital or hotel switchboards. This feature allows the CA to sign off or be "released" from the telephone line without triggering a disconnection between two TTY users, after the CA connects the originating TTY caller to the called party's TTY. Once the CA signs off, or is "released" after the two TTY parties are connected, the call ceases to be a TRS call subject to the per-minute charge to the Department of Human Services. Additionally, the CA shall release a TRS relay call if a relay user of any call type reaches a person using the same protocol or call type that will be accepted instead of the user mode originally called. TRS relay users shall not have to re-dial a number to leave a message, receive fax on demand at the end of a conversation, or continue the call with an acceptable (to the caller) replacement using like phone equipment.

#### **4.2.5.11 THREE-WAY CALLING**

**4.2.5.11.1** The Contractor shall provide three-way calling functionality. Three-way calling is a feature that allows more than two (2) parties to be on the telephone line at the same time with the CA. Proposals shall describe their procedures for facilitating or handling three-way calling through relay.

#### **4.2.5.12 CUSTOMER PREFERENCE DATABASE**

**4.2.5.12.1** The Contractor is to provide a customer record sometimes known as a "Customer Database" or "Customer Profile." Information in the customer's record shall be automatically synchronized in the Contractor's system so that the information is available to the CA at the time of connection with the inbound caller, thus ensuring that the customer's calls are processed faster and more efficiently and ensuring that the customer will not be required to contact the Contractor more than once to give the same information.

**4.2.5.12.2** The following information shall be included in the proposal: a list of all information, by field, collected in your Customer Preference Database for TRS; the procedure that the customer would use to set up and/or change his/her profile, including the amount of time from setup or modification until full implementation; a description of quality control procedures to ensure information is correctly entered into the system and the information is able to be retrieved appropriately; a description of education/outreach on the

Customer Preference Database; and security protections.

- 4.2.5.12.3** The Contractor shall provide speed dialing functionality that allows a TRS user to place a call using a stored number maintained by the Contractor. In the context of TRS, speed dialing allows a TRS user to give the CA a “short-hand” name or number for the users most frequently called telephone numbers.
- 4.2.5.12.4** The Contractor shall offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.
- 4.2.5.12.5** The Contractor shall allow TRS customers to request permanent call type identification (e.g. HCO, TTY, Voice, VCO, 2-line VCO, ASCII, etc.) according to their ANI, so that future calls through the relay center are automatically answered and set up according to their call type identification.
- 4.2.5.12.6** The Contractor will provide a mechanism to enable any TRS user, at the user’s discretion, access to their personal preference information from any phone. An example of a mechanism is to enter a Personal Identification Number (PIN). Proposals shall describe the mechanism used to allow relay users access to their personal preference information from any phone.
- 4.2.5.12.7** The Contractor shall agree that the data and record format of the Customer Preference Database is the property of the Department of Human Services.
- 4.2.5.12.8** The Contractor shall have the ability to accept customer profile data from the previous provider and transfer customer profile data to an incoming provider as stated in the FCC Rules 47 C.F.R. §64.604(c)(7). Such data must be disclosed to any incoming provider in a usable form at least sixty (60) days prior to the Contractor’s last day of service in order to ensure minimum disruption to customer calls.
- 4.2.5.12.9** The Contractor shall not use any data collected from a TRS user for any purpose other than to connect a user with the called party desired by that TRS user. The Contractor shall not sell, distribute, share, or reveal any portion of the Customer Preference Database, unless required by law. The Contractor shall not use any information obtained from relay calls to support other business interests.
- 4.2.5.12.10** The Contractor shall have the ability to accept customer profile data from the previous provider and transfer customer profile data to an incoming provider as stated in the FCC Rules 47 C.F.R. §64.604(c)(7). Such data must be disclosed to any incoming provider in a usable form at least sixty (60) days prior to the Contractor’s last day of service in order to ensure minimum disruption to customer calls.

## **4.3 TECHNICAL STANDARDS**

### **4.3.1 AVERAGE SPEED OF ANSWER**

- 4.3.1.1** TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to

CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

**4.3.1.2** TRS facilities shall, except during network failure, answer eighty-five percent (85%) of all calls within ten (10) seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten (10) seconds begins at the time the call is delivered to the TRS facility's network. Abandoned calls shall be included in the speed-of-answer calculation. Average speed of answer shall be measured on a daily basis. Liquidated damages may be assessed for any day that answer time standards are not met. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

**4.3.1.3** The call is considered delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live CA ready to relay the call. An answered call does not include the call being put in queue or on hold or being answered for any other reason except the immediate initiation of the actual outbound call. ASA must be measured by an average of actual answer times for South Dakota Relay calls calculated as the sum of all individual call answer times divided by the number of inbound calls, not by periodic sampling, nor by an average of averages.

**4.3.1.4** South Dakota Relay desires that the services provided by the Contractor will exceed the 85/10 ASA standard. Proposals shall describe and provide evidence of the capability to meet and/or exceed the ASA requirement.

#### **4.3.2 CARRIER OF CHOICE ACCESS**

**4.3.2.1** The Contractor shall provide equal access to the TRS user's chosen interexchange carrier through the relay service to the same extent such access is provided to standard telephone users in South Dakota.

**4.3.2.2** Proposals shall establish and describe methods to be utilized to provide access to the caller's requested carrier.

**4.3.2.3** The Contractor shall establish and submit a plan within six (6) months of Contract execution to encourage all IXC and dial-around services operating in South Dakota to be available for South Dakota TRS calls. This plan shall also ensure that these carriers are informed of the steps required to allow their calls to be processed through relay service.

**4.3.2.4** The Contractor shall provide to the Department of Human Services a list of all carriers contacted, the Point of Contact (POC) for the carrier, and the status of the carrier's availability/accessibility via South Dakota Relay within six (6) months of Contract execution.

**4.3.2.5** The Contractor shall ensure that relay users can request their carrier of choice either by direct request to the CA, or automatically via the information in the Customer Preference Database.

**4.3.2.6** Direct request for a carrier of choice shall override the information in the Customer Preference Database for the initial outbound call and consecutive outbound calls made in accordance with the inbound call.

**4.3.2.7** Explanation of carrier of choice shall be included in all appropriate relay publications.

### **4.3.3 REDUNDANCY FEATURES**

**4.3.3.1** South Dakota TRS must be provided 24 hours a day, for all 365 days a year, including holidays.

**4.3.3.2** TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.

**4.3.3.2.1** Relay center(s) must have backup systems sufficient to allow the relay center(s) to operate at busy season or busy hour load for a minimum of twelve (12) hours after a power failure. The uninterruptible power must support the switching system and its peripherals, switch room environment (i.e. air conditioning or heating, fire suppression system, emergency lights and system alarms), CA consoles/terminals, work site and facility lighting, and Call Detail Record (CDR) recording.

**4.3.3.3** Switching System. The Contractor shall have redundancy of equipment and the ability to upgrade the system and perform preventative maintenance without taking the system offline.

**4.3.3.4** Redundant Relay Center(s). In the event of a complete system shutdown at one of the centers, the Contractor shall have the capability of re-routing calls to other functional centers.

### **4.3.4 TECHNOLOGY**

**4.3.4.1** No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. Proposals shall describe the methods used to ensure that relay service will be progressively modified to incorporate state-of-the-art relay service technology that fosters the availability of telecommunications to persons with disabilities. Include a discussion of how you will keep the Department of Human Services informed of opportunities for technological and service changes and upgrades. Include in the description the process used to evaluate the recent technology.

### **4.3.5 CALLER ID**

**4.3.5.1** The Contractor shall pass, send, and receive all calling line identification information, or "Caller ID," from all relay users calling through South Dakota Relay. With each outbound relay call placed by a CA, the inbound relay caller's 10-digit phone number shall be automatically provided to the outbound relay called party for display on the called party's Caller ID display. This includes users calling through the South Dakota Relay facility on both local and carrier of choice (i.e. long distance) relay calls. This also includes providing blocking information to the called party. The relay caller's number shall not be automatically passed on to the called party if the calling party has Caller ID blocking invoked by their local telephone company or if the customer requests blocking. Note: for this requirement to be fully functional, the called party must also have Caller ID services provided by their local telephone company or other functionally equivalent services, and must have compatible equipment capable of displaying Caller ID. Such provisions may include access and application of Signaling System 7 (SS7) technology. TRS facilities that utilize SS7 technology shall be subject to the Calling Party Telephone Number rules

set forth at 47 CFR. 64.1600 et. seq. Proposals shall include specifics on how Caller ID and/or SS7 technology will be provided.

#### **4.3.6 ASCII AND BAUDOT**

**4.3.6.1** Telecommunications equipment and software utilized in the provision of TRS, including station terminals, shall be capable of receiving and transmitting in both Baudot and ASCII codes, and be compatible with TTY devices in service and shall also receive, access, and communicate with computers at any speed available. Proposals shall include a discussion of whether or not compatibility with alternate protocols (codes for sending and receiving conversations) is provided. Examples include, but are not limited to, "Turbo Code" and "E-Turbo Code" from Ultratec, "Fast Type" from Krown, and "High Speed" from Ameriphone. If alternate protocols are provided, discuss how these services are integrated into relay facilities and services.

#### **4.3.7 BLOCKAGE RATE**

**4.3.7.1** The Contractor shall ensure adequate staffing to provide South Dakota Relay callers with efficient access under projected calling volumes so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. Additionally, a TRS facility shall ensure that adequate network facilities shall be used in the provision of TRS so that under projected call volumes, the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

**4.3.7.2** The average daily blockage rate for all calls to each of the South Dakota Relay access telephone numbers shall be no greater than P.01 (one call out of 100). If a call rings or is in queue/hold in excess of ninety (90) seconds, it is to be considered a blocked call.

**4.3.7.3** Proposal shall explain how blocked calls are measured.

#### **4.3.8 OPERATOR SERVICES**

**4.3.8.1** The Contractor shall provide access to the same level of standard operator services as those provided to standard phone users.

**4.3.8.2** The Contractor shall provide callers with access to local and long-distance directory assistance at a cost rate no greater than the cost rate charged to standard telephone users. Proposals shall briefly describe how this service will be provided and billed to end users. After the number is obtained through directory assistance, the caller may choose to place the call through relay or to dial direct.

#### **4.3.9 CALL TYPE DETERMINATION**

**4.3.9.1** The Contractor shall have a call recognition method to accurately determine and record the call type of all inbound calls for proper call set-up and for accurate call type reporting.

**4.3.9.2** Proposals shall describe the methodology used to determine the call type and shall state the amount of time necessary to determine the call type.

#### **4.3.10 CALL VOLUME FLUCTUATIONS**



- 4.3.10.1** The Contractor must have the capability to meet all possible call volumes, including potential long-term increases in call volume and short-term “spikes” of increased calls for all call types while maintaining the service standards specified in this RFP. Describe and detail how such long-term increases will be handled, as well as unanticipated surges in traffic. The description shall include a discussion of traffic analysis, including the methodology for predicting changes in service demand, and plans for expanding trunk capacity, CA work stations, staffing, facilities, and equipment capacity.

#### **4.3.11 DISASTER RECOVERY PLAN**

- 4.3.11.1** Contractor shall have plans, documented in writing, for disaster recovery, continuity of operations and pandemic. These plans shall deal with all types of natural and man-made disasters including, but not limited to, terrorism, loss of structure(s), loss of infrastructure, loss of switching equipment, telephone line cut and pandemic type illness. Plans shall contain detailed levels of escalation that shall be deployed for handling of potential disasters to provide continuity of TRS relay operations with little or no impairment to the TRS relay services.
- 4.3.11.2** The Contractor shall notify the Department of Human Services by phone or email of any event which impedes to any degree the processing of South Dakota Relay calls for a period of more than thirty (30) minutes. Such notification shall take place within three hours of the time the event begins. The notification should explain how the problem will be corrected and give an approximate time and date when relay service will be in full operation.
- 4.3.11.3** The Contractor shall provide the Department of Human Services with a written report within three calendar days following the resumption of TRS operations after a Notification of Disaster. The written report shall contain, but is not limited to, the following:
- 4.3.11.3.1** How the problem occurred.
  - 4.3.11.3.2** When the problem occurred.
  - 4.3.11.3.3** What was required to correct the problem?
  - 4.3.11.3.4** Time and date when the TRS relay resumed full operation.
- 4.3.11.4** Disaster recovery, continuity of operations and pandemic plans shall be:
- 4.3.11.4.1** Reviewed and updated as necessary to accommodate changes in staff, contact information, etc.
  - 4.3.11.4.2** Communicated within Contractor’s organization.
  - 4.3.11.4.3** Safeguarded in multiple locations in multiple formats (e.g., electronic, printed, etc.).
- 4.3.11.5** Upon request the Contractor shall provide a copy of their disaster recovery, continuity of operations and pandemic plans to the State for review.

#### **4.3.12 SERVICE LEVELS AND LIQUIDATED DAMAGES**

- 4.3.12.1** The State, at its sole discretion, may adjust the billing for a given month by reducing the payment for any day in which the FCC standards related to blockage rate and average speed of answer are not met and for not meeting service start-up or for any service outage. The State will assess the adjustment only after consideration of any natural or man-made problems (weather event, line cut, etc.) and whether the Contractor is making reasonable efforts to restore service to established standards. Contractors should comment on this provision, including describing an alternate mechanism they feel would accomplish the same goals in a way more agreeable to them. If the inclusion of this provision in the RFP has resulted in an increase in their proposed cost per minute, contractors should indicate the amount of that increase.
- 4.3.12.2** Amounts due to the Department of Human Services as liquidated damages shall be offset against any monies due the Contractor pursuant to the Contract. The Department of Human Services shall notify the Contractor of any claim for liquidated damages pursuant hereto on or before the date the Department of Human Services deducts such sums from money payable to the Contractor. The total amount of liquidated damages cannot exceed the limits of the Contract. Any liquidated damages that are assessed are in addition to and not in limitation of any other rights or remedies of the Department of Human Services.
- 4.3.12.3** The parties acknowledge that in the event of a failure by the Contractor to meet the performance requirements, damage shall be sustained by the Department of Human Services, and that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damages which the Department of Human Services will sustain in the event of and by reason of such failure. The Contractor therefore agrees that it shall pay the Department of Human Services for such failures, at the sole discretion of the Department of Human Services, the amounts set forth in Section 2.20.

#### **4.3.13 UNSOLICITED FEATURES / SERVICES**

- 4.3.13.1** This RFP specifies minimum requirements for the State's relay service. Nothing in this section or other sections of this RFP is intended to prohibit proposals from offering or including additional relay service(s)/feature(s) to users at no additional cost to the State. Any additional service(s)/feature(s) which are proposed should indicate the service(s)/feature(s), how it works, how it would improve the system, which customers would benefit from the service(s)/feature(s), and any other information the Department of Human Services needs in order to evaluate the service(s)/feature(s). Other service(s)/feature(s) that could be provided for a small additional charge may also be described. Additional service(s)/feature(s) may or may not be included in the Contract, at the discretion of the Department of Human Services.
- 4.3.13.2** Relay Conference Captioning (RCC) (optional): Proposer may offer for the Agency's consideration conference calling with real-time captioning capabilities, enabling text relay users to equally participate in a conference call with three (3) or more individuals. RCC is, most often, but not exclusively, used for business meetings. The real-time captioning shall be accomplished via a court reporter or other similarly qualified individual. The conversation, typed as real-time captions, shall be able to be transmitted and displayed on a PC. At least one conference participant must be a South Dakota Relay text user. A pre-assigned PIN system may be established to prevent misuse. A report shall be included showing the number of conference calls each month. Proposals shall indicate if RCC is available and, if so, provide a description of RCC call procedures and features to include but not be limited to: the availability of the RCC users to contribute to the conversation by typing comments into a text window to be read aloud by the captioner; service availability; scheduling procedures and availability, including the minimum amount of time to schedule prior to service delivery and any other

information required to be provided by the user when scheduling; RCC equipment/system requirements, if any (i.e. software, hardware, applications, Internet speed/capacity, telephone equipment/service, etc.); technical support availability; security procedures, including ensuring confidentiality; transcription rate ranges; accuracy rates; limits (if any) to the number of participants on the call; transcript options; customizable display features; and consumer education/outreach. The per-minutes charges for RCC, if available, shall clearly be delineated on PRICING SCHEDULE 3, and shall include any pricing conditions (i.e. minimum assignment/RCC call length, etc.).

## **4.4 FUNCTIONAL STANDARDS**

### **4.4.1 CONSUMER COMPLAINT PROCEDURES**

**4.4.1.1** State providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.

**4.4.1.2** Proposals shall include the procedures to implement a twenty-four (24) hour per day process for handling complaints, inquiries, comments, and commendations regarding the relay services and relay center personnel. Include a sample of any complaint/feedback forms that will be used and describe the respective roles of the account manager and others who will be handling consumer complaints, concerns and ideas. A summary of complaint/feedback procedures shall be included in printed outreach materials. The complaint, comment, inquiry and commendations procedures shall include, but not be limited to, the following:

**4.4.1.2.1** Content and Procedures. All TRS complaints, whether verbal or written, are to be documented, and must include the date and time the complaint was filed; customer contact information unless the customer declines to give the information; the customer's preferred method of contact (e.g. phone, email, etc.); point of contact (supervisor, Customer Service, account manager, outreach staff, Department of Human Services staff, etc.); CA number, if given; nature of complaint; resolution or immediate steps taken toward a resolution; date and time of resolution; complaint tracking number; and days to resolution (if applicable). All complaints and relevant information concerning the complaint are to be kept on file with the Contractor for the length of the Contract. Any complaint not resolved within seventy-two (72) hours shall be forwarded to the Account Manager and the Department of Human Services. All contacts shall be reported on the monthly Customer Contact Summary, which is contained in the monthly report provided to the Department of Human Services (see Section 4.8.3.26).

**4.4.1.2.2** Complaint Records. To enable the State to meet its complaint resolution responsibilities to the FCC, to monitor the quality of relay services being provided by the Contractor, and to ensure that the Contractor is making reasonable efforts to resolve complaints, the Contractor will make the full contents of the complaint record/file available to the State, upon request, and provide the known names and contact information of any complainant to the Department of Human Services Contract Administrator, if requested.

**4.4.1.2.3** Follow-up. Complaints not resolved within seventy-two (72) hours will

have all follow-up information included and forwarded to the Department of Human Services as follow-up steps occur. Complainants shall be asked to provide their contact information and their preferred method of contact, to facilitate follow-up of the complaint. Follow-up with the customer shall clearly indicate the problem and the steps taken toward resolution. All follow-up, including the date and explanation of the final resolution, will be documented and reported to the Department of Human Services. The Department of Human Services reserves the right to intervene or advocate on behalf of the customer at any time during the resolution process. All written notifications sent to customers by the Contractor shall include contact information for the Department of Human Services Contract Administrator and the FCC.

**4.4.1.2.4** Supervisor Availability. The Contractor shall ensure that any user of the relay center will be able to reach a supervisor or administrator while still on line during a relay call. Proposals shall explain how this will be accomplished.

**4.4.1.2.5** Monthly Customer Contact Summaries. Monthly Customer Contact Summaries shall be submitted to the Department of Human Services as described in Section 4.8.3.26.

**4.4.1.2.6** Multiple Complaints During One Contact. If a relay customer's complaint contains multiple issues, then each issue shall be documented and tallied individually within the customer complaint report.

**4.4.1.3** An annual narrative report and log summarizing and tabulating the monthly information regarding complaints for all types of TRS calls, including the total number of all complaints received for each twelve (12) month period ending May 31, shall be prepared and provided to the Department of Human Services for submission to the FCC. The log must be received by the Department of Human Services in electronic Microsoft Word-compatible format no later than June 14 of each year. The Annual Complaint Log must contain (at a minimum) the following reporting categories for each complaint: the date the complaint was filed; the nature of the complaint; the date of resolution; the complaint tracking number; and an explanation of the resolution.

#### **4.4.2 PUBLIC ACCESS TO INFORMATION**

**4.4.2.1** Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall provide ongoing education and outreach programs that publicize the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.

#### **4.4.3 CUSTOMER BILLING AND CALL RECORD STANDARDS**

**4.4.3.1** TRS users shall pay rates for intrastate and interstate long distance calls that are no greater than the rates paid for functionally equivalent voice communication 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. Proposals shall explain all customer billing procedures and call record standards.

**4.4.3.1.1** Proposers shall describe education/outreach information, if any, provided to relay users, to explain the processing of any toll calls and the change in customer billing procedures. Proposers shall explain the procedures they have implemented for both call processing and information dissemination regarding the change in billing procedures for relay users who had previously registered a Carrier of Choice in their Customer Preference Database.

**4.4.3.2** The Contractor shall comply with all conditions and requirements found in FCC CG Docket No. 03-123, ORDER, released August 24, 2016, which granted temporary (for a two (2)-year period, or until the effective date of a FCC rulemaking or other decision as to the continuing application of the requirement to traditional TRS and STS, whichever occurs first) waivers for the equal access and billing options requirements as applied to traditional TRS and STS.

#### **4.4.3.3 TOLL FREE ACCESS**

**4.4.3.2.1** The Contractor shall provide for inter-LATA and intra-LATA toll call access to the relay center for calls that originate or terminate in South Dakota or are made by South Dakota residents using the long-distance carrier of choice for inter-LATA and intra-LATA calls, at no greater than the rate for those same types of calls that can be made without relay. If a call is free on a direct call, then it must be free on a South Dakota Relay call. If a call is a toll call on a direct call, then the same toll charges must apply to the relay call. Proposals shall contain an explanation of how these types of calls will be handled and when necessary, explained by the CA to the caller.

**4.4.3.2.2** The Contractor is permitted to offer discount long distance service to relay service consumers so long as the discounts reasonably relate, under the functional equivalency principle, to equalizing the cost of the call based on the added length of a TRS call. The FCC prohibits only those long-distance discounts for relay service consumers that go beyond ensuring that the long-distance service cost of the relay call is equivalent to what that cost would have been for hearing parties. Programs directed at giving the consumer an incentive to make a TRS call in the first place, or to place a longer TRS call than the consumer might otherwise make, are prohibited. Proposals shall include a description of any discounts for long distance service that are offered by the offeror.

#### **4.4.3.3 COIN SENT PAID**

**4.4.3.3.1** The Contractor shall accept alternative billing arrangements from payphones. Proposals shall contain a description of how relay calls will be processed and billed from payphones, including a description of how relay service users are educated about how they can reach relay service centers from pay phones.

#### **4.4.3.4 TOLL-FREE CALLS**

**4.4.3.4.1** The Contractor shall offer calls to 800, 888, 877 and all other toll-free numbers. The calling party shall bear no charges for calls terminating within a toll-free calling scope. The Contractor shall recover their cost for

interstate toll-free service according to the percentage split mechanism as defined by the FCC-designated Interstate TRS fund administrator.

#### **4.4.3.5 ASK FOR CARRIER OF CHOICE**

- 4.4.3.5.1** If the information is not included in the customer's profile and is not noted by the TRS user, the Contractor shall ask the relay user his/her long distance or intra-LATA toll carrier of choice for each call. If a methodology has been developed which allows receipt of information on the caller's carrier of choice automatically from the LEC, a description of that methodology shall be included in the proposal.

#### **4.4.3.6 CARRIER OF CHOICE IS NOT AVAILABLE**

- 4.4.3.6.1** If the inbound TRS caller's carrier of choice is not available via South Dakota Relay, the call may be placed by the Contractor or a default provider, after asking if this is acceptable to the inbound caller. Long distance and toll calls placed and billed by the Contractor shall be billed to the caller at the Contractor's lowest subscriber rate. Casual user charge or other additional charges may not apply and shall not be charged to the caller. Proposals shall specify the long-distance provider to be used if the caller does not specify a carrier of choice.
- 4.4.3.6.2** Immediately after a relay customer makes a request for a carrier of choice that is unavailable, the Contractor shall make every possible attempt to add the requested carrier. Proposals shall describe the process used to inform carriers and encourage their presence at the relay center switch.

#### **4.4.3.7 CARRIER OF CHOICE IS AVAILABLE**

- 4.4.3.7.1** The Contractor shall be able to pass a call to any carriers available at the relay center switch to enable equal access to the relay user's carrier of choice in a functionally and cost equivalent manner.

#### **4.4.3.8 PAID CALLS**

- 4.4.3.8.1** Relay users shall have the option to use a credit card, make person-to-person calls, collect calls, calls charged to a third party, and alternate billing method typically available to the general telephone user. Proposals shall explain the procedures for making these alternate forms of billing available to TRS users.
- 4.4.3.8.2** The Contractor shall allow multiple outbound calls to be placed using a calling card or phone debit card without having to supply the CA with the toll-free number, PIN, or access code and card instructions each time an outbound call is associated with the same inbound call.
- 4.4.3.8.3** Contractor may decline to complete a call because credit authorization is denied.

#### **4.4.3.9 INTERSTATE AND INTERNATIONAL COST REIMBURSEMENT**

- 4.4.3.9.1** The Contractor shall be required to relay interstate and international calls that originate or terminate in South Dakota. The Contractor shall seek reimbursement for the processing of these calls from the mechanism

established and maintained by the FCC-designated Interstate TRS fund administrator. The Contractor shall not include in its bill for South Dakota relay service any charges or time associated with interstate or international calls.

#### **4.4.3.10 LAND-LINE FLAT RATE CALLING PLANS**

- 4.4.3.10.1** The Contractor shall ensure that a customer having an expanded flat rate calling plan is able to place relay calls to points within the expanded local calling area without incurring any charges for the calls.

#### **4.4.3.11 WIRELESS FLAT RATE CALLING PLANS**

- 4.4.3.11.1** Proposals shall discuss how cellular telephone calls will be billed and how offerors will ensure that flat rate plans purchased by wireless users enable them to access TRS without incurring any additional charges. In addition to cellular telephones, this will include, but not be limited to: text pagers; Personal Data Assistants (PDAs); and/or other wireless devices able to initiate and receive text messaging.

#### **4.4.3.12 INVOICING / BILLING RECORD**

- 4.4.3.12.1** The Contractor shall ensure that call detail record generation will be automated and available for audit and real-time monitoring by the Department of Human Services or its designee. The system shall generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a relay service call, and requiring the caller to pay said amount with the caller's regular telephone bill payment. Hand-written tickets or call records are not acceptable.
- 4.4.3.12.2** Proposals shall describe the system and process for creating call detail records to be used for Contractor compensation, invoicing, and the identification and recording of toll calls for end user billing purposes. Proposals shall include identification of any billing subcontractors, duties, and how and when the call billing detail record is to be transmitted to the billing agent (if any). Proposals shall also contain a sample bill format which shows how long-distance charges will appear on the end user's bill. Proposals shall specify the information contained in the call detail record, which shall include, but not be limited to:
- 4.4.3.12.2.1** Telephone number (NPA-NXX-XXXX) or credit/calling card number to be billed.
  - 4.4.3.12.2.2** Originating and terminating telephone numbers (NPA-NXX-XXXX).
  - 4.4.3.12.2.3** Date of the call.
  - 4.4.3.12.2.4** Start time for end user billing: the actual time the calling party is connected to the called party or to an answering machine at the called party's number, or intercept message for the called number.

- 4.4.3.12.2.5** End time for end user billing: the time when either the called or calling party hangs up.
- 4.4.3.12.2.6** The start and end time of the call as defined for Contractor compensation purposes (includes call set-up and wrap-up time).
- 4.4.3.12.2.7** The call type (e.g. person-to-person, collect, etc.).
- 4.4.3.12.2.8** Length of call rounded up to not more than the nearest tenth (1/10) of a minute (the amount of time in between start time and end time).

#### **4.4.3.13 ROAMING**

- 4.4.3.13.1** TRS Roaming. The Contractor shall provide roaming services to South Dakota Relay residents/users who originate and terminate a call in another state, using a South Dakota Relay toll-free access number.

### **4.5 CUSTOMER SERVICE ACCESS**

- 4.5.1** The Contractor shall provide toll-free Customer Service for all TRS call types twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year. Customer Service shall be accessible to Spanish language relay users. The existing Contractor-owned nationwide toll-free Customer Service number (800-676-3777) is currently used for the convenience of all callers wishing to call the Customer Service line directly. The Contractor shall ensure direct access to Customer Service for all South Dakota callers and ensure that all calls from South Dakota callers be answered as "South Dakota Relay Customer Service". The Contractor shall ensure that callers accessing the Customer Service number are not subject to excessive delays before reaching a Customer Service representative. Customer Service shall provide information and instructions on the use of the relay and its features and assist with any questions or problems the user may have related to the relay service. Customer Service shall also be a contact point for people wishing to compliment or complain about the relay service. All information and referral calls received by the CA shall be transferred immediately and directly to Customer Service for processing. Prior to transferring the call, the CA shall provide the direct Customer Service telephone number to the customer. The CA shall still transfer the call if the customer declines to receive the direct Customer Service telephone number.

### **4.6 TELECOMMUNICATIONS SERVICE PRIORITY (TSP)**

- 4.6.1** The Contractor shall meet Federal TSP requirements. Proposals shall include evidence or supporting documentation to prove that all of the offeror's and/or subcontractor's associated circuits that are utilized to process calls in any relay center owned or operated by the offeror participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment of 3.

### **4.7 CALL EFFICIENCY AND BACKUP**

- 4.7.1** The ultimate cost of the relay service to the State will be based on the price per session minute, which factors in the efficiency of the relay center in handling calls. It is anticipated that a more efficient relay service could handle calls more rapidly, perhaps resulting in fewer minutes per call and reduced costs to the State. It is also anticipated that increased call efficiency would also



make the relay service more attractive to all call type users, thus resulting in greater use of the relay service. Lacking a way to measure call efficiency precisely, proposals shall indicate the combination of hardware, software, staffing, training or procedural innovations they will use to maximize call efficiency. Proposals shall include the results of any internal studies conducted to measure improvements made in call efficiency that could be expected as part of the proposed services.

**4.7.1.1** The Contractor's system shall be as automated as possible to ensure cost effectiveness and macros utilized when possible.

**4.7.1.1.1** Within thirty (30) days after Contract execution, the Contractor shall provide to the Department of Human Services a complete, detailed list of all macros used or planned to be used. For the duration of this Contract, all modifications to this list shall be given to the Department of Human Services at least one week before implementation.

**4.7.1.2** The Contractor's system should have an automatic spell check and auto correction function. This is a service that automatically corrects many of the CAs' spelling, typographical, and grammatical errors. Proposals shall describe the system utilized and how it functions.

**4.7.1.3** The Contractor's system should have the ability to change TTY abbreviations to full words upon request of the customer. As an example: a late-deafened VCO user who is not comfortable with TTY abbreviations may prefer full words.

**4.7.1.4** Automatic Number Identification (ANI) technology shall be used so that no caller is required to provide the originating calling number, except in instances where ANI information is not available from the local phone companies. If the CA does not receive the ANI, then the CA will explain to the inbound party the reason for asking for the telephone number.

**4.7.1.5** The Contractor shall utilize technology so that each call is routed to the first available CA within the provider's network. Proposals shall include a description of the technology utilized.

**4.7.2** Contractors shall demonstrate an adequate back-up system or show how relay calls could be rerouted to another relay center with sufficient capacity to handle the additional load in the event of a power outage, fire, cut trunk line or other disaster making a relay center inoperable for a period of time.

**4.7.3** If the Contractor has experienced relay centers going off line in the past, they should provide information on how that contingency was handled, and the extent of the disruption in service that was experienced by relay users. If the Contractor does not operate a back-up relay center, then proof of a contractual agreement with a proposed back-up center must be provided.

**4.7.4** The Contractor shall also demonstrate how it will maintain an auxiliary source of power which is functionally equivalent to normal central office auxiliary sources of power so that the TRS will continue to function during power outages.

## **4.8 TRS INVOICE AND REPORTS**

**4.8.1** The Contractor shall retain and maintain all records and documents relating to the services provided for a minimum period of three (3) years after payment by the Department of Human Services of the final invoice. The Contractor shall make all records and documents relating to the services provided available for inspection and audit by the Department of Human Services

and/or independent outside auditor authorized by the Department of Human Services, upon thirty (30) days written notice.

- 4.8.2** The Contractor shall submit a monthly invoice for South Dakota's TRS services for each calendar month to the Department of Human Services no later than thirty (30) days after the close of each month. The Contractor's monthly invoice to the Department of Human Services shall include the name, telephone number, fax number, and email address of the individual authorized by the Contractor to certify the accuracy of all data used to generate the charges. At a minimum, the invoice will include the following items:

**4.8.2.1** Total Monthly TRS Minutes of Service (Reported as Session Time). Session time is the time period measured in minutes or fractions thereof beginning from the point when a CA is dedicated to an incoming relay call until the moment the CA disconnects the last party. For the purpose of this RFP and subsequent Contract, the definition of billable minutes includes incomplete calls (busy/no answer), general assistance calls, call set-up, and call wrap-up, but does not include the time in queue while the inbound caller is waiting for the call to connect to the CA. Session time for each individual call shall be recorded at least to the nearest hundredth of a minute. When call times are added up at the end of each month, the total shall be rounded to the nearest tenth of a minute, which is the billable unit of time.

**4.8.2.2** Interstate TRS Session Minutes. An itemized listing of all of South Dakota's TRS minutes recoverable from the Interstate TRS Fund, which shall be subtracted from the Total Monthly TRS Minutes of Service, and shall include, but not be limited to:

**4.8.2.2.1** Total Monthly Interstate Minutes of Service.

**4.8.2.2.2** Total Monthly Interstate Directory Assistance Minutes of Service.

**4.8.2.2.3** Total Monthly International Minutes of Service.

**4.8.2.2.4** Total Monthly Interstate Toll-Free Minutes of Service.

**4.8.2.2.5** Total Monthly Interstate Pay-Per-Call Minutes of Service.

**4.8.2.3** Contractor will be responsible for seeking reimbursement for the processing of interstate and international calls from the FCC appointed fund administrator.

**4.8.2.4** Total Monthly State-Billable TRS Minutes of Service. The total monthly state-billable TRS minutes of service shall be reported as session time rounded to the nearest tenth of a minute and includes all intrastate (i.e. local, intrastate/intra-LATA, intrastate/inter-LATA, intrastate directory assistance, and the intrastate portion of toll-free and pay-per-call) minutes.

**4.8.2.5** Rate per Minute of TRS Service. As identified in the successful proposal and Contract.

**4.8.2.6** Monthly TRS Recurring Charge (if applicable). As identified in the successful proposal and Contract.

**4.8.2.7** Total Due for TRS.

**4.8.2.8** Average Cost per TRS Inbound Call.

**4.8.2.9** Total Due.

**4.8.2.10 Outreach Invoice.** The Contractor shall submit a separate invoice at least quarterly but no more frequently than monthly itemizing all outreach and advertising charges. The charges shall be for pre-approved services rendered and show the date(s) of completion or delivery and any additional supporting documentation of the actual service (i.e. radio ads, newspaper ads, billboards, publications). The invoice shall also include the annual outreach balance at the beginning and end of the billing cycle.

**4.8.2.11** Proposals shall include a sample monthly invoice.

**4.8.2.12** The Contractor's monthly invoice to the Agency shall include the name, telephone number, fax number, and email address of the individual authorized by the Contractor to certify the accuracy of all data used to generate the charges.

#### **4.8.3 MONTHLY REPORTS INCLUDING TRAFFIC REPORTS**

**4.8.3.1** The Contractor shall provide a monthly report with the monthly invoice which captures all of South Dakota's TRS activity of one calendar month and which will enable the State to monitor whether the relay service is meeting each of the FCC and State performance standards. Daily traffic or call volume reports which are referenced below shall capture all activity for a twenty-four (24) hour period, beginning daily at 12:00 A.M. reports shall be specific to South Dakota. The monthly report shall include, but is not limited to, the following information:

**4.8.3.2** A jurisdictional summary of TRS calls, which includes the session minutes, conversation minutes, number of calls, and percentage of the total calls for each of the following call types:

**4.8.3.2.1** Local

**4.8.3.2.2** Intrastate/Intra-LATA

**4.8.3.2.3** Intrastate/Inter-LATA

**4.8.3.2.4** Intrastate Directory Assistance

**4.8.3.2.5** Interstate

**4.8.3.2.6** Interstate Directory Assistance

**4.8.3.2.7** International

**4.8.3.2.8** Toll Free

**4.8.3.2.9** Pay-per-call

**4.8.3.2.10** Total Complete

**4.8.3.2.11** General Assistance (do not include conversation minutes)

**4.8.3.2.12** Total Outbound (do not include conversation minutes)

**4.8.3.2.13** Busy/No Answer (do not include conversation minutes)

**4.8.3.3** A monthly STS report, including total session minutes; total conversation minutes; total intrastate conversation minutes; and total intrastate session minutes.

- 4.8.3.4** A TRS usage report that includes daily as well as monthly totals for the following: the number of inbound calls; calls in queue; abandoned calls; answered calls; average seconds in queue; average speed of answer; percentage of calls answered within ten (10) seconds, including abandoned calls; percentage of calls answered within ten (10) seconds, not including abandoned calls; percentage of calls answered within sixty (60) seconds; average session minutes per inbound call; and average conversation minutes per inbound call.
- 4.8.3.5** The total number of outbound TRS calls to 9-1-1, indicating the day of the month and type of relay call (i.e. TTY, STS, or Voice), and the NPA/NXX or phone number.
- 4.8.3.6** The TRS call breakdown by calling type, with a separate breakdown by calling type for 7-1-1, which shall include: the total number of inbound and outbound calls for each call type; the percentage of the total outbound calls for each call type; the total number of session minutes for each call type; and the average length of call by call type in session minutes. Call types include, but are not limited to:
- 4.8.3.6.1** TTY Baudot
  - 4.8.3.6.2** TTY Turbo Code
  - 4.8.3.6.3** ASCII
  - 4.8.3.6.4** Voice
  - 4.8.3.6.5** Voice Carry Over (VCO)
  - 4.8.3.6.6** Hearing Carry Over (HCO)
  - 4.8.3.6.7** Deaf/Blind ASCII
  - 4.8.3.6.8** Deaf/Blind Baudot
  - 4.8.3.6.9** Speech-to-Speech (STS)
  - 4.8.3.6.10** Spanish Voice
  - 4.8.3.6.11** Spanish TTY (ASCII/Baudot/Turbo)
  - 4.8.3.6.12** Spanish VCO (or any other Spanish call type)
  - 4.8.3.6.13** Spanish to English/English to Spanish
- 4.8.3.7** The number of inbound TRS calls for each hour of the day and each day of the week for every day of each month.
- 4.8.3.8** The number of outbound TRS calls for each hour of the day and each day of the week for every day of each month.
- 4.8.3.9** The average session minutes per TRS inbound call for each hour of the day and each day of the week for every day of each month.
- 4.8.3.10** The number of inbound TRS calls that stayed in queue for each day of the month for the following time frames (measured in seconds): 1 second or less; 2-5 seconds; 6-10

seconds; 11-15 seconds; 16-20 seconds; 21-25 seconds; 26-30 seconds; 31-40 seconds; 41-50 seconds; 51-60 seconds; 61-90 seconds; 91-120 seconds; total in queue each day; and total in queue for the month.

- 4.8.3.11** The daily and monthly average speed of answer times for each and all relay centers processing TRS calls, and the average daily and monthly percentage of calls answered within ten (10) seconds, including abandoned calls for each and all relay centers processing South Dakota TRS calls (Weighted Service Level).
- 4.8.3.12** The daily and monthly average speed of answer and percentage of calls answered within ten (10) seconds for calls to Customer Service.
- 4.8.3.13** The average daily and monthly blockage rates for each South Dakota TRS access number. The average daily blockage rate for all calls to each of the South Dakota Relay access telephone numbers shall be no greater than P.01 (one call out of one hundred (100)). The blockage rate will be measured by sampling the number of calls being blocked at a minimum of every thirty (30) minutes for each twenty-four (24) hour period. Liquidated damages may be assessed for any day that blockage standards are not met.
- 4.8.3.14** A call summary by access number to include the monthly total of inbound calls, answered calls, blocked calls, abandoned calls, and blockage rate for each South Dakota TRS access number.
- 4.8.3.15** The number of CAs for each relay center providing relay service on duty by hour and day of the week for each day of the month, including the average daily and monthly number of Spanish-speaking CAs on duty.
- 4.8.3.16** NPA report(s) for TRS calls, including the following daily and monthly information:
  - 4.8.3.16.1** Number of Inbound Calls by Originating NPA
  - 4.8.3.16.2** Number of Completed Calls by Originating NPA
  - 4.8.3.16.3** Total Session Minutes by Originating NPA
  - 4.8.3.16.4** Number of Completed Calls and Session Minutes by Terminating NPA is desired
- 4.8.3.17** NPA / NXX - TRS Reports. The total number of TRS users (subscribers) categorized by communities in South Dakota.
- 4.8.3.18** The total number of daily and monthly inbound and outbound TRS calls and the percentages of the total monthly calls handled at each relay center where South Dakota TRS calls are processed.
- 4.8.3.19** The total number of inbound, answered, outbound, and complete Internet Protocol (IP) calls processed by the Contractor that terminate in South Dakota, the monthly number of IP session and conversation minutes of use for TRS.
- 4.8.3.20** A breakdown of length of calls, including the average daily and monthly length of call for each call type, broken down into call set-up, call duration (talk time), and call wrap-up.
- 4.8.3.21** The Contractor shall provide monthly reports summarizing all complaints/feedback

received for TRS which shall include, but not be limited to: the number of customer complaints/feedbacks received; the date and time of initial contact; the method of contact (phone, email, etc.); point of contact (supervisor, Customer Service, account manager, outreach staff, etc.); CA number, if given; the nature and type of each complaint/feedback; customer information, when given; call information; a description of how each complaint was or will be resolved; date and time of resolution; complaint/feedback tracking number; and days to resolution (if applicable). Additionally, the total number and the category of contact (e.g. commendations, inquiry calls, etc.) shall be included.

**4.8.3.22** The Contractor shall provide a monthly report of all outreach activities including meeting/outreach events attended and/or conducted, including a list of any planned upcoming activities/events.

**4.8.3.23** A monthly report of any and all instances where a caller's outbound carrier of choice request was not allowed, including the name of the carrier; the number of outbound call requests denied to that carrier, sorted by date; the Contractor's attempts to contact the carrier; and a point of contact for the carrier.

**4.8.4** Proposals shall contain a sample monthly report. All reports shall become the property of the Department of Human Services, and therefore shall not be copyrighted by the Contractor. Reports shall be electronically produced.

**4.8.5** The Contractor, upon request, shall provide the Department of Human Services with professional interpretation, analysis and explanation of any reports provided.

**4.8.6** The Department of Human Services may modify the data collected and/or modify the required report formats at any time. The purpose of these modifications and/or special reports may be to respond to an industry, legislative, Department of Human Services, or consumer request for information. The Department of Human Services will give at least thirty (30) day notice before the date the new or modified report is due.

**4.8.7** Proposals shall include a description of any internal audit processes used to ensure the accuracy and completeness of the minutes itemized on the invoices submitted to the Agency for payment.

#### **4.9 OPERATIONAL READINESS AND SERVICE TRANSITION / IMPLEMENTATION**

**4.9.1** The proposal shall include an Implementation Plan for services beginning on June 1, 2019. The Implementation Plan shall include a timeline with critical dates for major steps in the implementation process, from Contract award through full implementation, and for the first year of service, a section identifying the exact tasks that must be performed by both the Contractor and the Department of Human Services in order to provide service. A more specific timeline will be required after the Contract is awarded.

**4.9.2** The implementation plan shall ensure a completely seamless and transparent transition for South Dakota's TRS users. The plan shall include, but not be limited to, the following:

**4.9.2.1** Contract execution, including addressing all legal regulations and requirements.

**4.9.2.2** Facilities, hardware, and software considerations.

**4.9.2.3** Staff resources, responsibilities, and training, including a list of the names and contact information for the senior management persons who have the authority to make decisions for the Contractor for each department/division of the Contractor's company that is involved in the implementation of South Dakota's TRS.

- 4.9.2.4** Transition of South Dakota's relay service toll-free access numbers, Customer Preference Database, and billing and rating arrangements.
- 4.9.2.5** End-to-end performance testing.
- 4.9.2.6** Education, outreach and advertising.
- 4.9.2.7** Transfer and organization of documentation and record maintenance.
- 4.9.3** South Dakota Relay access numbers shall be portable, and the Contractor is responsible for placing any required orders for the transfer of the toll-free access numbers. The South Dakota Relay access numbers are as follows:
  - 4.9.3.1** 800-877-1113                      7-1-1/TTY/Voice/ASCII/HCO
  - 4.9.3.2** 877-981-2117                      VCO
  - 4.9.3.3** 877-981-9744                      STS
  - 4.9.3.4** 877-981-9743                      Spanish
  - 4.9.3.5** 877-866-8950                      South Dakota Relay Customer Service (English)
- 4.9.4** There shall be no separate payment to the Contractor for costs associated with the start-up phase. Proposals shall include start-up costs when calculating the price-per-minute for services.
- 4.9.5** End-of-Contract Transition. The Contractor shall provide technical, business, and administrative support as requested by the Department of Human Services to ensure effective and efficient end-of-contract transition to any new Contractor(s). Transition activities shall include, but not be limited to: the transfer of the Customer Preference Database in a usable form; transfer of all South Dakota Relay toll-free access numbers; and the transfer of any outreach and advertising materials developed specifically for South Dakota in a usable form.
- 4.9.6** Consistent with FCC requirements, should a different TRS contractor be selected to provide relay services for the State in the future, the TRS Contractor awarded a contract as a result of this RFP shall provide for the transfer of TRS customer profile data from the outgoing TRS Contractor to the incoming TRS Contractor. Such data must be disclosed in usable form at least 60 days before the Contractor's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order. The Contractor may not use any information obtained from relay calls to support other business interests.
- 4.9.7** **SERVICE DELIVERY TIMEFRAMES**
  - 4.9.7.1** Full South Dakota TRS contract operations begin on June 1, 2019. Contractor shall provide a specific timeline for the implementation plan and a communication plan.
  - 4.9.7.2** Within Thirty (30) Days of Contract Execution Contractor shall provide the following:
    - 4.9.7.2.1** Complete CA Policies and Procedures Manual(s) for TRS CAs (see Section 4.2.2.7).

- 4.9.7.2.2** Complete CA Training Manual(s) (see Section 4.2.2.8).
- 4.9.7.2.3** A complete, detailed list of all macros used or planned to be used (see Section 4.7.1.1.1).
- 4.9.7.2.4** A list of the range of CA numbers that will be used for each relay center that South Dakota TRS traffic is routed to (see Section 3.4.1.2.).
- 4.9.7.3** Within Six (6) Months of Contract Execution Contractor shall provide the following:
  - 4.9.7.3.1** A plan to encourage all IXC and dial-around services operating in South Dakota to be available for South Dakota TRS calls (see Section 4.3.2.3).
  - 4.9.7.3.2** A list of all carriers contacted, the Point of Contact (POC) for the carrier, and the status of each carrier's availability/accessibility via South Dakota Relay (see Section 4.3.2.4).
  - 4.9.7.3.3** A report to the Department of Human Services listing all PSAP phone numbers and verification that all South Dakota PSAP numbers have been tested to ensure the accuracy of the list (see Section 4.2.5.7.2.4).
- 4.9.7.4** Monthly
  - 4.9.7.4.1** A monthly invoice for South Dakota's TRS services for each calendar month, no later than thirty (30) days after the close of each month (see Section 4.8.2).
  - 4.9.7.4.2** A monthly report which captures all of South Dakota's TRS activity for one calendar month (see Section 4.8.3.1).
  - 4.9.7.4.3** An outreach invoice itemizing all pre-approved outreach and advertising charges, submitted at least quarterly but no more frequently than monthly (see Section 4.8.2.17).
- 4.9.7.5** Annually
  - 4.9.7.5.1** Explanations of all TRS features/services and an up-to-date list of all current South Dakota Relay Service access numbers, to be distributed to all local exchange carriers servicing South Dakota as well as publishing telephone directories, including providers of directory assistance services (see Section 5.3.1).
  - 4.9.7.5.2** Written explanation regarding relay services to be disseminated to the ILECs/CLECs providing service in South Dakota for informational billing inserts (see Section 5.4.4).
  - 4.9.7.5.3** An annual narrative report and log summarizing and tabulating the monthly information regarding complaints for all types of TRS calls , including the total number of all complaints received each twelve (12) month period ending May 31. The log must be received by the Department of Human Services in electronic Microsoft Word-compatible format no later than June 14 of each year (see Section 4.4.1.3).
  - 4.9.7.5.4** Annual marketing and advertising plan, goals, and budget (see Section



5.4.1).

**4.9.7.6** Update on Changes

- 4.9.7.6.1** CA Policy and Procedures Manual (see Section 4.2.2.7).
- 4.9.7.6.2** CA Training Manual (see Section 4.2.2.8).
- 4.9.7.6.3** Modifications to the list of macros shall be given to the Department of Human Services at least one week before implementation (see Section 4.7.1.1.1).
- 4.9.7.6.4** Résumé of Account Manager(s) and a description of their full duties, a list of any other states assigned to the Account Manager(s), and the address of the Account Manager's primary office (see Section 5.2.2).
- 4.9.7.6.5** PSAP verification report (see Section 4.2.5.7.2.4).
- 4.9.7.6.6** A list of the range of CA numbers that will be used for each relay center South Dakota TRS traffic is routed to. Any changes, additions, or deletions to this list shall be submitted to the Department of Human Services within thirty (30) days (see Section 3.4.1.2).

## **5      COMMUNICATION, ACCOUNT MANAGER AND OUTREACH REQUIREMENTS**

### **5.1      COMMUNICATION PLAN**

- 5.1.1** The Contractor shall provide a Communication Plan. The Communication Plan shall encompass objectives, goals, and tools for all communications.

### **5.2      ACCOUNT MANAGER**

- 5.2.1** The Contractor shall provide an Account Manager who is a single point of contact. Information requested by the Department of Human Services shall be provided by the Account Manager in an expeditious and efficient manner to avoid the need for escalation of problems. All information provided to the Department of Human Services shall have the name and position of the person(s) providing the information to the Account Manager.
- 5.2.2** The Contractor shall provide a detailed résumé of relevant job skills for the Account Manager assigned to this Contract, including their educational and work experiences, a description of their full duties, a list of any other states assigned to the Account Manager, and the address of the primary office of the Account Manager. If the position is re-assigned to another individual during the term of the Contract, a detailed résumé of the replacement Account Manager shall be provided to the Department of Human Services within thirty (30) days of the re-assignment.
- 5.2.3** A full-time, in-state account manager is not a required provision of this RFP.
- 5.2.4** The Account Manager shall have the responsibility of working with the Department of Human Services on all contract compliance issues. The Account Manager shall have an in-depth knowledge of the state relay contract requirements.
- 5.2.5** The Account Manager shall have good communication skills, including written English; the ability to effectively communicate with deaf users using American Sign Language; and possess an understanding of the issues relevant to deaf, hard-of-hearing, speech-impaired and senior citizen users.
- 5.2.6** The Contractor shall ensure that the Account Manager and/or any other staff have sufficient equipment and all other resources, including financial, which are necessary to provide outreach services. This is to include, but is not limited to: audio-visual equipment; interpreters or other accommodations; travel budget; printing and postage/shipping budget, etc.
- 5.2.7** The Account Manager shall work closely with the Contract Administrator to ensure accurate flow of information between the Department of Human Services, relay users, and the general public. The Contractor shall provide outreach activities to ensure that information, education, and technical assistance is available to all user communities and to the general public. The Account Manager (and/or other Contractor's qualified personnel), in consultation with the Department of Human Services, shall provide at a minimum seven (7) education/outreach activities per year to generate public awareness and to promote the use of South Dakota Relay. Educational activities may include, but are not limited to, meetings, presentations, and/or booths at: consumer organizations; business organizations; health fairs; professional and trade organizations; and/or other public gatherings. Educational activities shall be conducted statewide and, in a format, easily understood by the users, with updates as changes to TRS occur. The Contractor's rate (price per session minute) shall be inclusive of all expenses for these seven (7) educational/outreach activities. Please provide examples of outreach activities you have previously provided and describe how you might provide the seven (7) educational

activities. Identify all staff that would be associated with these activities.

- 5.2.8 The Account Manager shall provide monthly status reports outlining service issues, outreach progress updates, accomplishments, and compliance with milestones and delivery dates.

### 5.3 COMMUNICATION WITH LOCAL EXCHANGE CARRIERS

- 5.3.1 The Contractor shall be responsible for annually providing local exchange carriers servicing South Dakota and publishing telephone directories explanations of all TRS Services and an up-to-date list of all current South Dakota Relay Service access numbers. The Contractor shall also work with the State to ensure that directory assistance services have and will provide the correct phone numbers for South Dakota Relay Service.

### 5.4 OUTREACH

- 5.4.1 The proposal shall include the Contractor's outreach plan for the relaysd.com website maintenance or development. Marketing and advertising shall be effective, appropriate, and consistent with the program goals. The Contractor shall obtain Department of Human Services pre-approval for all outreach activities, expenses, and any outreach material produced. The goal of the advertising, public relations, and marketing is to increase public awareness of TRS and related equipment programs.
- 5.4.2 All outreach and marketing materials, both visual and verbal, shall refer to South Dakota Relay, not to the Contractor's company name. All outreach and marketing materials shall contain the current SD logo which will remain the property of South Dakota.
- 5.4.3 All materials shall be accessible to all consumer groups. Accessible formats include but are not limited to large print; Braille; videos in American Sign Language, captioned, and/or video described; emails to consumers who have opted to receive notices in this manner; and printed materials.
- 5.4.4 Annual billing inserts or direct-mailing activities educating the public about relay services shall be encouraged. Contractor shall annually provide appropriate language about relay services to the incumbent and competitive LECs (ILECs/CLECs) providing service in South Dakota for informational billing inserts.

## 6 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 6.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 6.3 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 6.4 The offeror may be required to submit a copy of their most recent audited financial statements upon the State's request.

- 6.5** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.

## **7 PROPOSAL RESPONSE FORMAT**

- 7.2** An original and 2 copies shall be submitted.

**7.2.2** In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format (flash drive, USB drive, etc.) Offerors may not send the electronically formatted copy of their proposal via email.

**7.2.3** The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

- 7.3** All proposals must be organized and tabbed with labels for the following headings:

**7.3.2 RFP Form.** The State's Request for Proposal form (1<sup>st</sup> page of RFP) completed and signed.

**7.3.3 Executive Summary.** The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

**7.3.4 Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

**7.3.4.4** A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

**7.3.4.5** A specific point-by-point response, in the order listed to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

**7.3.4.6** A clear description of any options or alternatives proposed.

**7.3.5 Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 9.0 for more information related to the cost proposal.

## **8 PROPOSAL EVALUATION AND AWARD PROCESS**

- 8.2** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 8.2.2** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
  - 8.2.3** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 8.2.4** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 8.2.5** Availability to the project locale;
  - 8.2.6** Familiarity with the project locale;
  - 8.2.7** Proposed project management techniques; and
  - 8.2.8** Ability and proven history in handling special project constraints.
- 8.3** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 8.4** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 8.5** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 8.6** **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 8.6.2** If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 8.6.3** The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.
- 8.7** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 8.7.2** Cost effectiveness of proposal compared to the projected number of participants using the Telecommunication Relay Service.

- 8.7.3 Past success in administering programs for individuals that are deaf/hard of hearing.
  - 8.7.4 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
  - 8.7.5 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 8.7.6 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 8.7.7 Availability to the project locale.
  - 8.7.8 Familiarity with the project locale.
  - 8.7.9 Proposed project management techniques.
  - 8.7.10 Ability and proven history in handling special project constraints.
- 8.8 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 8.9 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 8.10 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 8.11 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 8.11.2 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 8.11.3 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

## **9 COST PROPOSAL**

### **The cost proposal needs to be in a separate and sealed envelope.**

- 9.2** The Offeror must include a detailed cost proposal for 5 years.
- 9.3** Estimated proposal prices are not acceptable. Payments will be based upon contracted services performed in accordance with the fixed price determined through this competitive bid. Proposed price shall be on a 15-minute unit of service based on the Department's annual fee schedule. To ensure that all Contractors use the same criteria to determine a proposed price, billable time includes the time associated with application, follow-up, technical assistance. Billable time shall not include administrative overhead time. Administrative overhead includes, but is not limited to, activities associated with performing accounting, bookkeeping, billing, and maintenance. Costs associated with administrative overhead may be considered in the proposed price for the 15-minute unit rate. Each Contractor will submit a proposed 15-minute unit rate inclusive of costs for activities associated with both billable time and any other administrative overhead. It is anticipated that each Contractor will carefully evaluate numerous factors in arriving at their proposed price. Contractors should provide support in their method for deriving at the proposed rate.
- 9.4** Estimated prices or incomplete prices may be used as a basis for rejection of a proposal. The price contained in the Contractor's proposal shall be binding for the duration of the contract period. One optional five-year extension may be granted at the sole discretion of the state. The state may, also at their discretion, grant rate increase to adjust for inflation. The price cannot be increased by more than the inflationary rate each year unless the Contractor and the State mutually agree that the inflationary rate cap is unrealistic or unfair. No deviations, qualifications or counteroffers will be accepted.
- 9.5 Conditions on Funding:**
  - 9.5.2** Funding contingent upon successful completion of work outlined in Attachment 1.
  - 9.5.3** The State reserves the right to reject any and all proposals.