



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
CONTRACT AMENDMENT

COPY

CONTRACT NO.: C203019001
AMENDMENT NO.: 002
TITLE: TELECOMMUNICATIONS RELAY SERVICES AND
CAPTIONED TELEPHONE SERVICES
ISSUE DATE: 06/18/04

REQUISITION: N/A
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

TO: 4314080070 8
SPRINT COMMUNICATIONS COMPANY, L.P.
13221 WOODLAND PARK ROAD
HERNDON, VA 20171

RECEIVED

JUN 23 2004

Internal Accounting
Mo. P.S.C.

RETURN AMENDMENT NO LATER THAN: 06/23/04 AT 5:00 PM

RETURN AMENDMENT TO: DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
301 WEST HIGH STREET, ROOM 630
PO BOX 809
JEFFERSON CITY MO 65102-0809

OR FAX TO: (573) 526-9818 (either mail or fax, not both)

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Public Service Commission
200 Madison Street, Suite 220
Jefferson City, MO 65101

SIGNATURE NOT REQUIRED

AUTHORIZED SIGNATURE 		DATE 6/23/04
PRINTED NAME Don Rawlings		TITLE Senior Contract Administrator
COMPANY NAME Sprint Communications Company, L.P.		
MAILING ADDRESS 13221 Woodland Park Road		
CITY, STATE, ZIP Herndon, VA 20171		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYEE ID NO. 43-1408007
PHONE NO. (703) 904-2492	FAX NO. (703) 904-2069	E-MAIL ADDRESS Don.j.rawlings@mail.sprint.com

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS: Accepted in its entirety.		
CONTRACT NO. C203019001	CONTRACT PERIOD 07/01/03 through 06/30/06	
BUYER TED WILSON	DATE 6/23/04	DIRECTOR

Contract C203019001

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AMENDMENT #002 TO CONTRACT C203019001**TITLE: TELECOMMUNICATIONS RELAY SERVICES AND CAPTIONED TELEPHONE SERVICES****CONTRACT PERIOD: JULY 1, 2003 THROUGH JUNE 30, 2006**

The State of Missouri desires to amend the above referenced contract to delete the requirement for the contractor to provide the 600 CapTel phones as stated in contract paragraph 3.12. As a result of this amendment, the price for a CapTel call, as listed in Exhibit A.1 b., is change from a \$1.52 per minute to a firm fixed price of \$1.45 per minute.

All other terms, conditions, and provisions of the contract shall remain the same and apply hereto.

The contractor shall sign and return this document on or before the date indicated on the on page 1.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
REQUEST FOR PROPOSAL**

COPY

RFP NO. B2Z03019

**TITLE: TELECOMMUNICATIONS RELAY SERVICES AND
CAPTIONED TELEPHONE SERVICES**

ISSUE DATE: 02/21/03

REQ#: NR 419 30803000004

BUYER: Ted Wilson

PHONE NO.: (573) 751-1692

E-MAIL: wilson@mail.oa.state.mo.us

RETURN PROPOSAL NO LATER THAN: 03/11/03 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

**RETURN PROPOSAL TO: DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
301 WEST HIGH STREET, ROOM 630
PO BOX 809
JEFFERSON CITY MO 65102-0809**

CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Missouri Public Service Commission
200 Madison Street, Suite 220
Jefferson City, MO 65101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/19/02). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:					
CONTRACT NO.		VENDOR NO.		CONTRACT PERIOD	
BUYER		DATE		DIRECTOR	

1. INTRODUCTION:**1.1 Purpose:**

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for the acquisition of Telecommunications Relay Services (TRS) and Captioned Telephone (CapTel) Services on an as needed, if needed basis for the Missouri Public Service Commission (MoPSC) located in Jefferson City, Missouri, in accordance with the requirements and provisions stated herein.

1.2 Offeror's Contacts:

- 1.2.1 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. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee 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.

1.3 Background:

- 1.3.1 The Division of Purchasing and Materials Management awarded a three-year contract in August 1999 for Telecommunications Relay Services. The contracts included two one-year renewals. The contract was awarded to Sprint. The contract is due to expire June 30, 2003.
- 1.3.2 The current contract, contract number C600605001, established by the Division of Purchasing and Materials Management may be viewed or downloaded at Internet address: <http://www.oa.state.mo.us/purch/webimaging/Homepage.htm>.
- 1.3.3 The TRS enables telephone communication between a deaf and hard of hearing or speech impaired person through the assistance of a Communication Assistant (CA). The CA translates the verbal or typed message between the deaf and hard of hearing or speech impaired party and the hearing person.
- 1.3.4 The estimated average conversation time is 5.7 minutes, the average monthly call volume is 82,000 and the estimated traffic percentages are 88% local, 5% intrastate and 7% interstate.
- 1.3.5 The Division of Purchasing and Materials Management awarded a contract to Sprint for CapTel Services for the period February 3, 2003 through August 3, 2003. CapTel service is a proprietary service targeted at hard of hearing, VCO and other users who have difficulty using a regular telephone, but can speak. CapTel involves the use of a special (CapTel) telephone. The conversation of one party on the call is translated to text by utilizing specialized equipment with speech-to-text technology in relay call processing and sent to the CapTel phone, where it can be read on a screen.

2. CONTRACTUAL REQUIREMENTS:**2.1 Contract Period:**

- 2.1.1 The original contract period shall be date of award of the Request for Proposal (RFP) through three years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional two-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such

right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

2.2 Price:

- 2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.3 Title:

- 2.3.1 Title to any leased equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.4 Liabilities:

- 2.4.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.5 Contractor Liability:

- 2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.5.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.5.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.6 Subcontractors:

- 2.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain