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**STATE OF NORTH CAROLINA**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Request for Proposal #: 30-25005R-DSDHH**

**TELECOMMUNICATIONS RELAY SERVICES**

**Date of Issue: February 25, 2025**

**Proposal Opening Date: March 13. 2025**

**At ­­­ 2:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Anthony Benzor

Acquisition Support Specialist

Email: Anthony.benzor@dhhs.nc.gov



**STATE OF NORTH CAROLINA**

**Request for Proposal #**

**30-25005R-DSDHH**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For internal State agency processing, including tabulation of proposals, provide your company’s eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Vendor Name

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

Vendor eVP#

**Note**: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

*Electronic responses ONLY will be accepted for this solicitation.*

|  |
| --- |
| **STATE OF NORTH CAROLINA****Division of Services for the Deaf and Hard of Hearing** |
| **Refer *ALL* Inquiries regarding this RFP to:** **Anthony Benzor, Acquisition Support Specialist****Anthony.benzor@dhhs.nc.gov** | **Request for Proposal #: 30-25005R-DSDHH** |
| **Proposals will be publicly opened: March 13, 2025** |
| **Using Agency: Division of Services for the**  **Deaf and Hard of Hearing** | **Commodity No. and Description:**831122 – Enhanced Telecommunication |
| **Requisition No.:**  |

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

* this proposal is submitted competitively and without collusion (G.S. 143-54),
* none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
* it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

* it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** andthe **NORTH** **CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

|  |
| --- |
| COMPLETE/FORMAL NAME OF VENDOR: |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | FAX NUMBER: |
| **VENDOR’S AUTHORIZED SIGNATURE\***: | **DATE:** | EMAIL:  |

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties (“Contract”). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

|  |
| --- |
| **FOR STATE USE ONLY:** Offer accepted and Contract awarded this\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, as indicated on The attached certification, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **(Authorized Representative of the Department of Health and Human Services)**  |

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#  PURPOSE AND BACKGROUND

The North Carolina Department of Health and Human Services, Division of Services for the Deaf and Hard of Hearing (“State”) is issuing this Request for Proposal (RFP) to establish a contract for Telecommunication Relay Services.

The United States Congress created the Telecommunications Relay Service (TRS) in Title IV of the American with Disabilities Act of 1990, codified at Section 225 of the Communications Act of 1934, as amended. See Pub.L.No.101-336, 104 Stat.327 (July 26, 2990). Congress also directed the Federal Communications Commission (FCC) to prescribe regulations to ensure that interstate and intrastate TRS are available, to the extent possible and in the most efficient manner to individuals who are deaf, hard of hearing, deafblind or have speech disabilities to communicate by telephone in a manner that is functionally equivalent to telephone services used by persons without such disabilities.

Pursuant to the North Carolina General Assembly N.C.G.S. §62-157 provides deaf, hard of hearing, speech disabled individuals in North Carolina with access to telecommunications network equal to the provided to other customers. N.C.G.S. allows the state to contract the provision of relay services for four-year periods to one or more service providers. North Carolina established its state program, Relay North Carolina (RNC), on June 1, 1991.

The purpose of this Request for Proposal is to establish a single Contract to a single responsible Vendor for high-quality provision of intrastate TRS, in North Carolina 24 hours a day, 7 days a week, 365 days a year.

Nothing in this RFP precludes the successful Vendor from offering other related services that advances the availability of telecommunications access to North Carolinians with disabilities for the Division of Services for the Deaf and Hard of Hearing’s consideration.

The intent of this solicitation is to award an Agency Specific Contract.

##  CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the “Effective Date”) or July 1, 2025, whichever is later. The Contract will have two (2) additional one (1) year option terms in accordance with NCGS §62-157(e),

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

#  GENERAL INFORMATION

## REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

## E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

**General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.**

**What is the Ariba Network?**

**The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.**

**For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:**

**http://eprocurement.nc.gov/training/vendor-training.**

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

 Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

## 2.4 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The State will make every effort to adhere to this schedule.

|  |  |  |
| --- | --- | --- |
| **Event** | **Responsibility** | **Date and Time** |
| Issue RFP | State | 02/25/2025 |
| Submit Written Questions | Vendor | 03/04/2025 |
| Provide Response to Questions  | State | 03/07/2025 |
| Submit Proposals | Vendor  | 03/13/2025 |
| Contract Award | State | 4/30/2025 |

The bid opening will be scheduled for 2:00 PM EST in March 13, 2025. Vendors can attend the bid opening at the below link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\_NmU2MTU1ZGMtYzI3Ni00NzAxLWIyMjQtYjQ5YmVmZjY3MTJi%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%228a75060e-8be0-4692-9cf8-01cab64f28dd%22%7d](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_NmU2MTU1ZGMtYzI3Ni00NzAxLWIyMjQtYjQ5YmVmZjY3MTJi%40thread.v2/0?context=%7b%22Tid%22%3a%227a7681dc-b9d0-449a-85c3-ecc26cd7ed19%22%2c%22Oid%22%3a%228a75060e-8be0-4692-9cf8-01cab64f28dd%22%7d)

## 2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 30-25005R-DSDHH – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## PROPOSAL SUBMITTAL

**IMPORTANT NOTE:** **This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

## PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

**Vendor shall include the following items and attachments in the Sourcing Tool:**

1. Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
2. Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
3. Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
4. Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
5. Vendor’s Proposal addressing all Specifications of this RFP.
6. Completed version of ATTACHMENT A: PRICING
7. Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
8. Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
9. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

* + 1. **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
1. **90/10:** refers to 90% of calls being answered within ten (10) seconds
2. **Baudot Code:** A character set predating EBCDIC (Extended Binary Coded Decimal Interchange Code) and ASCII (American Standard Code for Information Exchange)
3. **ANI (**Automatic Numbering Identification)**:** A service that provides the receiver of a telephone call with the telephone number of the calling phone. The method of providing the ANI is determined by a feature of the telecommunications network for automatically determining the origination telephone number on toll calls for billing purposes. ANI is different, conceptually and technically, from caller ID Service. A caller’s telephone number and line type are captured by the ANI service even if the caller ID blocking is activated. ANI was originally created by AT&T Corporation for internal long-distance charging purposes eliminating the need for telephone operators to manually request the calling number of the calling party for a toll call.
4. **Common Carriers:** The FCC term used to refer to all telephone companies
5. **Contract Year:** The one-year period from the Contract execution date to the same month and day before the day signed in the following year and each one-year period thereafter
6. **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor’s findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
7. **Department:** The North Carolina Department of Health and Human Services
8. **DHHS:** Department of Health and Human Services
9. **Division:** The Division of Services for the Deaf and Hard of Hearing, located in the North Carolina Department of Health and Human Services
10. **DSDHH:** Division of Services for the Deaf and Hard of Hearing
11. **FCC** (Federal Communication Commission)**:** The FCC regulates interstate and international communications by radio, television, wire, satellite, and cable in all 50 states, the District of Columbia and U.S. territories. An independent U.S. government agency overseen by Congress, the FCC is the federal agency responsible for implementing and enforcing America’s communications law and regulations.
12. **Goods**: Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
13. **HCO (Hearing Carry Over):** Allows speech disabled users with hearing capabilities to listen to the person they are calling. The HCO user types his/her conversation for the relay operator to read to the standard (voice) telephone user.
14. **Hearing Called Party:** An individual participating in a call that can hear made by a communications assistant to facilitate telephone calls between people with hearing or speech disabilities.
15. **Implementation:** For the purposes of this RFP and resulting Contract, the term “Implementation” is defined as the first calendar day after Contract award on which the Vendor receives its first incoming call from a Relay User.
16. **Interstate Call:** An Interstate Call crosses a LATA boundary.
17. **Intrastate Call:** An Intrastate Call does NOT cross a LATA boundary.
18. **Local Access and Transport Area (LATA):**  a term used in US telecommunications regulation to represent a geographical area or boundary in the US where a regional bell operating company is permitted to offer exchange telecommunications and exchange access services.
19. **Local Exchange Carrier:** A regulatory term in telecommunications for the local telephone company.
20. **NCUC:** The North Carolina Utilities Commission, which has legal oversight of the funding for the Contract.
21. **Open Market Contract:** A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
22. **Preferred Interchange Carrier:** A telecommunications company, commonly called a long-distance telephone company, that provides services across multiple local access and transport areas.
23. **PIN** (Personal Identification Number)**:** A number assigned to a Relay Service Telecommunications user that verifies his/her identity.
24. **PSAP** (Public Safety Answer Point)**:** A call center in the United States responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance services.
25. **Relay User:** Any person participating in a communication via telephonic devices that use a Relay Services Communications RO. At least one party in the communication must be Deaf, Deaf-Blind, Hard of Hearing, or have a Speech Impairment.
26. **RNC** (Relay North Carolina)**:** North Carolina’s program, which was implemented on June 1, 1991.
27. **RO** (Relay Operator)**:** Individuals, who are Deaf, Deaf-Blind, Hard of Hearing, or have a Speech Impairment, use ROs to make phone calls to people who use regular (voice) phones.
28. **State Data:** For the purposes of this RFP and resulting Contract, State Data means any data provided by the Relay User, collected, recorded, and stored by the awarded Vendor, or transitioned to the awarded Vendor by the incumbent Vendor, including but without limitation to the Relay Users’ name, telephone information and User Preference Data.
29. **STS** (Speech to Speech)**:** STS is a form of Telecommunications Relay Services that allows persons with hearing and speech disabilities to access the telephone system to place and receive telephone calls using their own voice (or assistive voice devices) where a specifically trained RO in speech disorders repeats what the caller says in a manner that makes the caller’s words clear and understandable.
30. **Subscriber:** A Subscriber can utilize Video Relay Services, a free, subscriber-based service for people who use sign language and have video phones, smart phones, or computers with video communication capabilities. Video Relay Services allow the RO to tell the telephone user what the Subscriber is signing, and signs to the Subscriber what the telephone user is saying.
31. **SVL:** (Service Level): 85 percent of calls answered within 10 seconds
32. **TRS:** Telecommunications Relay Services; Telephone transmission services that provide the ability for an individual who is deaf, hard of hearing, deaf-blind, or who has a speech disability to engage in communication by wire or radio with one or more individuals, in a manner that is functionally equivalent to the ability of a hearing individual who does not have a speech disability to communicate using voice communication services by wire or radio.
33. **TRS Contracts Administrator:** The Telecommunications Relay Services Contracts Administrator is a staff position within the State, who is the point of contact responsible for the day-to-day operations of the Contract.
34. **TTY** (Acronym for Text Telephone)**:** A special device that lets people who are Deaf, Deaf-Blind, Hard of Hearing, or Speech-Impaired use the telephone to communicate by allowing them to type text messages.
35. **User/Customer Preference Data/Profile:** For purposes of this Contract, User Preference Data and Customer Data Profile is all of the information a Telecommunications Relay Services provider has on any user of the Solution. Data is State Data.
36. **VCO** (Voice Carry Over): A VCO phone (captioned telephone) allows Deaf or Hard-of-Hearing users to use their voice to speak directly to a hearing person, and when the hearing person responds, a RO will type everything heard back to the Deaf or Hard-of-Hearing person.
37. **Voice User:** Any person participating in a Relay Service communication that can use his/her voice. If the person is Deaf or Hard-of-Hearing, a RO will type responses on a captioned telephone to the Deaf or Hard-of-Hearing person.

#  METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

##  METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor the State reserves the right to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

##  CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

##  PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

**The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP),* [*https://evp.nc.gov*](https://evp.nc.gov)*,*  under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

##  EVALUATION CRITERIA

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h).  The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.  The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer.  By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:**  Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Technical Approach (Section 5.4)
2. Cost (Attachment A)

##  PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

1. Total cost to the State
2. Level of quality provided by the Vendor
3. Process and performance capability across multiple jurisdictions
4. Protection of the State’s information and intellectual property
5. Availability of pertinent skills
6. Ability to understand the State’s business requirements and internal operational culture
7. Particular risk factors such as the security of the State’s information technology
8. Relations with citizens and employees
9. Contract enforcement jurisdictional issues

##  INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

# 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

##  PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

##  INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number Item Descriptions, Price, Quantity, and Unit of Measure.

The vendor shall submit monthly invoices and contain the following items:

* 1. A tabulation of the total amount due
	2. A report of the session time. Session time is the time, in minutes and seconds, from the moment when a Relay Operator answers the incoming call and processes the call until Relay User disconnects.
	3. All monthly call detail reports required

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

##  FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

##  HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

##  VENDOR EXPERIENCE

In its Proposal, Vendor shall provide informational proof that it is certified by the FCC to provide Telecommunications Relay Services for the State of North Carolina.

FCC Certification Document Provided: Yes [ ]  No [ ]

Type of Documentation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##  PERSONNEL

The vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

## VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecom­munications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

##  AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

[ ]  Small Purchases

[ ]  Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

[x]  Contract value in excess of $1,000,000.00

# 5.0 SPECIFICATIONS AND SCOPE OF WORK

##  GENERAL

Telecommunications Relay Services (TRS) allow persons who are deaf, hard of hearing, deafblind, or have speech disabilities to communicate by telephone in a manner that is functionally equivalent to telephone services used by persons without such disabilities. Under [Title IV of the Americans with Disabilities Act](https://www.fcc.gov/general/title-iv-ada), as amended, the Federal Communications Commission must ensure the provision of TRS. TRS is available in all 50 states, the District of Columbia, Puerto Rico, and all other U.S. territories for local, long distance, and international calls.

The Title IV of the American with Disabilities Act requires the Federal Communication Commission(FCC) “the use of existing technology and do not discourage or impair the development of improved technology”. The FCC has used this directive to improve TRS and to foster the development of new technology, in all forms, of TRS, communications assistants (CAs) or other authorized intermediaries such as automated speech recognition (ASR) facilitate telephone calls between persons who are deaf, hard of hearing, or have speech disabilities and other individuals. There is no cost to the users. TRS providers are compensated from either a [state](https://www.fcc.gov/encyclopedia/trs-state-and-territories) or a federal fund, which is administeredby the TRS Fund Administrator. Some forms of TRS have voice and hearing carryover options so callers may use their own voices or residual hearing if they prefer to do so. The FCC provides TRS consumer guide which discusses foreign language relay services.

##  SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

1. **Technical, Functional Mandatory Minimum FCC Standards**

Vendor shall comply with and meet or exceed all operational, technical and functional mandatory minimum standards in FCC Rules and Order governing Telecommunications Relay Service (TRS) - [[47 CFR §64.60](https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64/subpart-F/section-64.604)4](https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64/subpart-F/section-64.604) ,[[Subpart F](https://www.ecfr.gov/current/title-47/part-64/subpart-F)](https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64), Telecommunications Relay Services Emergency Calling Requirements - [47 CFR §Subpart E,](https://www.ecfr.gov/cgi-bin/text-idx?SID=1f303cca536fc60fb93aa4d86537eeb1&mc=true&node=pt47.1.9&rgn=div5#sp47.1.9.e) and TRS Customer Proprietary Network Information - [47 CFR §Subpart EE](https://www.ecfr.gov/cgi-bin/text-idx?SID=fafe92b6008e8a1d5b238224b0b9f7dc&mc=true&node=pt47.3.64&rgn=div5#sp47.3.64.ee) unless a waiver of specific regulations has been adopted by the FCC.

1. **Commencement**

Vendor shall commence the uninterrupted availability of TRS no later than 12:01 a.m. EST on Saturday, July 1, 2025.

Business Continuity or Contingency Plan

Vendor shall develop and maintain a business continuity or contingency plan to maintain or minimize disruption or downtime in the delivery of TRS, to the maximum extent possible, in the event of force majeure, pandemics, epidemics, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war. Vendor shall provide a copy of the business contingency plan to DSDHH upon request.

Vendor shall ensure proposer’s TRS centers are equipped with redundant systems for power, using a combination of battery backup, commercial uninterrupted power supply, or auxiliary generator to supply uninterruptible power supply to the TRS centers for a minimum of eight (8) hours. Redundant systems for power include automatic call distributer/telecom switching equipment, call processing servers, data network servers and Local Area Network gear.

1. **Upgrades and Downtime:**

Vendor shall report significant scheduled TRS network upgrades at least two (2) business days prior to the event for any changes to the TRS platform. If Vendor knows in advance that the event will negatively impact consumers or the provision of TRS, vendor shall notify DSDHH as early as practical, but not less than two (2) business days to assist in identifying options for mitigating impact and notifying consumers.

Vendor shall notify DSDHH within one (1) business day if a major problem occurs, i.e., disruption or downtime of TRS that lasts more than fifteen (15) minutes. Vendor shall file a succinct report that includes at a minimum of the following information:

1. Explanation of issue,
2. How and when the issue occurred,
3. What was required to rectify the issue, and
4. Date and time TRS returned to full operation.

Vendor shall file the report within thirty (30) business days after becoming aware of the issue.

1. **Complaint Log**

Pursuant to [47 CFR §64.604 (c)(1)(i)(ii),](https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64/subpart-F) Vendor shall maintain a log of consumer complaints including all complaints about TRS in North Carolina, whether filed with the Vendor or DSDHH, and must retain the log until the next application for certification is granted. See also Telecommunications Relay Services and Speech-to-Speech services for Individuals with Hearing and Speech disabilities, Report and Order and Further Notice of Proposed Rulemaking, 15 FCC Rcd 5140, 5144 -5145, para. 9 (2000) (Improved TRS Order). Vendor shall submit a draft of the annual complaint log to DSDHH two (2) weeks prior to the due date set by the FCC of each year.

1. **Interstate TRS Fund Annual State Data Request**

Pursuant to [FCC Order 07-186](https://www.fcc.gov/document/telecommunications-relay-services-and-speech-speech-services-19), Vendor shall provide Division with the data for Interstate TRS Fund State Annual Data Request. Vendor shall submit the TRS Fund Annual Data Request to Division two (2) weeks prior to the due date set by the FCC each year.

1. **North Carolina TRS Program Certification**

Vendor shall provide to Division by the date mutually agreed upon by the Vendor and Division all pertinent federally required information essential to the North Carolina Program Recertification Application with the FCC.

1. **Traffic Report**

Vendor shall email a cumulative monthly traffic report for the fiscal year to Division by the 21st of the following month of the preceding month. Division may request Vendor to create charts on the traffic report to make a graphical representation of usage, billable minutes, number of subscribers and call volume.

1. **Annual Report:**

Vendor shall develop and submit an annual report based on information from the fiscal year (July 1 – June 30) of each year preceding the due date of the annual report and includes, at a minimum, the following:

1. Annual Traffic report including TRS, and STS
2. Annual report of TRS, STS data including Statistics in Session Minutes; total call volume; and Customer Contact log in annual outcome report for any optional services
3. **Transition**

Per[47 CFR 64.604(c)(7)](file:///%5C%5Cwp5dsdhhfp01p.eads.ncads.net%5Cshared%5CSHARED%5CEquiment%20Distribution%20System%20%28EDS%29%5CTRS%20Contract%5CRFP%202025%20-%202029%5CRFP%20Template%20and%20Draft%5C47%20CFR%2064.604%28c%29%287%29) the Vendor must comply for the transfer of TRS customer information. Unless there is profile data from the outgoing TRS vendor to the incoming TRS vendor unless a waiver of specific regulations has been adopted by the FCC.

1. **Optional Services**

The vendor may include optional services to the TRS in the RFP, such as Relay Conference Captioning (RCC). If the vendor proposes RCC, they must comply and agree with the following minimum standards:

1. Requestor must be a resident of the State of North Carolina;
2. Proof of hearing, combined vision and hearing loss, or speech disability;
3. All RCC calls require prior approval by state TRS administrator.
4. Relay NC must receive confirmation from requestor that they are participating remotely/virtually teleconference meeting.

The vendor must describe in detail the type of service, the available hours and show ability to meet the minimum standards of such service in Cost Table 2, on page 20 of this RFP.

#  CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

* 1. CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

|  |
| --- |
| **Contract Manager Point of Contact** |
| Name: |  |
| Office Phone #: |  |
| Mobile Phone #: |  |
| Email:  |  |

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

|  |
| --- |
| **Customer Service Point of Contact** |
| Name: |  |
| Office Phone #: |  |
| Mobile Phone #: |  |
| Email:  |  |

* 1. CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.3 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall be required to provide the following reports: Traffic Reports to the designated Contract Lead on a monthly basis. This report shall include, at a minimum, information concerning work accomplished during the reporting period (monthly) the following: issues including complaints; notification of any significant changes to the FCC ruling/regulations. Traffic Reports showing traffic for TRS, Speech to Speech (STS) and Spanish calls shall include, but not limited to, number of calls handled, number of blocked/busy/no answer calls, average length of calls, statistics in session minutes, total call volume and number of subscribers/users. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

* 1. ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

* 1. FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a vendor’s performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

For purposes of failing to meet FCC minimum performance standards, the following liquidated damages shall be established:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Performance Standard** | **Measurement** | **Period**  | **Remedy** |
| **1** |  **Service Level** | **85 percent of calls answered within 10 seconds**  | **Daily**  | **$100/calendar day** |
| **2** | **FCC Complaint Resolution** | **Minimum FCC standards (30 days or less)** | **Per complaint** | **$100/complaint** |
| **3** | **Non- FCC Complaint Resolution** | **Resolution time for complaints not related to FCC standards (30 days or less)** | **Per complaint** | **$100/complaint** |

* 1. TRANSITION ASSISTANCE

One-year prior to the expiration of the Contract term, the Vendor must provide the State with a “Transition Out” Plan that documents and demonstrates how the Relay NC services and operation will be transferred to a potential new vendor(s). The Vendor shall be in compliance with the FCC’s Regulations [47 CFR 64.604(c)(7)](file:///%5C%5Cwp5dsdhhfp01p.eads.ncads.net%5Cshared%5CSHARED%5CEquiment%20Distribution%20System%20%28EDS%29%5CTRS%20Contract%5CRFP%202025%20-%202029%5CRFP%20Template%20and%20Draft%5C47%20CFR%2064.604%28c%29%287%29).

If a Contract results from this solicitation, and the Contract is canceled prior to its expiration, for any reason, Vendor shall provide transition plan to the State, at the option of the State, for up to sixty days to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

* 1. DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

* 1. CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

# 7.0 ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

https://ncadmin.nc.gov/documents/vendor-forms

# ATTACHMENT A: COST PROPOSAL

Complete and return this Cost Proposal

**Vendor’s Cost Proposal**

1. The costs quoted in this Cost Proposal were developed independently, without consultation, communication, or agreement with any other Vendor or any competitor.
2. The costs quoted in this Cost Proposal have not been disclosed by the Vendor, directly or indirectly, to any other Vendor or any competitor; and
3. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name Title**

[The Cost Proposal Must Be Signed by the Same Individual Who Signed The Execution Page]

[Unsigned Cost Proposals Will Not Be Reviewed]

**Instructions**

(1) Use the following Cost Tables to create the Cost Proposal.

(2) Do not use any other tables or forms.

(3) Do not modify the contents of any of the shaded cells in the Cost Tables.

(4) No estimates or contingencies shall be allowed.

(5) All volume discounts, if any, must be included in the Vendor’s cost proposal.

(6) Unsigned Cost Proposals will be rejected by the State.

(7) Vendor shall enter Cost per Session Minute for Telecommunications Relay Services in Cells A-2 of Cost Table 1. Multiply the Cost per Minute Session by the Estimated Annual Number of Billable Minutes shown in Cells B-2 and enter the product of the multiplication in Cells C-2 and C-3.

**Cost Table 1: TRS**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | A |  | B |  | C |
| 1 | Service | Cost Per Session Minute |  | Estimated Annual Number of Billable Minutes by Service |  | Estimated Annual Cost |
| 2 | Telecommunications Relay Services | $ | x | 122,000 | = | $ |
| 3 | Total Estimated Annual Cost of TRS | $ |

(8) Vendors offering Optional Services pursuant to RFP Section 5.2, 11) must provide a shorthand description of those services in column A of Cost Table 2 and must provide their cost for each service in column B of Cost Table 2. Vendors may add additional rows to Cost Table 2 if they wish to quote costs for more than five (5) Optional Services. The costs bid in Cost Table 2 will be binding upon the Vendor and the State if the State elects, at the time of contract award, to purchase one (1) or more of the optional services offered.

**Cost Table 2: Optional Services**

|  |  |
| --- | --- |
| A | B |
| Description of Optional Services | Unit Cost |
|  | $ |
|  | $ |
|  | $ |
|  | $ |
|  | $ |