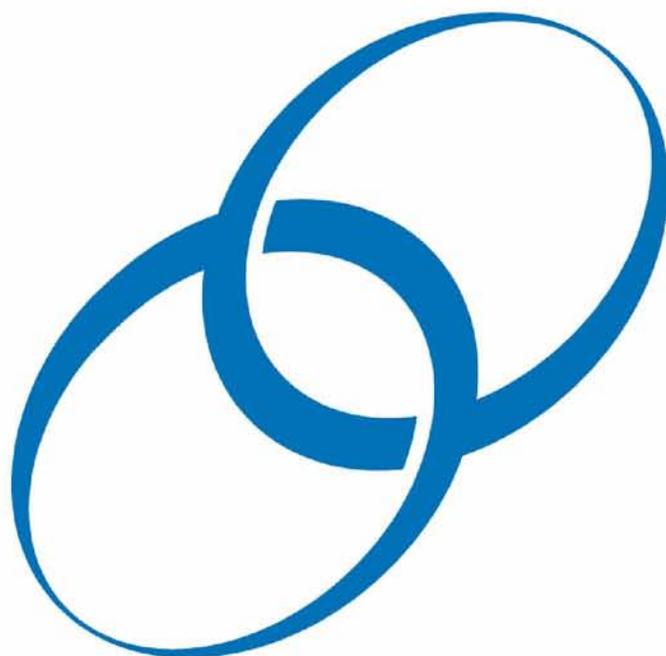


Appendix H

Current RFP with Addendum



Nebraska
Relay

**STATE OF NEBRASKA
PUBLIC SERVICE COMMISSION**

**REQUEST FOR PROPOSAL FOR THE PROVISION
OF THE FACILITY, EQUIPMENT AND
MAINTENANCE OF THE NEBRASKA RELAY SERVICE**

SCA-0225

**Schedule Of Events
(See Part I.A Following Table of Contents)**

**Issued On
December 11, 2001**

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I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau is issuing this Request for Proposal, Service Contract Award #0225 for the Nebraska Public Service Commission for the purpose of selecting a qualified contractor to provide Telecommunications Relay Services.

A contract resulting from this RFP will be issued for a period of three (3) years effective July 1, 2002 through June 30, 2005, with the option to renew for two (2) additional two (2) year periods as mutually agreed upon by all parties.

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted that some dates are approximate and subject to change.

	<u>ACTIVITY</u>	<u>DATE/TIME</u>
1.	Release Request for Proposal	December 11, 2001
2.	Last Day to Submit Written Questions	December 31, 2001
3.	State Responds to Written Questions Through Request for Proposal Addendum	January 4, 2002
4.	Proposal Opening	February 8, 2002, 2 p.m., CT
	Location:	State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68509-4847
5.	Oral Interviews/Presentations and/or Demonstrations	Week of February 25, 2002.
6.	Issue Letter of Intent to Contract	March 8, 2002.
7.	Contract Award	March 8, 2002.
8.	Contractor Start Date	July 1, 2002

B.

HISTORY/SERVICE DESCRIPTION

Legislative Bill 240 (Sections 1 through 6) was passed by the Nebraska Legislature and signed into law by Governor Orr in January 1990. This legislation creates the Nebraska Telecommunications Relay System Fund and directs the PSC to administer provisions of the act with the advice of a special committee consisting of seven members appointed by the Nebraska Commission for the Deaf and Hard of Hearing (NCDHH). The Nebraska Equipment Distribution Program was established by the PSC pursuant to the passage of LB 146 by the Nebraska Legislature and signed into law by Governor Ben Nelson May 10, 1995. This statewide program allows Deaf, Hard of Hearing, Speech Impaired and Deaf/Blind individuals to obtain credits to be used in the purchase of specialized telecommunications equipment. Statute 86-1305 provides that the operation of the statewide dual relay system will be funded by an end user surcharge applied by each local exchange company to each customer's local telephone bill.

The Nebraska Telecommunications Relay Service commenced operations January 1, 1991. The number of calls the first month was 5,243 (Incoming Calls Serviced by Operator) with a call volume of 33,453 minutes (Operator Minutes of Work Time). Historical statistics since July, 1997 presented in Appendix A, are provided for review.

The Nebraska TRS allows a person using a telecommunications device for the deaf / teletypewriter (TTY/TT) to communicate with another telephone user using conventional telephone equipment. The service also works in reverse, allowing a person without a TTY/TT to call a TTY/TT user. Specially trained Communication Assistants (CAs) are available 24 hours a day, seven days a week, to relay calls.

The responsible vendor will provide for the complete facility, equipment and human resources for the Nebraska TRS. The relay facility shall be comprised of, but not limited to, the facilities of the relay center, all hardware, software, furniture, operator stations, long distance billing and collection system, relay service access lines, any ongoing technical expertise needed to maintain the facility, and any other duties or equipment necessary to carry out the specifications and requirements of this RFP.

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Ruth Gray, Buyer Agency: Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, Nebraska 68509-4847
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurc@notes.state.ne.us

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified contractors who will be responsible for providing statewide telecommunications relay services for the deaf, hearing and/or speech impaired persons in Nebraska at a competitive and reasonable cost. This system is to enable such persons to communicate fully with others using conventional telephone systems twenty-four hours per day, seven days per week, including holidays. Proposals that do not conform to the mandatory items provided in Section V.A. will not be considered.

Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format as prescribed in Appendix B.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is made and announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted only to written communication with the staff designated specifically to this Request for Proposal. Once a contractor is selected, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the State Purchasing Bureau staff designated specifically to this RFP or procurement;
2. Those contacts made pursuant to any pre-existing obligation;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize the contract.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a contractor regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the agency indicated in Part A and clearly marked "SCA-0225; Telecommunications Relay Services Questions." It is preferred that questions be sent via e-mail to matpurc@notes.state.ne.us. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Ruth Gray, showing the total number of pages transmitted, and clearly marked "SCA-0225; Telecommunications Relay Services Questions." The State assumes no liability for assuring accurate or complete E-mail or Fax transmission or receipt.

Written answers will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful contractor. All contractors that submitted bids may not have an opportunity to present or interviews/presentations and/or demonstrations. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals to determine the final award. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Contractors shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the potential contractors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the contractor and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original and fourteen (14) copies (enough copies for evaluation) of the entire proposal should be submitted by the proposal due date and time. Proposals must reference the Service Contract Award number and be sent to the specified address. Please note that the address label must appear as specified on the face of each container. The State accepts no responsibility for mislabeled/missent mail. Proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The SCA number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals must be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding organizations announced on the date, time and location specified in the Schedule of Events.

H. REJECTIONS OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the contractors competitive position. All awards will be made in a manner deemed in the best interest of the State.

I. PROPOSAL EVALUATION

The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The evaluation process must comply with the terms and conditions, for competitive proposals. The criteria for determining the responsiveness level of each contractor shall include but not be limited to:

1. The ability, capacity and skill of the contractor to deliver and implement the system or project that meets the requirements of this Request for Proposal;
2. The character, integrity, reputation, judgment, experience and efficiency of the

- contractor;
- 3. Whether the contractor can perform the contract within the specified time frame;
- 4. The quality of contractor performance on prior contracts;
- 5. Such other information that may be secured and that has a bearing on the decision to award the contract; and
- 6. Cost.

J. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee. This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of Evaluation Committee and any working documents will not become public information.

Contractors are advised that only members of the Evaluation Committee, meeting in their official capacity, can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal.

K. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- 1. The signed Request for Proposal for Contractual Services form;
- 2. Executive Summary;
- 3. Corporate Overview;
- 4. Technical Requirements;
- 5. Cost Proposal;
 - a. Attachment 1 - "Price Quotation for Mandatory Services", (required).
 - b. Attachment 2 - "Price Quotation for Optional Service(s)", (if applicable).

L. TECHNICAL EVALUATION/WEIGHTS AND SCORING

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the technical evaluation include:

- 1. The Executive Summary;
- 2. Corporate Overview;
- 3. Technical Requirements;
- 4. Cost Proposal;
- 5. Oral Interviews/Presentations and/or Demonstrations (if needed).

(Scoring criteria will become public information at the time of the Request for Proposal opening.)

M. REFERENCE CHECKS

Information to be requested and evaluated from each reference includes project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual.

The State reserves the right to check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects.

It is intended that the results of the reference interviews will be included as a factor in the proposal evaluation, but the State reserves the right to forego the process of verifying references, conducting interviews and including the results as part of the proposal evaluation process. Please see Section V, Part A.3, Corporate Overview section , item p for specific references requirements.

III. TERMS AND CONDITIONS

The terms and conditions stated herein are in addition to those stated in the “Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer” form and apply in like force to this Request for Proposal and any contract resulting therefrom.

The contractor’s signature on the “Request for Proposal for Contractual Services” form is a guarantee of compliance with the provisions stated in this Request for Proposal.

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. The signed Request for Proposal form;
2. Any Request for Proposal Addenda, (Questions and Answers);
3. The Contractor’s Proposal;
4. Contract Award; and
5. Any Contract Amendments, in order of significance.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

This Request for Proposal does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this Request for Proposal at any time. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor’s clients.

Contractors will be notified, in writing, once an award decision has been determined.

Grievance and protest procedure is available by contacting the buyer. All protests must be filed by the contractor within ten (10) calendar days after the contract award.

B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT

The contractor must assure the State that it shall comply with the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended so that no person shall, on the grounds of age, religion, sex, disability, race, color, national origin or marital status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program or activity supported by this contract.

The Federal Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 (P.L. 101-336), as amended, Section 5043 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the Nebraska Fair Employment Act, as amended are incorporated herein.

The contractor further agrees to include similar provisions in all subcontracts for services allowed in connection with this contract.

C. CLEAN AIR AND WATER ACTS

The contractor shall comply with all applicable standards, orders and requirements issued pursuant to Section 306 of the Clean Air Act (42 U.S.C. 1857(H)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15) and applicable requirements of OMB Circular A-102.

D. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right of materials, supplies, equipment necessary to execute this contract. The contract price shall without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any claims.

E. PERMITS AND REGULATIONS

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all laws, ordinances, rules, orders and regulations related to the performance of the contract.

F. COOPERATION WITH OTHER CONTRACTORS

The State may award supplemental contracts for work related to this Request for Proposal, or any portion thereof. The State reserves the right to award the contract as a joint venture between two or more potential contractors, if such an arrangement is in the best interest of the State. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

G. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor or other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

H. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in its proposal. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract without the prior written authorization of the State.

I. CONTRACTOR PERSONNEL

The contractor shall warrant that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to it's employees, the contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. Damages incurred by contractor's employees within the scope of their duties under this contract;
4. Maintaining workers' compensation and health insurance to the extent required by governing state law. Evidence of workers' compensation coverage must be submitted annually to the State; and
5. Determination of the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any approved insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

J. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not knowingly recruit or employ any State professional or technical personnel who has worked on the project, or who has had any influence on decisions affecting the project for telecommunications relay services following the completion of the services provided pursuant to the contract. This prohibition does not affect the right of the contractor's organization to recruit employees for projects unrelated to this contract, provided such recruitment does not create a conflict of interest.

K. CONFLICT OF INTEREST

Prior to award of any contract, the contractor shall certify in writing, if requested by the State, that no relationship exists between the contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the State who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The contractor shall provide assurances that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The contractor shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

L. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by contractors in replying to this Request for Proposal or in the demonstrations and oral presentations.

M. ERRORS AND OMISSIONS

The contractor shall not take advantage of any errors and/or omissions in this Request for Proposal and contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

N. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

O. ASSIGNMENT BY THE STATE

The rights of the State under this contract shall be assignable to any other agency of the State with prior notice to and the consent of the contractor. The contractor shall not unreasonably withhold its consent.

P. ASSIGNMENT BY THE CONTRACTOR

The contractor shall not assign or transfer any interest in the contract without the prior written consent of the State.

Q. DEVIATIONS FROM THE CONTRACT

The requirements contained in the Request for Proposal are a part of the terms and conditions of this contract. Any deviations from the Request for Proposal must be clearly defined by the contractor in its proposal, and if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements.

R. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State. Any legal proceedings against the State regarding this Request for Proposal or any resultant contract shall be brought in the State administrative or judicial forums. The contractor must be in compliance with all Nebraska statutory and regulatory law.

S. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, including attorney's fees and costs, at all stages of said litigation as set by the hearing officer or court if the State is the prevailing party.

T. ADVERTISING

The contractor agrees not to refer to the contract award in commercial advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

U. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear excepted.

V. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises.

W. NOTIFICATION

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery in person, or upon delivery by Certified Mail, Return Receipt Requested. The contractor shall provide in its proposal the name, title and complete address of the contractor's designee to receive notices.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

X. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and contractor, by mutual written agreement, may terminate the contract at any time.
2. The State in its sole discretion may terminate the contract for any reason upon thirty (30) days written notice to the contractor.

Y. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the next fiscal year are contingent upon legislative appropriation of funds for this contract. Should said funds not be appropriated, the State may terminate this contract with respect to those payments for succeeding fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

Z. DEFAULT BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

AA. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

BB. LIQUIDATED DAMAGES

In the event that the contractor fails to perform any substantial obligation under this contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the state of \$6,850 dollars per day, until the deliverables are approved.

CC. FORCE MAJEURE

The contractor shall not be liable for any excess cost to the State if a failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to, acts of God, fire, strikes, epidemics and quarantine restriction. The contractor shall take all possible steps to recover from such occurrences and inform the State of status.

DD. PROHIBITION AGAINST ADVANCE PAYMENT

No compensation or payments of any kind will be made in advance of services actually performed and/or goods furnished.

EE. PAYMENT

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the contractor to pay to the contractor when the terms and conditions of the contract and specifications have been fully completed and fulfilled on the part of the contractor to the satisfaction of the State, the sum of the individual order amount. Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408.

FF. INVOICES

Invoices for payments must be submitted by the contractor to the responsible agency requesting the services.

GG. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of the obligation of the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the state in the course of an audit.

HH. TAXES

The State is not required to pay taxes of any kind and assumes no liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a State-owned facility is the responsibility of the contractor.

II. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

JJ. CHANGES IN SCOPE/CHANGE ORDERS

The State may at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's project coordinator. (The State retains the right to employ the services of a third party to perform any change order(s)).

As soon as possible, but no more than ten (10) work days (or another mutually agreed upon time period for large scope change orders) after receiving the written change order, the contractor shall provide a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change order has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. Any statement of price increase shall be accompanied by sufficient documentation that shows the estimated increase is based solely on the change order rates included in the contractor's Cost Proposal, an allowance was considered for any increase or decrease in the cost of the contractor's performance of the remainder of the contract, and an allowance was considered for any economies to the contractor resulting from the duplication or overlapping of similar work which has been or will be performed under the contract. The cost of analyzing the change order shall be separately identified from the cost associated with the implementation of the change order.

The State's project coordinator and the contractor shall determine in a timely manner as to the time, manner, price increase or decrease, and schedule of any change orders.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

KK. HOLD HARMLESS

The contractor agrees to hold the State harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the contractor, its employees or agents in the performance of this agreement including all associated costs of defending any action.

LL. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information.

MM. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. Proprietary information must be submitted in separate package and clearly marked. Proprietary information is defined as (see Nebraska State Statute 84-712,et cetera)

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1. By submission of this proposal, the contractor certifies, and in the case of a joint proposal, each party thereto certified as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening in the case of an advertised procurement or prior to award; and
- c. No attempt has been made or will be made by the contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal certifies that:

- a. He/She is the person in the contractor's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 1.a through 1.c above;

OR

- b. He/She is not the person in the contractor's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to 1.a through 1.c above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 1.a through 1.c above.

PP. PRICES

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposed until the award of the contract.

Contractor represents and warrants that any or all prices for services, now or subsequently specified are as low as and no higher than prices which contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If during the term of this contract, contractor shall reduce any or all prices charged to any or all customers other than the State for the same or similar products or services specified herein, contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services. Contractor also represents and warrants that all prices set forth in this contract and all prices in addition, which contractor may charge under the terms of this contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation now and throughout the term of this agreement. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

QQ. ETHICS IN PUBLIC CONTRACTING

No contractor shall pay, offer to pay, either directly or indirectly any fee, commission compensation, gift, gratuity, or other thing of value to any State officer, legislator or employee. Contractor shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure this contract. If the contractor is found to be in non-compliance with this provision of the RFP, they will forfeit the contract if awarded to them or be disqualified from the selection process.

It is the intent of this section to assure that the prohibition of state contact during the procurement process (Section II C) is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence.

IV. TECHNICAL REQUIREMENTS

A. INTRODUCTION

Each technical requirement is designated as mandatory or optional. The Vendor shall comply with the following conditions when submitting its proposal:

1. **Mandatory**

These are service specifications that shall be adhered to in providing the TRS. The price for mandatory service specifications must be included in the overall price per minute. The per session minute reimbursement rate for all services noted as “mandatory” shall be referenced in Attachment 1.

2. **Optional**

These are enhanced service specifications that need not be offered by a Vendor, but that may be considered by the PSC. The per session minute reimbursement rate for each optional specification(s) should be listed individually in Attachment 2 and may or may not be included in the contract at the discretion of the Evaluation Committee.

B. TELECOMMUNICATIONS RELAY SERVICE

DEFINITIONS/ACRONYMS: MANDATORY

The following terms, when used in this RFP, have meaning as indicated below:

Abandoned Call - An incoming call reaching the relay service center but not answered by a CA.

ADA - Americans with Disabilities Act.

ANI - Automatic Number Identification. Required to determine jurisdiction for traffic determination and caller profiles.

ASCII - An acronym for American Standard Code for Information Interchange which employs an eight bit code and can operate at any standard transmission baud rate including 300, 1200, 2400, and higher.

ASL - American Sign Language. A visual language based on hand shape, position, movement, and orientation of the hands in relation to each other and the body.

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.

Billable Minutes (Conversation Minutes Basis) - Defined as the time period the relay originator is connected to the called party's number until the moment two parties disconnect. This includes answering machine, or voice menu. Billable Conversation Minutes do not include the time in queue (call is ringing, waiting for the call to connect to the other phone number), call set-up, call wrap-up, or calls that have reached numbers that are busy or received no answered.

Billable Minutes (Session Minutes Basis) - Defined as the time period a Communications Assistant (CA), relay operator or relay agent connects to an incoming relay call until the moment the CA disconnects the last party. This definition includes incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party and includes call set-up and wrap-up.

Call Set-Up - Defined as 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 caller and called party are connected, this ends the call set-up.

Call Wrap-Up - Defined as a time period when one of the two relay party disconnects to the moment the CA disconnects the last party.

Call Duration - Defined as a time period when a relay calls that are recorded the actual length of time between the set-up and the call wrap-up. (Identical to Billable Conversation Minutes or Time).

CDR - Call Detail Record.

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.

Communications Assistant (CA) - A person who transliterates conversation from text to voice and from voice to text between two end users of TRS. CA supersedes the term “TDD operator.”

Completed Outbound Call - An outbound call which is answered by the called party. This includes calls answered by any person at the called party’s number as well as calls answered by an answering machine or answered when forwarded from the called party’s number to another location such as another number or voice mail.

Conversation Minutes or Time - The time during which the called party and the calling party are able to communicate.

CSC - Comprehensive Skills Certificate. Certification process for Video Relay Interpreting. Also “**CI and CT**”, Certification of Interpretation and Certification of Transliteration, respectively.

Disconnected Call - An outgoing call in which the calling party or the CA terminates the incoming call before the called party answered.

FCC - Federal Communications Commission.

General Assistance Calls - The category of incoming calls not associated with an outgoing call attempt. Even though an incoming call may reach the relay center, no associated outbound call attempt may be made because such reasons as, but 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 about relay or some other topic, calling party may have misdialed and have not intended to call TRS at all, calling party may have forgotten the number of the party he or she wishes to reach, etc.

GOS - Grade of Service.

Hearing Carryover (HCO) - A reduced 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.

Incoming Call - An incoming call refers to the portion of the communications connection from the calling party and reaching the relay service center. An incoming call can be a general assistance call, or it can be an incoming call associated with an outbound call, or it can be a call that is abandoned before being answered by the CA. An incoming TTY call is a call originated by a TTY user. An incoming telephone call is a call originated by a telephone user.

Incompleted 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.

IP relay. Internet Protocol relay.

LATA - Local Access Transport Area. Area served by a single local telephone company. Long distance calls are inter-LATA calls, and are handled by an interexchange carrier. Circuits with both end-points within the LATA (intra-LATA) calls are generally a purely local telco responsibility.

MBE - Minority Business Enterprise.

NAD - National Association of the Deaf (see www.nad.org). Levels IV and V regarding Video Relay Interpreting are certified levels of competence.

NCDHH - Nebraska Commission for Deaf and Hard of Hearing.

NECA - National Exchange Carrier Association. The responsible agency for the administration of funding interstate telecommunications relay services.

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.

NPA - Number Plan Area, i.e., Area Code.

NPSC - Nebraska Public Service Commission

NTRS - Nebraska Telecommunications Relay Service

NXX - Prefix-line number.

Outbound Call - An outbound call refers to the portion of the communications connection from the relay service center to the called party. An outbound call may (completed) or may not (incompleted) be answered by the called party. An outbound TTY call is a call to a TTY user. An outbound telephone call is a call to a telephone user.

PSAP - Public Safety Answering Point. The location associated with emergency call handling centers.

PSC - See **NPSC**

PO1 - Signifies 1 call blocked out of 100 incoming calls.

Qualified Interpreter. An interpreter who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

RID - Registry of Interpreters for the Deaf (see www.rid.org).

RFP - Request For Proposal.

Session Minutes or Time - The time during which the CA is connected to either the calling or called party.

STS - Speech to Speech. A telecommunications relay service that allows people with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of person with disabilities and can repeat the words spoken by that person. Individuals using STS include those with cerebral palsy, Parkinson's disease, a laryngectomy, ALS, stuttering, muscular dystrophy, stroke, and other conditions affecting clarity of speech. The STS CA facilitates the conversation between people by repeating what is spoken by the person with speech disabilities.

TTY/TT - (TeleTYpewriter, or Text Telephone) - A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system. The term includes such mechanisms equipped with sight assisting devices such as a large print screen or Braille printer and also includes computers. TTY or TT supersedes the term "TDD" or "telecommunications device for the deaf."

TRS - Telecommunications Relay Services. 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. TRS supersedes the terms “dual party relay system,” “message relay services,” and “TDD Relay.”

User - Includes either the calling or called party in a relay call.

VRS - Video Relay Service. 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 CA to view and interpret the party’s signed conversation and relay the conversation back and forth with a voice caller.

Voice Carryover (VCO) - A reduced form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types back to the person with the hearing disability. The CA does not voice the conversation.

WPM - Words Per Minute.

C. SYSTEM DESIGN

The Nebraska TRS shall provide for the uniform and coordinated provision of the service on a statewide basis.

1. Functional Equivalency: Mandatory

The underlying standard of the relay system 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. The TRS shall be designed to enable persons with a hearing or speech impairment utilizing TTYs to place telephone calls to non-TTY users (and vice versa) by using the telephone interpreting assistance of a TRS Communications Assistant. The relay service must operate 24 hours per day, seven days a week, including holidays.

The TRS shall comply with all state and federal requirements for intrastate and interstate telecommunications relay service. If there is any discrepancy between any of these requirements, the more stringent requirement shall apply.

2. **Personnel/Equipment/Facilities: Mandatory**

The vendor shall furnish all personnel, telecommunications equipment and facilities necessary to comply with the provisions enumerated in this RFP and subsequent contract and any and all other state or federal requirements that affect the provision of TRS in Nebraska.

The physical facilities of the relay center may or may not be located in Nebraska. The vendor is not required to construct the relay facilities in Nebraska.

For vendors not constructing relay facilities in Nebraska, a liaison contact residing in Nebraska would be required for purposes of representing the relay services and involvement with the communities of Nebraska. Geographical location will be taken into consideration in contract evaluation.

3. **Primary Call Center: Mandatory**

The relay provider shall so design the system so that at least eight-five percent (85%) of all Nebraska's relay traffic be processed within one primary call center.

4. **Network Configuration: Mandatory**

The relay provider shall design the system to handle the following types of calls:

- a. Nebraska intraLATA local and toll calls and Nebraska intrastate interLATA calls.
- b. Interstate calls originating or terminating in Nebraska. (Billed to NECA, not to the NPSC).
- c. International calls originating or terminating in Nebraska. (Billed to NECA, not to the NPSC.)
- d. Calls to 800/888 numbers and 900 numbers, including regionally-restricted 800/888 numbers, and calls to the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to the relay user in his/her calling area. Bidders shall briefly describe how access to the regionally-restricted and special prefix numbers shall be accomplished. Presently 60% of 800/888 and 900 number traffic is billed to NECA, with the NPSC being billed 40%. NECA may periodically change the percentage.

- e. Abbreviated (711) dialing. The network shall be so configured as to segregate 711 traffic from other 1-800/888 traffic for monitoring purposes. The network shall be designed to answer in voice mode first, then TTY, then ASCII.

The transmission circuits shall meet or exceed industry interexchange performance standards for circuit loss and noise.

The proposal will describe the facilities, telecommunications equipment, and software the Vendor will use in providing TRS. The proposal must include a network design diagram that describes the network configuration to be used in providing the TRS, including the way callers will access the service, the way the Vendor will handle the calls, and the quantities and types of inbound and outbound circuits necessary to complete the projected number of local and toll calls.

There shall be no limits on the number of single or sequential calls or on the length of any calls made through the relay.

5. **System Reliability: Mandatory**

The relay provider's system must be designed to meet the following reliability specifications:

a. **OSHA Standards: Mandatory**

The Vendor will provide an ergonomically sound workplace. The Vendor will comply, within a reasonable amount of time, with any State and Federal Occupational Safety and Health Administration (OSHA) mandated requirements for the type of work being completed at the Nebraska TRS.

The Vendor will certify that the proposed workplace equipment and design meets State and Federal OSHA standards and will be modified consistent with any future State and Federal OSHA standards at the expense of the Vendor.

b. **Uninterruptible Power: Mandatory**

The uninterruptible power system must provide a minimum of four (4) hours backup support for the switching system and its peripherals, switch room environment, (i.e., air conditioning or heating, fire suppression system, emergency lights and system alarms), operator consoles/terminals, operator work site emergency lights, and Call Detail Record (CDR) recording.

c. **TRS Platform: Mandatory**

The switching system will include a redundant central processing unit (CPU) on “hot stand-by”, or other comparable mechanism, to ensure that no calls are dropped due to processor failure; a full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities; on-line system monitoring; real time programming capabilities which will not take the system off-line; the ability to perform preventative maintenance without taking the system off line; and an inventory of spare critical components (to be defined by the Vendor) which are maintained on site to ensure the required levels of service are met.

d. **Intercept Messages: Mandatory**

Intercept messages as appropriate will be provided if a system failure occurs within the relay switch or on outbound circuits. Both voice and TTY messages will be provided. Intercept messages on inbound circuits may or may not be under the control of the service provider.

No call to the relay service will be answered by a recorded message, for voice or TTY, except in the case of a system failure or other unavoidable interruption in service. Only a continuous ringing or busy signal will be used.

e. **Trouble Monitoring and Reporting: Mandatory**

The relay provider must have an established methodology for trouble reporting and tracking of events that affect their relay services. Automated switch and software maintenance alarms and real time systems surveillance shall be employed.

Once an issue has been identified as having impacted TRS service, the provider shall record the event and begin the restoration procedure. Should the service not be restored within twenty (20) minutes, the relay provider shall notify the NPSC by the next business day, fully communicating the nature of the problem and the estimated time to repair.

f. **Disaster Recovery Plan: Mandatory**

The Vendor will create a detailed plan for dealing with all types of natural and man-made problems. In addition, the plan should detail the levels and time frames of escalation which will be employed to address the problem and restore service. A primary requirement is to notify the PSC within two (2) hours after determining a disaster situation exists. For purposes of this RFP, a “disaster” is defined as any time that fifty percent (50%) or more of the incoming traffic is abandoned for a time period of thirty (30) or more minutes.

As an augmentation to the above requirements for a disaster recovery plan, the Vendor will provide detailed plans which address how the Vendor plans to cope with specific disasters. These may include: alternate switching of calls including network diagrams identifying where traffic will be rerouted if vulnerable circuits become inoperable; the provision of up to fifty percent (50%) redundant circuits to geographic areas where users are concentrated; a contingency plan for how disasters will be handled which are not part of the network but which may affect the network (e.g., a fire in the Central Office which serves the Nebraska TRS, winter storm affecting transportation); and / or other areas which the Vendor considers important to include in a disaster plan.

A written disaster recovery report shall be filed with the PSC within twenty-four (24) hours from the time the disaster began. The report should explain how the problem will be corrected and give an approximate time and date the relay service will be in full operation. When service is restored, the Vendor will submit a written report to the PSC on the problem.

g. **Security: Mandatory**

The relay center must be constructed and operated in such a manner that access to operator positions is denied to the public and unauthorized employees of the Vendor(s). Relay service operations (CAs performing their relay function) must be performed in Vendor facilities located physically within the relay center.

The vendor shall describe what measures shall be in place to secure the relay center from unauthorized access and malicious actions from both outside and from within the relay center's physical and logical environments.

6. **Billing Requirements: Mandatory**

The Vendor's design of the system shall provide for charges for collect calls, person-to-person calls, and calls charged to a third party. The Vendor must have the capability to bill to any calling card issued by any certificated Nebraska local exchange or interexchange carrier, or placed using a debit card. For toll calls, the relay user must be billed for conversation and/or answering machine time only, not session time.

The Vendor must include a complete description of how users will be billed for all calls, including directory assistance calls. This description must include the Vendor's procedures for obtaining billing information from the local exchange companies, whether the billing will be performed in-house or contracted, list specific credit cards to which calls can be billed, and include a sample bill format.

7. **Charges for Intrastate and Interstate Toll Calls: Mandatory**
Intrastate and interstate long distance calls placed through the relay system will be billed to the caller at no more than the same rate that would apply if the calls had been placed without the use of the relay operator. This rate will include any applicable discounts offered to TTY users by the TTY users long distance carrier for a toll call or by the local exchange carrier.
8. **Responsibility for System Design: Mandatory**
Specific design of the system shall be the sole responsibility of the prospective service provider.

D. SERVICE STANDARDS

1. **Access to Directory Assistance: Mandatory**
The Nebraska TRS will allow users to access local and intrastate long distance directory assistance. In addition, the proposal will include a provision to interconnect with interstate directory assistance as part of the contract price.

The proposal must state the proposed directory assistance rates to be charged to directory assistance users. Billing for directory assistance calls shall be at no more than the same rate that would apply if the calls had been placed within the exchange area of the originating caller and without the use of the relay operator.
2. **Access to Local Exchange Company Enhanced Services: Mandatory**
The Vendor shall propose methods enabling the relay user to utilize his or her local exchange convenience services (such as three-way calling or call waiting) on calls completed through the relay service to the extent that such services are compatible with the relay center network.
3. **Access to Restricted 800 and 888 Numbers: Mandatory**
The Vendor must provide a means of reaching regionally-restricted 800 and 888 numbers and the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to the TTY user in his/her calling area.
4. **Adherence to FCC Requirements and Standards: Mandatory**
All minimum standards and regulations relating to TRS found in 47 C.F.R. 64.601 through 65.605 shall at the time of bid and subsequent to it are hereby incorporated by reference as mandatory standards required in the context of this RFP and resulting awarded contract, regardless of whether or not said standards are specifically mentioned, named or referred to in this RFP. Where there is a difference between the standard of a FCC regulation and the standard of a requirement in this RFP, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

5. **Adherence to NPSC Requirements and Standards: Mandatory**
All minimum standards and regulations relating to TRS established by the NPSC at the time of bid and subsequent to it are hereby incorporated by reference as mandatory standards required in the context of this RFP and resulting awarded contract, regardless of whether or not said standards are specifically mentioned, named or referred to in this RFP. Where there is a difference between the standard of a NPSC regulation and the standard of a requirement in this RFP, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

6. **Blockage Rate: Mandatory**
Adequate network facilities shall be used in conjunction with the TRS so that under projected calling volumes, not more than one (1) out of one hundred (100) calls must encounter a busy signal when calling the Nebraska TRS.

At a minimum, the blockage rate shall be measured for a thirty (30) minute period during each hour of each day. This information shall be reported monthly to the PSC.

7. **Branding of Call Type: Mandatory**
The TRS facility shall have the ability to record technical information (e.g. Baudot, ASCII, other enhanced transmission protocols, voice, VCO, or HCO) regarding the most recent call placed by a relay user. The relay user's next call may be automatically set up using the recorded information.

8. **Caller Profile: Mandatory**
The relay provider shall establish and maintain a caller profile database. This database shall be used in association for each inbound call for and querying capabilities for all outbound calls. The relay provider shall be able to query the caller profile database by name as well as by phone number.

The CA or customer service representative shall input caller profile information received from TRS users for the purposes of establishing, modifying or deleting a caller's profile. The CA or customer service representative may receive such information by mail, fax, email and in all modes of relay (voice, TTY, STS and VRS and IP Relay if contractually offered and accepted.) Users may request a confirmation copy of their profile from a CA or customer rep. The CA or customer rep shall confirm the user's mailing address, fax number or email address where the user wants to receive the confirmation copy. Note that the user's mailing address, fax number or email address need not be included in the user's profile. This confirmation copy must be provided within 24 hours of the request.

The relay provider may employ web site or other automated access methodologies to capture caller profile information directly from the user. A verification component shall be included if these methodologies are employed.

The relay provider shall not develop profiles based solely on experience with relay users. Profiles can only be generated at the request of the user. Providers shall not use instructions given by the relay user at the start, during, or after a relayed call to develop a profile or probability profile.

The caller profile shall include a provision for relay users calling from PBX systems. The answer mode shall be in voice first.

9. **Calling Billing Record: Mandatory**

Vendors must specify the system for identifying and documenting interexchange calls (e.g. long distance calls) for billing purposes. The record must contain, at a minimum, the following information:

- a. Telephone number or credit card number to be billed (NPA-prefix-line number);
- b. Originating telephone number (NPA-prefix-line number);
- c. Terminating telephone number (NPA-prefix-line number);
- d. Date;
- e. Start time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number);
- f. End time (the time when either the called party or the calling party hangs up);
- g. Call time to the full second (the time in between start time and end time).

The system must be automated as completely as possible.

Vendors must fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, how the billing record detail will be transmitted to the billing agent (if one is involved), how charges will appear on the end user's bill, and how billing minutes will be calculated.

10. **Charges for Local Calls: Mandatory**
The calling and called parties shall bear no charges for calls originating and terminating within the same toll-free local calling scope. It shall be the responsibility of the Vendor to obtain information concerning the location of toll-free calling routes.
11. **Coin-Sent-Paid Calls: Mandatory**
The Vendor must be capable of complying with all Federal Communications Commission (FCC) orders relating to coin-sent-paid calls and must accommodate all future requirements set forth by the FCC during the term of the contract.
12. **Error Correction Automation: Mandatory**
This is a service that automatically corrects many of the Communications Assistant's typographical errors and spells out non-TTY abbreviations that may be used by the Communications Assistant in voice to text translation.
13. **Extended Area Service (EAS): Mandatory**
The billing system must ensure that relay users are not billed for toll usage when completing EAS calls, including calls made by or to subscribers of optional EAS. It shall be the Vendor's responsibility to obtain information concerning these routes and calling plans.

The proposal shall describe the method that will be used to implement this requirement.

14. **Local Calls and Inter- and Intrastate Toll Calls: Mandatory**
The service shall be designed to provide local and interexchange intrastate calls. Callers to the Nebraska TRS must be able to call and be called by any business or residence customer in Nebraska that has basic telephone service. The TRS must be capable of receiving calls from and placing calls to customers in all Nebraska exchanges.

The Nebraska TRS must be capable of terminating calls to toll free numbers that are intraLATA in nature. This includes free NXXs used by LECs, and intraLATA 800 or 888 numbers.

Customer selected interexchange carrier service must be available through the relay facility if required by the FCC for intrastate long distance calls.

The Vendor must offer interstate TRS. Funding for interstate service will come from the interstate jurisdiction as mandated by the Federal Communications Commission.

The Vendor will offer the relay user the opportunity to choose his or her preferred interexchange carrier (**Long Distance Carrier of Choice**) at that carrier's rates and using that carrier's calling card or other major credit card when placing toll calls through the TRS. The Communications Assistant is not required to verbally offer the option, but must describe the option when asked by a relay user. An explanation of Carrier of Choice must be included in all appropriate relay publications. The Vendor must include a complete description of how the proposed service of equal access to any interexchange carrier will be provided.

Long Distance Carrier of Choice as used in this RFP shall also include **intraLATA Long Distance Carrier of Choice** which allows a user to select the long distance carrier for intraLATA calls. This choice shall be incorporated in the relay provider caller profiles.

15. **Nebraska TRS Identification on Customer's Bill: Mandatory**
The proposal must describe the billing procedure to label Nebraska TRS long distance calls on the customer's bill.
16. **Other Types of Calls: Mandatory**
The Vendor shall provide the technological capability to handle combinations of the following types of calls: VCO to VCO, HCO to HCO, VCO to HCO, HCO to VCO, and VCO to TTY calls.
17. **Promotion of Relay Services/Outreach: Mandatory**
The Vendor shall implement a community and business outreach program to educate all people about the relay service. Each bid shall demonstrate how the provider proposes to maintain a continuing outreach program and shall include an outline of the major points to be included in the outreach program. Outreach programs shall include, but not be limited to, media advertisements; meetings with user organizations; distribution of informational pamphlets describing how to use the relay service; TTY etiquette, including TTY abbreviated words; telephone bill inserts; wallet cards, etc. This should be written in language understandable by a majority of the deaf, hard of hearing and/or speech impaired community. The Vendor shall work with the local exchange companies to see that all telephone directories carry appropriate information about the TRS. The Vendor shall also work with the PSC in development of all outreach material to ensure that it is consistent with program goals.

The PSC reserves the right to pre-approve any outreach material produced, especially for Nebraska, and reserves the right to require the Vendor, at the expense of the Vendor, to correct any erroneous or inaccurate outreach material produced without the PSC's pre-approval.

18. **Service Expansion: Mandatory**

The Vendor will also present the capability of expanding services in response to increasing demand. The expanded TRS shall maintain all standards listed in this RFP.

The Vendor shall develop and illustrate in its proposal how this expansion will be accomplished. The plan should include, but not be limited to, plans for expanding trunking capacity, Communications Assistant work stations, and equipment capacity. The plan shall also indicate an estimate of the lag time required to meet any increased call volume.

19. **Speed of Answer (Percent of Calls Answered Within 10 Seconds): Mandatory**

Where the performance criteria is in terms of the percentage of calls which are answered within a specified period, the Vendor shall ensure that, except during network failure, at least ninety percent (90%) of all calls are answered by the relay center within ten (10) seconds from the time the call enters the TRS system during all times of the day and at least ninety-five percent (95%) of all calls are answered within ten (10) seconds for the month. No more than thirty (30) seconds shall elapse between the receipt of dialing information and the dialing of the requested number. This shall be calculated daily/(monthly) as the sum of all inbound calls captured for the queue intervals representing the first 10 seconds divided by the number of inbound calls for the day/(month); not by periodic sampling, nor by an average of averages. Abandoned calls shall be included in the speed of answer calculation. A provider's compliance with the 90% rule shall be measured on a daily basis and measured monthly for the 95% rule. Measurement of the speed of answer shall begin when the relay center's equipment accepts the call from the local exchange carrier and the call is delivered by the public switched network to the vendor's TRS center. The vendor's relay center shall accept all calls immediately when offered by the LEC (without delay). 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; not placed in queue, placed on hold, or given a ringback or other treatment, or answered by a live communication assistant or other party that is not prepared to relay the call (such as when 711 calls are first answered by a live assistant to determine the call type before transferring the call to a communications assistant who will then relay the call.) This information shall be reported monthly to the PSC.

No call to the relay service will be answered by a recorded message, except as provided in section IV.C.5., item d. Only a continuous ringing or busy signal will be used.

20. **State of the Art Technology: Mandatory**

The user communities and the TRS shall benefit from technological advancements. The Vendor will describe the methodology and process it will use to incorporate technological changes in the provision of telecommunications relay service as the changes become available.

21. **Text/Voice Calls: Mandatory**

The Nebraska TRS shall be capable of receiving and transmitting voice calls and Baudot, American Standard Code for Information Interchange (ASCII), and other enhanced transmission protocol codes. The Vendor must furnish all necessary equipment and software to be capable of communicating with Baudot, ASCII, and other enhanced transmission protocol formats at any speed commonly in use in the United States (e.g, 300, 1200, 2400, 9600, 14,400, 28,800 baud and higher).

22. **True Caller ID: Mandatory**

True caller ID will be required only for relay calls placed over the public switched telephone network; e.g., TTY, Voice and STS modalities.

True caller ID imposes the obligation that the relay provider has implemented Signaling System Seven (SS7). With each outbound relay call placed by a CA, the inbound relay caller's phone number shall be automatically provided to the outbound relay called party for display on the called party's (phone or TTY) Caller ID display. This includes users calling through the TRS facility on both local and carrier of choice (i.e. long distance) relay calls. This includes blocking information to be provided 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. 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 text messages.

23. **TTY to TTY calls: Mandatory**

This service allows a TTY user to call another TTY user through TRS, when an internal switchboard or some other automated voice response unit prevents the TTY from calling direct.

24. **Two Line HCO calls: Mandatory**

Two line HCO is only required in support of TTYs. Two-Line HCO enables a TTY user to hear from the voice user on one line while the other line is used to type messages back to the relay operator who responds to the voice user. *Note:* Two-Line HCO requires the caller to have two telephone lines, one of which must have conference or three-way calling capability.

25. **Two Line VCO calls: Mandatory**

Two line VCO is only required in support of TTYs. Two line VCO for TTYs enables a VCO user to speak directly to the voice user on the one line while the other line is used to receive the relay operator's typed responses from the voice user. For people with partial hearing, two line VCO allows the VCO user to hear at least part of what the hearing party is saying while watching the TTY text display. Two line VCO allows two-way, uninterrupted conversation. *Note:* Two Line VCO requires the caller to have two telephone lines, one of which must have conference or three-way calling capability.

26. **Usage: Mandatory**
No restrictions will be placed on the length or number of calls placed by customers through the relay center during each relay contact. At any time of the day, there shall be no limit on the number of consecutive calls made.
27. **Use of Abbreviated (711) Dialing: Mandatory**
This TRS service shall be designed to respond to 711 calls in voice mode first, then TTY, then ASCII.
28. **Use of Automatic Number Identification (ANI): Mandatory**
The TRS will utilize Automatic Number Identification (ANI) technology so that no caller is required to give his/her originating calling number.
29. **Variable Time Stamp Indicator: Mandatory**
This is a service that notifies TTY users via a CA message that the called party is disconnected and indicates the time of disconnection. Because the TRS may not be capable of interrupting the TTY relay user's transmission of text, significant time may elapse after the non-TTY user disconnects before the macro is received. The time of disconnection would allow the TTY relay user to determine at what point the conversation was terminated.
30. **Voice Carryover (VCO) and Hearing Carryover (HCO): Mandatory**
The Vendor shall provide both voice and hearing carryover upon request of the user. A hearing-impaired person with understandable speech may request voice carryover which will allow him/her to speak directly to the hearing person and receive the message typed back on the TTY. Also, a speech-impaired person with hearing capability may request Hearing Carryover which will enable the speech-impaired person to directly hear what the other party is saying and type back his/her message which will be spoken by the Communications Assistant. The portion of the call that is transmitted by Voice or Hearing Carryover shall be private (i.e. not heard by the Communications Assistant) upon the request of the user.

The Vendor shall provide the technological capability to allow a TTY user to speak through his/her voice carryover without any initial TTY typing involved at the process of calling to the Relay Service.

In addition to voice carryover without any initial TTY typing involved, the Vendor shall provide the technological capability to allow TTY or computer users with Baudot to speak through his/her voice carryover without any initial typing involved at the process of calling to the Relay Service.

31. **Wireless Phone Calls and Paging: Mandatory**
The TRS shall be capable of receiving and transmitting voice and Baudot, ASCII and other enhanced transmission protocol calls through wireless phone calls and paging.
32. **Text to Voice Service (Speech Synthesizer) and Voice to Text: Optional**
Text to Voice is a service that automatically conveys text to voice via a speech synthesizer. The TTY relay user should be allowed to customize the voice according to the proper gender. The synthesizer should recognize Baudot, ASCII and other enhanced transmission protocol signaling.

The proposal must describe the capability of the service to translate a wide variety of words, including the abbreviations / acronyms and technical words commonly used by TTY relay users. Voice to Text is a service that automatically conveys voice to text via speech recognition. Voice recognition should make use of Baudot, ASCII, and other enhanced transmission protocols.

E. OTHER OPTIONAL SERVICES

Optional services for purposes of this RFP are defined as those services that are not mandatory minimum services as required in volume 47 C.F.R. (Code of Federal Regulations) Part 64.601 through 64.605, but the relay provider proposes to offer for Nebraska.

1. **Optional Services to be Provided**
The relay bidder shall use this section to list any other optional services to be provided not covered elsewhere in this RFP. Please note, if there is a price associated with each service listed, a separate schedule following the format presented in Attachment 2 should be used, numbered sequentially. For example the first optional service provided with a price quotation would be noted as 2.1, the second 2.2, etc. If no price is associated with an optional service, it will be deemed to be part of the mandatory price quotation indicated in Attachment 1.
2. **Optional Services Offered Subsequent to Beginning of Contract**
Services may be offered by the relay provider subsequent to the beginning of relay operation, even though they may not be a mandatory minimum requirement by the FCC. The NPSC will use the following guidelines when determining whether any additional services will be incorporated:
 - a. **Public Interest Test;**
The offering of the service should not be such that only a chosen few users will benefit from the service, but availability shall be to the user community at large and satisfies the overall standard of functional equivalency and;
 - b. **Economical Feasibility;**
The implementing of this service shall not be so economically burdensome on the relay fund that excessive levels of funding would be required and;

c. **Technological Feasibility.**

Implementation of this service is technologically feasible, given the current available technologies readily accessible to the relay provider.

3. **Contract Addendum(s).**

All new services implemented pursuant to this section shall be by contract addendums. Enhanced (optional) services that become mandatory minimum service requirements by the FCC will require contract addendums only.

F. COMMUNICATIONS ASSISTANT STANDARDS

1. **Communications Assistant Training: Mandatory**

The Vendor shall demonstrate how ongoing Communications Assistant training will be provided by including with its proposal an outline of a proposed Communications Assistant training plan. The provision for Communications Assistant training shall include, but not be limited to, American Sign Language “gloss” and grammar, Deaf, Hard of Hearing and Spanish culture, needs of speech-impaired users, and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling. Appropriate portions of in-service training for Communications Assistants shall be provided by experts from the deaf and speech-impaired community in the fields of language interpreting, American Sign Language and deaf culture, and speech-impairment. Alternatively, the Vendor must demonstrate that such expertise exists on staff 24 hours a day. Re-evaluation of CAs should be assessed after one year.

Additionally, Communications Assistants shall be trained to recognize TTY abbreviations used by TTY consumers, (e.g., GA, SK, HD, PLS, etc.).

2. **Confidentiality: Mandatory**

All calls placed through the Nebraska TRS will be totally confidential, meaning that no written or electronic script will be kept beyond the duration of the call. Watching or listening to actual calls by anyone other than the relay Communications Assistant is prohibited except for training or monitoring purposes or other purposes specifically authorized by the PSC and consistent with the Nebraska Rely Service policies and procedures. Communications Assistants and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information below. Communications Assistants must be required to sign a pledge of confidentiality promising not to disclose the identity of any callers or fellow Communications Assistants or any information learned during the course of relaying calls, either during the period of employment as a Communications Assistant or after termination of employment.

When training new Communications Assistants by the method of sharing past experience, trainers shall not reveal any of the following information: names, genders, or ages of the parties of the call; originating or terminating points of the call, and specifics of the information conveyed.

Communications Assistants shall not discuss, even among themselves or their supervisors, any name or specifics of any relay call, except in the instances of resolving complaints. Communications Assistants may discuss the general situation that they may need assistance with in order to clarify how to process a particular type of relay call. Communications Assistants should be trained to ask questions about procedures without revealing the name or specific information that will identify the caller. If a user is in an emergency of life-threatening situation or causes an emergency situation to exist by threatening the Communications Assistant or relay service, name and specific information may be disclosed by the Communications Assistant to a supervisor to expedite a solution.

The proposal shall outline the policies including a **pledge of confidentiality form** the Vendor will use to preserve confidentiality. Specific policies shall be developed in the start-up period after the contract award. Such policies should include practices employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the Confidentiality Policy will be provided to a relay user upon request.

A Communications Assistant or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs. Proposals shall specify the policy for reviewing alleged violations of confidentiality.

The Vendor shall be restricted to collecting only that personal information necessary to provide and bill for the relay services being rendered. This information will not be used for any other purposes, except specifically authorized by the PSC.

3. **Minimum Communications Assistant Qualifications: All Mandatory**

Vendors shall specify how it plans to demonstrate that Communications Assistants meet all necessary proficiency requirements. Communications Assistants shall be able to quickly and accurately type TTY messages. This will include, but not be limited to:

a. **Spelling Skills and Telephone Etiquette:**

Communications Assistants must possess 12th grade level spelling skills and basic skills in telephone etiquette.

b. **English Grammar Skills:**

Communications Assistants must demonstrate skills in English grammar at a minimum of a 12th grade level.

c. **Typing Speed of 60 wpm:**

Communications Assistants must provide a typing proficiency at a minimum of sixty (60) words per minute (wpm) for five (5) minutes with an accuracy rating of 95%. Technological aids may be used to reach the required typing speed. The relay operator's typing speed may initially be tested using standard typing tests. Communications Assistants must be tested every four (4) months to ensure that the 60 wpm for five minutes at 95% standard (voice to text) is maintained. These periodic tests shall simulate actual working conditions and cannot utilize standard typing tests. Tests should be sufficiently modified to ensure that the operators cannot "learn" the test.

Typing proficiency shall not be required of ASL interpreters used as VRS CAs unless the VRS CA is also typing relay. This assumes that the optional VRS service is offered by the relay provider and the NPSC agrees to incorporate VRS as a mandatory service.

d. **Verbatim:**

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 relay user specifically requests summarization, or if the user requests interpretation of an ASL call.

e. **Ability to Translate for Relay Users with Limited English Language Skills:**

During all shifts, relay operators shall be able to translate to conventional English from typed language of relay users, whose primary language is American Sign Language (ASL).

The Vendor shall demonstrate how it plans to train Communications Assistants to translate these calls. The Vendor shall indicate at what level it considers Communications Assistants to be fully trained in this capacity.

f. **Spanish Relay:**

The Nebraska relay provider shall provide during all shifts of relay operation CAs fluent in Spanish in numbers sufficient to meet the demand from Spanish-using Nebraska relay callers. Spanish-speaking relay CAs shall receive and relay calls in Spanish. They shall not be required to translate between Spanish and English.

g. **Functional Equivalence:**

It is extremely important that Communications Assistants convey the full content, context, and intent of the relay communication they translate. Communications Assistants must strive to maintain functional equivalence for both the TTY relay user and the non-TTY user when a communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed.

G. COMMUNICATIONS ASSISTANT PROCEDURES FOR RELAYING COMMUNICATION

Communications Assistants must convey the full content, context, and intent of the relay communications they translate. It is extremely important that assistants convey intent. Communications Assistants must strive to maintain functional equivalence for both the TTY relay user and the non-TTY relay user when a communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed. **Unless requested otherwise by a relay user, the Communications Assistant shall relay calls according to the following procedures:**

1. **Full Control of the Relay Call Remains with the Relay User: Mandatory**

Generally, the caller shall have the option of telling the Communications Assistant what aspects of the call she or he will handle. For example, the caller may request that she or he introduce relay services to the called party, rather than the Communications Assistant.

Relay Users shall not be required to give their names or the names of the parties they are calling. This information shall not be recorded in any form without the permission and knowledge of the relay users (except for toll billing purposes).

2. **Neutral Position: Mandatory**

Communications Assistants shall not counsel, advise, or interject personal opinions or additional information during a relay call, even if the relay communication breaks down. An exception to this, of course, occurs when either the relay called party requests assistance from a Communications Assistant. Even then, a neutral position must be maintained to the greatest extent possible. Communications Assistants shall not make any value judgments on the content of any relay communication. Communications Assistants shall not have a personal conversation with anyone who calls the Nebraska TRS at any time, except to extend a polite and concise response when prompted, such as "Thank You" if a relay user comments on a job well done.

3. **Identification of Communications Assistant-Gender and ID Number: Mandatory**

Each Communications Assistant will be assigned a station or other unique identification number. When answering a relay call, the Communications Assistant shall answer the telephone in the following manner: "Nebraska Relay #XXXX (M) GA." The relay caller has the option to request a different gender, if possible. Each operator's true identity shall be kept confidential.

EXCEPTION: If a Communications Assistant identifies a conflict of interest they are to immediately remove themselves from the call and utilize the appropriate procedures for transferring the call to another CA.

4. **Completed Call Attempts: Mandatory**

There shall be no limits on the number of single or sequential calls or on the length of any calls made through the relay.

5. **Call Delay by Relay User: Mandatory**

Communications Assistants shall not permit telephone lines to be tied up while a relay consumer looks for a telephone number. Where appropriate, the assistant shall courteously request the consumer to call back as soon as he/she finds the number.

6. **Call Length: Mandatory**

Upon connection of all parties, there shall be no time limit on the call.

7. **Transmittal of Conversation: Mandatory**

Communications Assistants shall, if necessary, request that the voice consumer dictate the message less rapidly or refrain from speaking until the TTY user has completed typing his/her message in order to allow an effective transmittal of conversation.

8. **Incompatible Equipment: Mandatory**

When the TTY unit of the TTY user appears not to be compatible with the unit used by the Communications Assistant, the assistant shall inform the TTY user to repeat in order for the message to be read more clearly. If the typed conversation remains unintelligible, the assistant shall inform the TTY user that he/she cannot read the conversation, and ask the TTY user to hang up and try calling again.

9. **Call Disconnections: Mandatory**

No Communications Assistants shall disconnect a call against the wishes of the originating and terminating parties without first obtaining the permission of the relay system operator's supervisor. In the instance that a call is terminated, the supervisor shall log the reason for the termination and sign the log. The supervisor shall authorize such disconnections only in instances in which the caller is abusive to or intentionally uncooperative with the Communications Assistant.

10. **Information on Status of Call: Mandatory**
Communications Assistants shall keep the relay caller informed regarding the status of a call, including but not limited to indication of such signals as dialing, ringing, busy, disconnected, recording, fax sound, or on hold.
11. **Communications Assistant Comments: Mandatory**
All comments directed to either party by the assistant shall be relayed. For example, if the assistant asks a hearing party, “Will you accept a collect call?” these words will be relayed to the TTY user in parentheses. Likewise, all comments directed to the assistant by either party shall be relayed. For example, if a TTY user says, “yes, I will accept the charges.” these words will be relayed to the non-TTY user as “(The party says, ‘Yes, I will accept the charges.’).”
12. **Conveyance of Non-TTY Relay Users Tone of Voice: Mandatory**
Communications Assistants shall, to the best of their abilities, convey to the TTY user the non-TTY users tone of voice. Descriptive words shall be used to convey the tone (e.g. yelling, crying, loud, quiet, foreign accent, banging, slamming, choking, or sighing). Judgmental descriptions shall be avoided (e.g. angry, rude, disgusted, mad, or impatient). The proposer shall maintain a list of acceptable words to convey tone of voice and a list of unacceptable words that should be avoided in conveying tone of voice. Training sessions shall include a discussion of such words and instruction on how to “interpret” the relay users tone of voice into descriptive words.
13. **Conveyance of TTY Relay Users Typed Text and Non-TTY Users Expressive Words: Mandatory**
When the Communications Assistant verbalizes for the TTY user, the assistant shall adopt a conversational tone of voice appropriate to the type of the call being made. If a TTY user types “ooohhhhh” or similar expression, the assistant shall verbalize accordingly. Likewise, non-TTY users groaning may be relayed as “ooohhhhh”, and an excited yes may be relayed as “yyyeeesss.”
14. **Identification of Gender of Non-TTY Relay User: Mandatory**
To the extent possible, the Communications Assistant shall identify whether the non-TTY user is male, female, or child by using parentheses at the beginning of a call as follows: “(M)”, “(F)”, or “(C)”.
15. **Background Noise Identified: Mandatory**
The Communications Assistant will identify background noise (e.g., a baby crying, music, flipping pages) to the TTY user.

16. **Different Person Identified: Mandatory**
The Communications Assistant shall indicate to the TTY relay user if another person (hearing) comes on the line.

17. **Explanation of Nebraska TRS: Mandatory**
When a TTY relay user calls a non-TTY user, the Communications Assistant will ask the non-TTY called party whether he or she has previously used the Nebraska TRS. If such user has used the TRS before, the call will be placed without further delay. If not, the Communications Assistant will explain how the service operates and will notify the TTY relay caller, using parentheses, that the Nebraska TRS is being explained to the called party.

The Nebraska TRS explanation should be brief and concise. A suggested format is: "The caller is typing his/her conversation which will be read to you. When you hear the words 'Go Ahead', speak directly to the caller. The operator will type everything that is heard. One moment for your call to begin."

18. **Parentheses for Nonconversation Items: Mandatory**
The Communications Assistant shall type in parentheses all contents of a relay call that are not part of the relay users conversation including those items discussed in items 10, 11, 12, 14, 15, 16 and 17.

19. **Third Person Reference: Mandatory**
If either party uses the third person, the Communications Assistant will relay in the third person. The Communications Assistant will not intervene and will not ask one party to address the other party directly.

20. **Voice Mail and Interactive Menus Procedures: Mandatory**
CAs must alert the relay user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. This hot key will then sent text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. The relay provider shall electronically capture the recorded messages and be retained for the length of the call. The provider shall not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recording or interactive messages. The relay service shall include the capability of handling pay-per-call calls.
 - a. **Leaving Messages**
Communications Assistants will leave messages on answering machines or other voice processing systems. The Vendor's proposal shall describe the procedures to be used for handling calls that are connected to an answering machine or other voice processing system. The proposal shall include, at a minimum, the following steps:

- (1). The Communications Assistant will inform the caller when an answering machine has been reached.
- (2). When the relay caller is a TTY, ASCII, or IP Relay user (assuming IP Relay is offered by the vendor and the NPSC agrees to incorporate this optional service contractually), the Communications Assistant will try to retrieve the entire voice message and to convey the message in its entirety to the caller. If the CA is not successful in retrieving and conveying all of the message, the CA will ask the caller if the CA should call again in an attempt to retrieve and convey the remainder of the message. When the relay caller is a voice or IP Relay caller (see above IP condition), the CA will relay the answering machine message in its entirety to the caller.
- (3). The Communications Assistant will ask the caller if he/she wishes to leave a message.
- (4). The Communications Assistant will leave the caller's message in the format of the called messaging system, e.g., voice, TTY, ASCII, or IP Relay (see above IP condition).
- (5). VCO users shall be permitted to leave their own voice messages.
- (6). The Communications Assistant will confirm to the caller that the message has been left.
- (7). The caller will only be charged for the initial call regardless of the number of redials required to capture the full outgoing message and leave a message.

b. **Retrieving Messages**

CAs shall retrieve voice and TTY messages from voice processing systems and answering machines and relay the messages to the relay caller in the caller's calling format (voice, TTY, ASCII, IP Relay (if allowed contractually), etc.) Unless instructed otherwise by the caller, the CA shall attempt to capture and record each message in its entirety and relay it to the caller. If more than one call to the answering machine or voice processing system is required to retrieve the entire message, the relay caller will only be charged for one call (the last call). Vendors shall propose procedures for handling this requirement, and the procedures shall include methods for obtaining any necessary system access codes from the user and statements regarding confidentiality of that information.

21. **Change of Communications Assistants: Mandatory**
Change of Communications Assistants during a call is discouraged. If the change is necessary, both parties shall be informed.
22. **Typing Error: Mandatory**
To correct a typing error, Communications Assistants shall not backspace, but continue in a forward direction by typing “xx” (common TTY conversation for error) and then typing the word correctly.
23. **Verification: Mandatory**
Communications Assistants shall verify spelling of proper nouns, numbers, and addresses that are spoken. This shall be relayed as discussed above in R, “Parentheses for Nonconversation Items.”
24. **Emergency Call Procedures: Mandatory**
The Vendor shall include appropriate procedures for handling emergency calls in the shortest possible time. The procedures shall include, at a minimum, the following steps:
 - a. **Pass Caller’s ANI to the PSAP**
The CA must pass along the caller’s telephone number to the PSAP when a caller disconnects before being connected to emergency services.
 - b. **Stay on the Line to Ensure Connectivity**
If an emergency call is transferred to the PSAP (instead of relayed), the CA shall stay on the line as long as necessary to ensure that the PSAP operator has received the call.
 - c. **Relay Only Under Limited Circumstances**
The emergency call may be relayed to a PSAP operator (instead of transferred) only on a per call-by-call basis under any of the following circumstances:
 - (1). At the request of the caller.
 - (2). At the request of the PSAP operator or PSAP supervisor.
 - (3). If the PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (for example, the caller is using any communications modality other than TTY, e.g., VCO, HCO, STS, ASCII, etc.)
 - (4). The CA is having technical trouble transferring the call to the PSAP, e.g., the caller is disconnected from the PSAP, the PSAP cannot establish a TTY connection, etcetera.

d. **Transfer Immediately When Unsure**

If the CA suspects a relay call is an emergency requiring a response from the PSAP, the CA shall immediately treat the call as an emergency call and shall not make no attempt to determine if the call is an actual emergency or not.

e. **No Questioning or Advice**

The CA shall not question the caller about the exact nature of the emergency, nor give advice to the caller in response to the emergency. The CA shall transfer the call to a PSAP operator who possesses the professional training to carry out those functions.

f. **Allowance for Limited Transparency**

When processing an emergency call, CA shall be able to facilitate these calls to a greater extent than a normal relay call to the extent described herein, i.e.:

(1). The CA may inform the PSAP operator that the caller is a TTY user (or other type of relay user).

(2). The CA may inform the PSAP of the caller's disability, name, address and other information available to the CA from the caller's profile and ANI data, if available.

(3). The CA does not have to be fully transparent (which is required for non-emergency verbatim relay) to the caller or PSAP operator if either the caller or PSAP operator request such non-transparency, or in the professional opinion of the CA such limited non-transparency will greatly enhance the PSAP operator's ability to understand or respond to the caller; and the caller does not object. The key concept here is that each relayed emergency call shall be transparent verbatim relay, and the use of non-transparency shall only be for temporary summarization or for interpretation of ASL gloss terminology. For non-transparency, the CA shall not alter the relayed conversation, shall not interfere with the independence of the caller, and shall not interfere with the caller's control of the conversation. When a CA engages in non-transparency, the CA shall first identify him/herself as the source of the talking or typing by indicating "Relay operator speaking" or similar language.

(4). The CA may stay on the line for the duration of a relay call transferred to a PSAP, in which case the CA shall remain in non-active mode unless called upon by either party for relay or other assistance or information, or unless it is obvious to the CA that either party needs non-transparent services (described above) in order for effective communications to occur between the caller and the PSAP operator.

(5). When providing non-transparent services the CA shall immediately cease such non-transparency if asked to do so by either the caller or PSAP operator.

(6). A relay supervisor may listen to an emergency call in process if deemed necessary by the relay provider. The listening supervisor may not enter into the conversation unless the relay function is transferred to the supervisor.

g. **Replacement of CAs During An Emergency Call**

There shall be no replacement of CAs during an emergency call, except to a relay supervisor who has training in the CA skills in the modality of the caller. For example, an emergency call in STS cannot be passed on to a supervisor who is not STS fluent.

h. **Call Set-Up**

When a CA transfers or relays a call to a PSAP, the CA shall at a minimum, identify the call to the PSAP operator as a Nebraska Relay [name of relay firm] Operator number [XXXX], and if the call is relayed, shall establish the call with the normal relay instructions.

i. **Training for Emergency Call Handling**

All CAs and Supervisors shall receive training specific to responding to emergency calls.

25. **Long Distance Calls: Mandatory**

Vendors shall incorporate the following minimum procedures for Communications Assistants when servicing long distance calls:

a. **Collect Calls.**

Assistants shall not accept collect calls to the relay center.

b. **Billing Information.**

Relay consumers shall provide, when necessary, the Communications Assistant with the originating telephone number, calling credit card number, third party number or collect call number for the assistant to utilize when handling long distance calls.

c. **Long Distance Rates.**

Relay users should be billed at the rates of the interexchange carrier of their choice where and when it is technically and economically feasible.

26. **Consumer Complaint Resolution: Mandatory**

The Vendor shall establish procedures regarding complaints, inquiries, and comments about the TRS and its personnel. The procedure shall be described in the proposal and in appropriate outreach material. The proposal shall provide an outline of the major points to be included in the complaint, comment and inquiry procedures.

The Nebraska TRS shall ensure that TRS callers who wish to register a complaint are able to reach a supervisor or administrator while still on-line during a relay call. All complaints, including their resolution, shall be documented, kept on files and reported to the PSC as a monthly report (names and telephone numbers will be withheld to protect their privacy, unless released by the parties).

27. **Policy and Procedures Manual: Mandatory**

Vendors shall submit with the proposal a comprehensive outline of the proposed Communications Assistant's Policy and Procedures Manual which shall include, but not limited to, confidentiality, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a relay operator.

H. SPEECH-TO-SPEECH (STS) - MANDATORY

The relay provider shall be required to offer STS relay service subject to the following conditions:

1. **Procedures for Relaying STS Calls**

a. **Retention of Information**

The STS CA will have the authority, at the request of the STS user, to retain information beyond the duration of the call in order to facilitate the completion of consecutive calls.

b. **Interaction with Users**

The STS CA is permitted to facilitate a call for a user with a speech disability as 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 oppose the intervention.

c. **Registration of Numbers**

The relay provider shall offer STS users the option to maintain at the relay center a record of regularly called names and telephone numbers. This information must be transferred to any new STS provider.

d, **Other Standards and Requirements**

The STS CA will be required to meet all other standards and requirements in its operations as set forth by the FCC.

I. VIDEO RELAY SERVICE (VRS) - OPTIONAL

1. **Description**

Video Relay Service (VRS) is an interactive full-motion video service that utilizes American Sign Language (ASL) interpreter CAs to relay calls from ASL users to non-ASL users. A video camera and other compatible equipment located at the relay provider's interpreter location transmits the interpreter CA's image to the ASL user's location, and video equipment located at the ASL user's location transmits the user's image to the provider's ASL interpreter CA. For the Video Relay Service offered in connection with the Nebraska relay service, the relay provider shall provide the ASL interpreter and compatible video equipment at the location of the interpreter, and necessary serving telecommunications facilities to the public switched telephone network. Relay users shall be responsible to provide their own compatible video equipment at their location. At this time, the Nebraska Public Service Commission makes no offer to provide the public or private access to video equipment for the purposes of placing or receiving VRS calls through the Nebraska relay system. If VRS is offered by the provider, this service should include the ability to send and receive audio as well as picture to and from the video user within the video transmission in order to provide Voice-Carry-Over and Hearing-Carry-Over Video Relay (VCO-VRS and HCO-VRS.) Bidders shall describe the characteristics of their VRS, including transmission to assure maximum compatibility with potential user's video equipment.

a. **Secondary Audio Link (may or may not be offered by the relay provider)**

As a separate (non-mandatory) item, the relay provider shall accommodate a separate dialup telephone line in order to provide an audio channel with the ASL interpreter for VCO-VRS and HCO-VRS users without audio as part of their video equipment. The relay provider shall not be separately reimbursed by the NPSC for this second audio call.

b. **Multipoint VRS (may or may not be offered by the relay provider)**

As a separate (non-mandatory) item, the relay provider shall provide relay conference capabilities between at least two separate VRS users and a non-VRS user. The relay provider's CA shall only be required to relay between the VRS users and the non-VRS user. Bidders must describe the characteristics of their multipoint video relay service, including the number of simultaneous relay conferences that it will support in relation to the demand.

2. **Standards**

Nebraska Video Relay service shall be capable of receiving and transmitting video at a minimum refresh rate of 25 frames per second via the ISDN or other technologically compatible network, and shall comply with the H.320 and H.323 standards. The relay provider shall not be responsible for the speed or refresh rate of the user's equipment or network, nor of the throughput of the public switched telephone network.

Video Relay Service must meet all of the minimum Nebraska relay standards established in this RFP with the exception of those exempted by the FCC such as not requiring ASL interpreter CAs to be able to type 60 wpm.

3. **VRS CA Qualifications, Training and Interpreting**

Video Relay Service interpreters must receive all of the usual CA training provided to all Nebraska relay CAs. In addition, VRS interpreters must be RID ("Registry of Interpreters for the Deaf", see www.rid.org) certified with a CI ("Certificate of Interpretation") or CT ("Certificate of Transliteration") or CSC ("Comprehensive Skills Certificate"), or must be NAD ("National Association of the Deaf", see www.nad.org) Levels IV or V, or have a Level IV or V on the Quality Assurance Screening Test recognized by the Nebraska Commission for the Deaf and Hard of Hearing. The above are recognized levels of competence; in addition, interpreters must adhere to the RID Interpreter Code of Ethics and the Nebraska relay pledge of confidentiality. RID publishes an interpreter code of ethics, available at their web site. VRS CAs shall interpret using ASL except that they shall use oral transliteration if so requested by the caller.

4. **Proposal Information**

Bidders must provide a description of how the Video Relay Service will be provided in connection with traditional Nebraska relay service. The description must comment on how qualified interpreters will be hired.

J. **IP (INTERNET PROTOCOL) RELAY - OPTIONAL**

Internet Relay may enable relay users to request and receive confidential Nebraska Relay Services via typed messages back and forth between a Nebraska relay user and the relay provider's CA via the Internet from any compatible user source, including but not limited to desktop, laptop, and handheld devices (such as personal computers, notepads, palm type devices, etcetera) both hard wired and wireless.

K. **SERVICE PROVIDER REPORTING REQUIREMENTS**

1. **Records Maintenance: Mandatory**

The Vendor will retain and maintain all records and documents relating to the services provided until such time that the Legislative Auditor has completed an audit of the PSC regarding the TRS and the PSC gives the Vendor permission to dispose of the records. The Vendor will make all records and documents relating to the services provided available for inspection and audit by the PSC and/or an independent auditor upon the PSC's request.

2. **Monthly Traffic Reports / Invoices: Mandatory**

The Vendor shall submit a monthly invoice to the PSC no later than the fifteenth (15th) calendar day of the month. Invoices should contain the following information:

X Amount due for the mandatory part of the service based on the basic price per minute.

X Amounts due for optional services, if any.

X Minutes of the Communications Assistant work time, where the Communications Assistant work time is the time, in minutes and seconds, from the moment when a relay agent is ready to render assistance and/or ready to accept information to process a call to the Nebraska TRS until both relay users disconnect. This is the time used for billing the PSC.

X Amount of credit for intrastate toll revenues billed to relay users.

The following information should accompany the invoice (all times should be reported in minutes and seconds):

X Number of attempted and completed outgoing calls.

X Number of local calls completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of local calls completed to total calls handled.

X Number of intrastate calls completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of intrastate calls completed to total calls handled.

X Number of intrastate busy/no answer calls handled, corresponding Communications Assistant work time, and percent of intrastate busy/no answer calls to total calls handled.

X Number of interstate calls completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of interstate calls completed to total calls handled.

- X Number of interstate busy/no answer calls handled, corresponding Communications Assistant work time, and percent of interstate busy/no answer calls to total calls handled.
- X Number of calls to toll-free numbers completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of toll-free number calls completed to total calls handled.
- X Number of general assistance calls handled (general assistance calls are calls to the TRS where no out-dial call is placed, usually the relay caller is seeking information about the TRS), corresponding Communications Assistant work time, and percent of general assistance calls handled to total calls handled.
- X Number of calls handled and corresponding percent of the total calls handled categorized as:
 - TTY calls
 - ASCII calls
 - Baudot calls
 - Voice calls
 - Voice carry over calls
 - Hearing carry over calls
 - Local calls
 - Intrastate calls
 - Interstate calls
 - International calls
 - VCO to VCO calls, if any
 - HCO to HCO calls, if any.
 - 711 calls, if any.
 - STS calls, if any.
- X Average length of calls handled.
- X Number of incoming calls (calls placed to the Nebraska TRS):
 - Number of incoming calls placed in queue.
 - Number of incoming calls answered from queue (answered calls).
 - Number of abandoned calls.

Delayed call profile to show how many calls stayed in queue for:

Less than and up to 1 second (0.00-1),

1.01-5 seconds,

5.01-10 seconds,

10.01-15 seconds,

15.01-20 seconds,

20.01-25 seconds,

25.01-30 seconds,

30.01-40 seconds,

40.01-50 seconds,

50.01-60 seconds,

60.01-90 seconds,

90.01-120 seconds,

120.01-180 seconds,

Over 180 seconds.

X Average daily and monthly blockage rate (number of calls reaching a busy signal when calling the relay center.)

X Information regarding calls handled:

Number of incoming, answered and outgoing calls handled for each day of the month;

Average number of weekday calls (incoming, answered and outgoing calls);

Average number of weekend calls (incoming, answered and outgoing calls);

Number of incoming, answered and outgoing calls handled on an hourly basis (monthly totals); and

Percent of calls answered in ten (10) seconds for each day and for the month (abandoned calls must be included).

- X Appropriate call detail reports from the switch should be attached to the invoice to verify the information included in the invoice.
- X The Vendor must work with the PSC staff to develop an acceptable format for the invoice.

3. **Annual Report: Mandatory**

The Vendor must submit an annual report no later than April 30 of the subsequent year summarizing operations for the preceding calendar year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, traffic projections and expected trends for future years. The report should incorporate yearly totals, averages of monthly statistical information and a narrative describing significant relay events and developments throughout the calendar year.

L. PRICE QUOTATIONS

The proposal shall be based on cost plus a reasonable rate of return type arrangement and shall include the following:

1. **General Considerations: Mandatory**

The vendor shall quote prices for the relay service based on the cost of providing the service.

The vendor shall complete Attachment 1 as a part of its price quotations for mandatory services.

For each optional service(s) the vendor proposes, Attachment 2 schedules should be prepared, numbered sequentially. For example the first optional service schedule would be referenced as 2.1, the second optional service 2.2, etc.

The vendor shall quote the best and final offer that it is willing to accept for providing the required service.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by contractors in preparing the Technical and Cost Proposal. Contractors should identify the subdivisions of Section IV clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

The "State of Nebraska Request for Proposal for Contractual Services" form;
Executive Summary;
Corporate Overview; and
Technical Requirements.

1. Request For Proposal Form

By signing the Request for Proposal for Contractual Services form, the contractor agrees to the Standard Terms and Conditions of Contractual Services and Leasing Solicitation.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. Executive Summary

The Executive Summary shall condense and highlight the contents of the solution being proposed by the contractor in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal.

Contractors must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Contractors shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. Corporate Overview

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. **Contractor Identification And Information**

The contractor must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed in the interim and Federal Employer Identification Number.

b. **Financial Statements**

The contractor must provide financial statements applicable to the firm. If publicly held, the contractor must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the contractor's financial or banking organization.

If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or warrant that no such condition is known to exist.

c. **Change Of Ownership**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor must describe the circumstances of such change and indicate when the change will likely occur.

d. **Office Location**

The contractor's office location responsible for performance must be identified in the contractor's proposal.

e. **Relationships With The State**

The contractor shall describe any relationships it may have had with the State during the past seven (7) years.

f. **Prior And Existing Contracts**

If the organization, its predecessor, or any party named in the contractor's proposal response has contracted with the State, the contractor shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

g. **Contractor's Employee Relations To State**

If any party named in the contractor's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, Social Security Number, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the contractor or is a subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exist, so declare.

h. **Contract Performance**

If the contractor or any proposed subcontractor has had a contract terminated for default during the past seven (7) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor, or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past seven (7) years, including the other party's name, address and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past seven (7) years, so declare.

If at any time during the past seven (7) years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such termination including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early termination has occurred, so declare.

i. **Contractor's Qualifications And Experience**

In this section, the contractor shall provide corporate details related to the proposed contract, including relevant experience.

j. **Summary Of Contractor's Corporate Experience**

The contractor shall provide a summary matrix which lists the contractor's previous projects similar to this in size, scope and complexity. The contractors must address the areas listed below. Contractors must also provide narrative descriptions of a specified number of projects to highlight the similarities between their experience and the Request for Proposal in question. Contractor and subcontractor(s) experience must be listed separately. The contractor must identify projects on which they gained experience.

k. **Project Narrative Descriptions**

For the number of projects offered as experience related to the requirements, the contractor shall provide a narrative description of the work performed, the time period of the project, the staff-months expended, the scheduled and actual completion dates, the contractor's responsibilities and a customer reference (including a current telephone number and a facsimile number). If a contractor performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If the work was performed as a subcontractor, the description shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor. Current projects shall include a brief statement of the scope of the project, including length of the contract period and staffing levels committed.

If a contractor submits more than three narrative project descriptions only the first three descriptions will be used by the State during its evaluation of the proposal.

l. **Staff Qualifications**

The contractor shall provide a staff skills matrix to summarize relevant experience of the proposed staff. Additionally, the contractor must provide a narrative description of experience each key staff member has in the areas relevant to this proposal. Contractor and subcontractor staff experience shall be shown separately. Descriptions shall focus on key staff experience.

The project staff qualifications section shall include the contractor's proposed project team organization charts, descriptions of key positions, and resumes of the proposed personnel.

m. **Project Organization Charts And Narratives**

The contractor shall comply with the following instructions in preparing organization charts and narratives.

The project organization charts shall depict the project organization at the team leader level, functional responsibilities, and key personnel. Following the organization chart, the contractor shall describe the functional responsibilities, interactions and reporting requirements of each organizational unit at each level.

n. **Key Personnel And Resumes**

At a minimum, resumes shall be required for the key personnel positions of project manager and technical team managers.

In addition to assessing the experience of specific individuals, the State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of this Request for Proposal.

If project management or other listed key person responsibilities are assigned to more than one (1) individual during the project, resumes must be provided for each person proposed. Conversely, if one (1) individual is going to fill multiple roles only one resume for that individual should be provided.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address and telephone number) who can attest to the competence and skill level of the individual.

- o. **Subcontractor(s)**
If the contractor intends to subcontract any part of its performance hereunder, the contractor must provide the total percentage of subcontractor(s) performance hours, the name, address and telephone number of the subcontractor(s), the percentage of performance hours intended for each subcontractor, and the specific tasks each subcontractor will work on.
- p. **References**
The bidder shall provide the names of three (3) customer references, each including a specific contact name and telephone number.

- 4. **Technical Requirements**
The technical requirements section is addressed in Section IV.

B. ALTERNATIVE PROPOSALS

The State, at its sole discretion, may entertain alternative proposals, or proposals which deviate from the Request for Proposal requirements, provided the contractor also submits a proposal for the work described herein. Alternative proposals may be considered if overall contract performance would be improved but not compromised, and if in the best interests of the State of Nebraska. Alternative proposals must be accompanied by a separate Technical Proposal which clearly identifies deviations from the primary proposal, and allows such deviations to be fully evaluated. A full cost proposal for each alternative proposal must be submitted in accordance with the requirements of this Request for Proposal. Alternative proposals will be evaluated only after the primary proposal has been evaluated.

C. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by contractors in preparing the Cost Proposal.

The Cost Proposal must be submitted according to the instructions and must comply with the requirements presented in this section. The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

The contractor must submit its Cost Proposal in a section of the proposal that is separate from the Technical Proposal section. The Cost Proposal section shall include:

1. **Price Quotation for Mandatory Services.** Attachment 1 shall be used.
2. **Price Quotation for Optional Service(s).** Attachment 2 shall be used, numbered sequentially for each optional service the bidder wishes to offer. For example, the first optional service would be numbered 2.1, the second, 2.2, etc.

APPENDIX A
Selected Historical Statistics (Session Minutes)

	Total Calls	Total Minutes of Use	Interstate Minutes	Intrastate Minutes
July, 1997	37,865	133,713.71	20,990.00	112,723.71
August	31,460	134,830.59	19,029.58	115,801.01
September	23,191	121,306.43	19,436.03	101,870.40
October	23,737	126,834.48	19,834.43	107,000.05
November	22,967	122,244.90	19,859.79	102,385.11
December	23,290	125,654.88	19,279.69	106,375.19
January, 1998	23,535	124,389.38	17,713.05	106,676.33
February	20,970	111,316.71	16,478.38	94,838.33
March	25,344	137,052.06	21,197.00	115,855.06
April	22,286	117,377.20	21,910.34	95,466.86
May	21,462	110,088.32	19,009.34	91,078.98
June	22,718	119,268.85	20,596.33	98,672.52
July	23,437	123,014.65	23,728.77	99,285.88
August	23,488	126,100.54	22,067.29	104,033.25
September	22,161	117,064.29	19,824.67	97,239.62
October	22,422	119,202.55	21,085.40	98,117.15
November	21,522	114,304.10	20,186.48	94,117.62
December	22,141	119,099.14	21,737.61	97,361.53
January, 1999	22,248	119,766.00	20,761.00	99,005.00
February	22,051	116,366.42	19,014.01	97,352.41
March	23,917	128,518.12	21,367.98	107,150.14
April	22,383	116,614.39	19,636.88	96,977.51
May	22,739	118,265.65	21,026.73	97,238.92
June	23,795	124,744.80	23,866.11	100,878.69
July	21,633	114,592.99	19,738.23	94,854.76

	Total Calls	Total Minutes of Use	Interstate Minutes	Intrastate Minutes
August	22,706	116,088.58	21,058.04	95,030.54
September	19,637	101,581.74	18,664.33	82,917.41
October	19,815	102,192.45	18,245.51	83,946.94
November	19,237	101,249.94	19,279.91	81,970.03
December	24,140	116,444.93	20,443.74	96,001.19
January, 2000	24,993	117,844.53	20,907.05	96,937.48
February	23,858	111,299.03	19,145.08	92,153.95
March	27,354	130,069.45	22,186.19	107,853.26
April	23,078	107,241.50	20,201.43	87,040.07
May	24,663	113,953.82	22,569.05	91,384.77
June	23,978	109,246.32	21,245.59	88,000.73
July	23,210	105,691.32	19,156.89	86,534.43
August	25,375	116,350.75	19,268.42	97,082.33
September	23,587	108,229.16	18,728.98	89,500.18
October	25,206	114,656.35	19,079.59	95,576.76
November	24,850	112,533.70	19,558.01	92,975.69
December	26,578	118,597.43	21,903.85	96,693.58
January, 2001	25,907	119,396.14	21,442.37	97,953.77
February	25,116	115,431.89	20,450.60	94,981.29
March	25,971	119,482.21	21,545.39	97,936.82
April	25,068	109,648.96	17,498.97	92,149.99
May	25,919	114,784.67	18,980.73	95,803.94
June	25,025	111,004.74	17,595.10	93,409.64
July	26,473	116,938.01	18,969.51	97,968.50
August	25,600	112,933.90	17,334.29	95,599.61
September	23,032	101,849.56	16,114.75	85,734.81
October	24,029	107,952.36	16,765.65	91,186.71

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COST PROPOSAL SECTION:

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ATTACHMENT 2 - PRICE QUOTATION FOR OPTIONAL SERVICES

ATTACHMENT 1

**Nebraska Rely Service
Price Quotation - Mandatory Services
Price Per Minute of Communications Assistant Work Time**

Communications Assistant work time shall not include time prior to the moment when a communications assistant is ready to render assistance and/or ready to accept information to process the call. Communications Assistant work time is the time, in minutes and seconds, from the moment when a communications assistant is ready to render assistance and/or ready to accept information to process a call to the TRS until both relay users disconnect.

For all mandatory service requirements:

Bidders are instructed to provide a figure to the third decimal place, as in \$X.XXX per session minute.

\$ _____ Per session minute of outbound calls

NAME

TITLE

NAME OF COMPANY

DATE

ATTACHMENT 2

Nebraska Relay Service Price Quotation - Optional Services Price Per Minute of Communications Assistant Work Time

Communications Assistant work time shall not include time prior to the moment when a communications assistant is ready to render assistance and/or ready to accept information to process the call. Communications Assistant work time is the time, in minutes and seconds, from the moment when a communications assistant is ready to render assistance and/or ready to accept information to process a call to the TRS until both relay users disconnect.

For all optional service requirements:

Bidders are instructed to provide a figure to the third decimal place, as in \$X.XXX per session minute for each service designated as “optional”, numbered sequentially beginning with 2.1 for the first optional service, 2.2 for the second optional service etc.

\$ _____ Per session minute of outbound calls

NAME

TITLE

NAME OF COMPANY

DATE

ADDENDUM ONE

DATE: January 4, 2002
TO: All Vendors
FROM: Ruth Gray, Buyer
State Purchasing Bureau
RE: Questions and Answers for SCA-0225 to be
opened at 2:00 p.m., February 8, 2002

Attached are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

QUESTIONS	ANSWERS
<p>1. Section III.BB Liquidated Damages (page 3.6). Will the State please clarify this requirement, "In the event that the contractor fails to perform any substantial obligation under this contract..." What is the State's definition of "any substantial obligation?" And does the liquidated damage amount (\$6,850 dollars) per day exceed the daily anticipated revenue of Nebraska TRS?</p>	<p>If you are meeting the 24 hr./ 7 days per week, including holiday requirement, this would be deemed to be a "substantial obligation." Any technical requirement designated as "mandatory" would also be deemed a "substantial obligation." Liquidated damages are calculated as twice the daily average cost of operating the relay and exceeds the daily anticipated revenue.</p>
<p>2. Sec. IV.C.4.e Abbreviated (711) dialing (page 4.6). a.) In order to ensure the seamless transition of 711 services, is Sprint correct in assuming that the 711-translation code (800 number) will be ported to the new provider? b.) And, in general, is Sprint correct in assuming that all existing TRS 800 numbers will be ported to the new provider as well? What are the existing NRS 800 numbers? c.) The State indicated that the 711 answer mode should be voice first, then TTY, then ASCII. Did the State imply that the Voice first answer mode is for unbranded ANIs only, or did the State imply that the Voice answer mode is for all 711 calls?</p>	<p>A). Yes, the 800 number shall be ported to the new provider. B). Yes. 800-833-0920;Voice 800-833-7352;TTY/ASCII 888-696-0629;Fast ASCII 888-272-5527;Speech to Speech 888-272-5528;Spanish C). All calls, regardless of branding.</p>
<p>3. Sec IV.C.19 Speed of Answer (page 4.14). The FCC has changed the requirement of "No more than 30 seconds shall elapse between receipt of dialing information and the dialing of the requested number" to ".... by any method which results in the caller's call immediately placed, not put queue or on hold." (FCC 00-56, March 6, 2000). Will the State modify the requirement?</p>	<p>Acknowledged and will amend the RFP to reflect the change in language to conform to the FCC language. The requirement will now read, "Where the performance criteria is in terms of percentage of calls which are answered within a specified period, the Vendor shall ensure that, except during network failure, at least ninety percent (90%) of all calls are answered by the relay center within ten (10) seconds from the time the call enters the TRS system during all times of the day and at least ninety-five percent (95%) of all calls are answered within ten (10) seconds for the month <u>by any method which results in the caller's call immediately placed, not put in a queue or on hold</u>", (amended language underscored). Sentence two in Section IV.C.19 referring to the thirty (30) second time lapse rule is eliminated. All other narration in this section shall remain.</p>

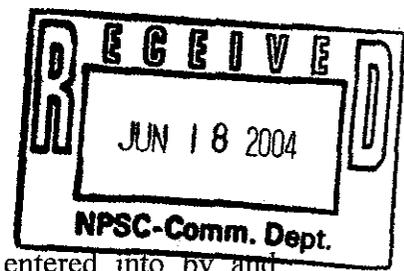
Comment [SE1]: This fragment of a sentence does not make sense. The one sentence has to do with dialing time and the other has to do with answer method. This question needs to be clarified.

QUESTIONS	ANSWERS
<p>4. Sec. IV.F.f Spanish Relay (page 4.20). Will the State be entertaining the thought of the vendor offering Spanish to English translation services to Nebraska TRS users? Based on experiences, there are a large number of requests for Spanish to English translation services.</p>	<p>Based on historical trends in Nebraska, the State will not at this time entertain Spanish to English translation services.</p>
<p>5. Sec. IV.K.1 Records Maintenance (page 4.31). Upon termination of Nebraska TRS contract, how long should the vendor retain all Nebraska TRS records and documents?</p>	<p>See Section III.GG. These records shall be maintained for a period of five (5) years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved.</p>
<p>6. Appendix A Selected Historical Statistics. Sprint has read that Nebraska TRS processed 37,865 total calls (133,713 total minutes) in July 1997 and 24, 029 total calls (107,952 total minutes) in October 2001. Could the State provide an explanation as to why the Nebraska TRS total calls (and total minutes) have declined? And in order to properly price the bid, how should the vendors accurately estimate the forecasted minutes?</p>	<p>No definitive explanation has been provided. The advent of the internet and "chat rooms" perhaps has contributed somewhat, but the State acknowledges the volume has somewhat "leveled". The State has used a conservative stimulation factor that reflects about 2% annual growth in anticipation of increased awareness and use of STS and 711 services.</p>
<p>7. Page 4.6 C(2) When referencing that the geographical location will be taken into consideration in the contract evaluation, is this in regards to the liaison or the actual location of the call center even though an instate solution is not required?</p>	<p>This is in regards to location of the relay call center.</p>
<p>8. Page 4.7 E. Optional Services - Is it the state's desire to have standard TRS as well as optional services provided by the same company/organization? Would the state be willing to consider a separate provider for TRS and the optional services requested such as VRS?</p>	<p>It would be desirable for the same vendor to offer both standard and optional services by the same provider. However, the State would consider a separate provider for VRS relay.</p>
<p>9. Page 4.29, I. (1) Please define the required VRS services for HCO users.</p>	<p>VRS is an optional service. Please provide an explanation as to how you would provision this service.</p>
<p>10. Page 4.30 I. (3) Would the state of Nebraska consider the usage of like state certifications such as the Texas BEI along with the RID and NAD certification systems?</p>	<p>The relay provider will adhere to the standards as provided by the Nebraska Commission for the Deaf and Hard of Hearing as indicated in this RFP.</p>

QUESTIONS	ANSWERS
11. Page 4.30 I. (2) The FCC has indicated that VRS is an encouraged portion of offerings for Relay users. As a new feature, staffing is often times unpredictable, would the state of Nebraska consider waving the ASA requirements for a period of time until such staffing requirements and call volumes could be determined?	The vendor may choose to offer a trial period for VRS, allowing the State to evaluate whether the service should be incorporated throughout the remaining contract term, assuming the volume level justifies the cost of provisioning this service. The State would waive the ASA requirement for the trial period only.
12. Page 4.30 I. What hours does the state of Nebraska wish to offer VRS? 7a-7p?	Please see Section IV.I.4 titled, "Proposal Information."
13. Page 4.30 I. Would the state of Nebraska consider an additional outreach staff position for the VRS portion of this contract?	The State would consider an additional outreach staff position.
14. Page 4.30 I.(2) Since Nebraska is requesting IP VRS, since the FCC has not yet approved reimbursement for this standard, would the state consider an alternative reimbursement model other than a "per minute" model?	Reimbursement shall adhere to the requirements stated in Section IV.L titled, "Price Quotations" (cost plus a reasonable rate of return type arrangement). Appropriate references on Attachment 2 regarding the methodology of reimbursement (other than session minutes) shall be noted.
15. Can copies of the Agreements with the current or previous contractors be obtained?	Agreement with current vendor submitted as separate attachment.
16. Reference is made to Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer Form (the "Form"). This Form does not appear to be attached to the RFP. Can a copy of the Form be obtained.	The "Form" is available on the internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm The "Form" is listed as Request For Proposal For Contractual Services Form and includes the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer.
17. Is any discussion or amendment to the terms and conditions either in the RFP or Form to be considered by the State and what is the process to review if any of the amendments proposed?	Please reference RFP Section III.Q titled, "Deviations From The Contract."
18. Funding Out Clause – the term and presumably the Contract itself is subject to the availability of funds. Would the governmental procurement process, as it may be related to the availability of funds, budget for the Contract on an annual basis or for the Term itself?	The governmental budgetary process is determined on a biennial basis. The current biennial period is July 1, 2001 through June 30, 2003.

QUESTIONS	ANSWERS
<p>19. What is the distinction, if any, between termination on this basis and that found at early termination at the State's discretion as to compensation or settlement with the contractor?</p>	<p>The State in its sole discretion may terminate the contract for any reason upon thirty (30) days written notice to the contractor and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.</p>
<p>20. Disputes – no dispute resolution mechanism is noted. Would the State consider any forms such as mediation or arbitration for all forms of dispute between the parties?</p>	<p>The Public Service Commission staff may resolve disputes through informal complaint process and may engage the services of the Nebraska TRS Advisory Committee for advice. If unsuccessful in this process, the Commission at its discretion may follow formal complaint or Departmental complaint resolution remedies with the Commission before invoking the provisions of Section III.Z.</p>
<p>21. Attorney's Fees – contractor will be responsible for all legal costs if the State is the prevailing party. Can we assume that the State will be responsible for costs if the contractor prevails?</p>	<p>No.</p>
<p>22. Early Termination – The State at its discretion may terminate at any time upon 30 days notice. Can any specific examples be given as to when such a right would be exercised?</p>	<p>As per the terms and conditions requirement of the RFP per Section III.X.2.</p>
<p>23. Early Termination – what is the process as far as arriving at a just and equitable compensation between the parties and what items of compensation are open to discussion for approval? Would loss of investments made specifically for this project be considered and be subject to compensation?</p>	<p>See response to question #19. Loss of unrecovered investments not subject to compensation.</p>

QUESTIONS	ANSWERS
<p>24. Compliance with Nebraska Law – the Terms and Conditions refer to various statutes as to applicable Nebraska or federal law. Is there a requirement that the contractor either be U.S. or Nebraska entity and if not; is there a requirement that the contractor provide the Services either in the U.S. or Nebraska; to the extent that the contractor and the location where the services are to be provided from, are not in theory subject to such law, as the contractor and such services are not located in either Nebraska or the U.S., will the State require that these statutes be nonetheless observed? In this case, would the State allow for exceptions where the U.S. or Nebraska law would not apply because of the location where the entity or Services are based? Alternatively, would the State accept compliance to similar statutes in the jurisdiction of the contractor?</p>	<p>Must be in compliance with all Federal (including the Federal Communications Commission) and Nebraska state laws (see Section III.R and Section IV.D.4). No exceptions will be tolerated.</p>
<p>25. Contractor Personnel – Considering that it is recognized, the personnel employed by the contractor shall remain under the sole direction and control of the contractor. Can you clarify the scope of the State right to require the contractor to reassign or remove from the project any contractor employee?</p>	<p>Contractor shall abide by Section III.I, third paragraph.</p>
<p>26. Assignment by the contractor - As for the assignment by the State, can the contractor consider that the State shall not unreasonably withhold its consent?</p>	<p>Yes.</p>
<p>27. Invoices - What invoice frequency will be authorized?</p>	<p>Monthly invoice due no later than the fifteenth (15th) calendar day of the month.</p>
<p>28. Historical Statistics - Can the following information be given: Actual percentage of sequential calls; Distribution of calls by hour of the day of a sample month; Distribution of calls by day of the week of a sample month.</p>	<p>Actual percentage of sequential calls cannot be provided. Distribution of calls by hour and calls by day of the week of a sample month provided as separate attachment.</p>
<p>29. Attachment 1 Page 1 – Attachment 1 has a blank for vendors to insert their rate for “per session minute of outbound calls.” Please confirm that the State would like contractors to submit a per session minute price for all calls as defined in the only paragraph of text contained in Attachment 1.</p>	<p>The State requires vendors to submit a per session minute price for calls as defined in the only paragraph of text contained in Attachment 1. This includes from the moment a CA is ready to render assistance and/or ready to accept information to process a call to the TRS until both relay users disconnect.</p>



ADDENDUM #1 TO AGREEMENT

This Addendum #1 to Agreement ("Addendum #1") is entered into by and between Hamilton Telephone Company d/b/a Hamilton Telecommunications, (hereinafter referred to as the "Relay Service Provider") and the Nebraska Public Service Commission, (hereinafter referred to as the "Commission"). This Addendum #1 amends the terms and conditions of the Nebraska Relay System Agreement by and between the parties dated April 2, 2002 (hereinafter referred to as the "Agreement").

WHEREAS, Relay Service Provider has entered into an agreement with CapTel, Inc. ("CTI") for the purpose of providing CapTel™ Service on a sub-contracted basis; and

WHEREAS, CapTel™ is a new technology provided through CTI, that allows individuals with hearing loss to view word-for-word captions of their telephone conversations; and

WHEREAS, the terms and conditions under which CapTel™ Service will be provided in the State of Nebraska are set forth in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Commission desires to enter into this Addendum #1 with Relay Service Provider in order to obtain the benefits of CapTel™ Service for residents of the State of Nebraska.

NOW THEREFORE, in consideration of the premises and the mutual agreements of the parties set forth hereinbelow, the parties agree as follows:

Section 1 CapTel Service

1.1 Provision of CapTel™ Service: Relay Service Provider agrees to provide CapTel™ Service to the Commission in the State of Nebraska through its sub-contractor, CTI, in accordance with the terms and conditions of this Addendum #1, including Exhibit A attached hereto, and the Commission agrees to obtain CapTel™ Service from Relay Service Provider in accordance with the terms and conditions of this Addendum #1, including Exhibit A attached hereto.

1.2 Approval of CTI as Sub-Contractor: The Commission hereby approves and accepts CTI as Relay Service Provider's sub-contractor to provide CapTel™ Service.

1.3 Start-Up Date for CapTel™ Service: The start-up date for CapTel™ Service will be October 1, 2004.

Section 2 Users of CapTel™ Service

2.1 Initial Number of Users and Monthly Additions: CapTel™ Service will be initiated with 50 users (this number may be lower if so desired by the Commission) and may be increased by up to 10 users per month after the initial 50 users. The Commission may add as few as no new CapTel™ Service users per month up to 10 users per month. If less than the allotted number of users are added in a particular month, the unused allotment cannot be carried over to the next month. On or before August 1, 2004, the Commission shall notify the Relay Service Provider of the initial number of CapTel Service users and the number of additional CapTel Service users allowed to be added each month.

2.2 Customer Equipment: In addition to subscribing for CapTel™ Service, users are required to purchase customer equipment manufactured by Ultratec, Inc. of Madison, Wisconsin, ("Ultratec"), either through Ultratec's equipment distribution program or otherwise.

Section 3 FCC Approval of CapTel™ Service

3.1 FCC Declaratory Ruling: On August 1, 2003, the Federal Communications Commission ("FCC") released a Declaratory Ruling granting Ultratec's Petition for Clarification with regard to CapTel™ Service. The FCC found that captioned telephone Voice Carry Over ("VCO") service, of which CapTel™ Service is a type, is telecommunications relay service ("TRS"). In addition, the FCC waived certain TRS mandatory minimum standards that do not apply to captioned telephone VCO service, and waived other TRS mandatory minimum standards for captioned telephone VCO. Those standards that were waived include: Speech to Speech, Hearing Carry Over ("HCO"), 711 dialing access – inbound calls voice calls waived only for one year, communications assistant ("CA") oral-to-type test requirement and permit the use of an oral-to-text test instead for captioned telephone VCO CAs, sequential calls for inbound captioned telephone VCO users, gender preference, interrupt functionality, call release, ASCII and Baudot format. The FCC also clarified that voice recognition technology in the provision of captioned telephone VCO service, such as CapTel™ Service is a permissible means for not only enhancing transmission speed, but also for achieving CA's competency skills which are typing, grammar, spelling and interpretation of typewritten American Sign Language and the requirement that CAs type at a minimum speed of 60 words per minute. Relay Service Provider will provide CapTel™ Service in accordance with the FCC's Declaratory Ruling referenced in this Section.

Section 4
Cost of CapTel™ Service

4.1 Cost of Single Line CapTel™ Service: The Relay Service Provider will provide CapTel™ Service at the rate of \$1.45 per minute based on conversation minutes, defined as the time, in minutes and seconds, from the time the relay originator is connected to the called party's number and transcription begins and continuing until the CA directs the workstation to end the call or when one of the two parties disconnects. This includes connections made to an answering machine or voice menu. Conversation minutes do not include the time in queue (call is ringing, waiting for the call to connect to the other phone number), call set-up, call wrap-up, or calls that have reached numbers that are busy or received no answer.

4.2 Cost of 2-Line CapTel™ Service: CapTel™ Service is also available as a 2-line service. If the Commission elects to purchase CapTel™ Service including 2-Line CapTel Service, the rate will be \$1.62 per conversation minute. The Commission shall notify the Relay Service Provider if it elects to implement 2-Line CapTel Service.

4.3 Pricing Commitment; Future Increases: The pricing provided in Sections 4.1 and 4.2 shall remain in effect through the end of the initial term of the Agreement (June 30, 2005). Thereafter, if the Commission exercises its first option to renew the Agreement, the CapTel™ Service price shall remain the same through June 30, 2006 and from July 1, 2006 to June 30, 2007 any increases will be limited to the greater of 5% or the increase in the CPI index from July 1, 2005 to June 30, 2006, and if the Commission exercises its second option to renew the Agreement, the price increase will be limited to the greater of 5% or the increase in the CPI index from July 1, 2005 to June 30, 2007.

Section 5
Reaffirmation of Agreement

5.1 Reaffirmation of Terms: All other terms and conditions of the Agreement between the parties shall remain in full force and effect and shall be applicable to this Addendum, except as specifically modified herein. In the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall be controlling.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Addendum to be executed by their duly authorized officers, by signature below as of the 27th day of June, 2004.

NEBRASKA PUBLIC SERVICE COMMISSION
("Commission")

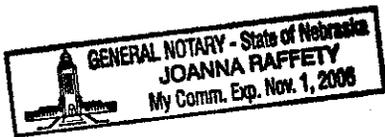
By: Gerald J. Udy

Title: Chairman

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing agreement was acknowledged before me this 27th day of June, 2004.

Joanna Raffety
Notary Public

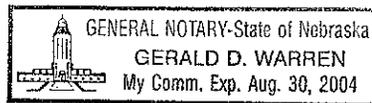


HAMILTON TELEPHONE COMPANY d/b/a
HAMILTON TELECOMMUNICATIONS
("Relay Service Provider")

By: [Signature]

Title: VICE PRESIDENT

STATE OF NEBRASKA)
) ss
COUNTY OF HAMILTON)



The foregoing agreement was acknowledged before me this 17 day of June, 2004.

[Signature]
Notary Public

EXHIBIT A

TERMS AND CONDITIONS OF CAPTEL™ SERVICE

The following are made a part of Addendum #1 to which these Terms and Conditions are attached:

- (a) CapTel™ Service will be available 24 hours per day, 7 days per week, 365 days per year.
- (b) End users of the CapTel™ Service will be able to place calls from within Nebraska to any point in the world and from all points outside Nebraska to any point within Nebraska to the same extent that the access is provided by traditional TRS.
- (c) CapTel™ users will have the ability to access their chosen carrier of choice for intrastate or interstate interexchange carrier calls without regard to the CapTel™ phone from which the call is originated to the same extent that access is provided by traditional TRS.
- (d) CapTel™ relay users will have the ability to access standard operator services equal to those typically offered to voice telephone users including directory assistance services to the same extent that the access is provided by traditional TRS.
- (e) Relay Service Provider will provide reporting of call numbers, minutes and answer performance related statistics to the Commission for CapTel™ Service.
- (f) CapTel™ Service will meet the P.01 standard for blockage. Blockage rates for CapTel™ Service are available in 60-minute intervals at the current time.
- (g) CapTel™ Service will answer 85 percent of all calls within 10 seconds including abandons.
- (h) CapTel™ Service will be able to accurately determine call jurisdiction information in order to ensure that CapTel™ users' extended community calling plans, optional calling plans and other special situations such as limits on directory assistance calls where applicable are billed correctly to the same extent provided by traditional relay service.
- (i) CapTel™ Customer Service will be staffed from 9:00 AM to 5:00 PM, Monday through Friday. Relay Service Provider will report all complaints to the Commission monthly and if needed, on a case by case basis.
- (j) CapTel™ Service will be billed in conversation minutes rounded up to the nearest one hundredth of a minute.
- (k) CapTel™ Service users can utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card, and 900 number services.
- (l) CapTel™ Service will be available in Spanish.
- (m) The CapTel™ Service will allow CapTel™ Service users to place all network call types commonly supported by TRS including: intrastate, interstate, toll free, 911, and pay per call services.
- (n) Calls not supported by CapTel™ Service include coin-sent calls, all non-English language calls except Spanish, and any TRS call which is not a CapTel™ Service

call including, but not limited to, VCO, HCO, STS, VRS, 2-line VCO, and TTY calls, or any other non- CapTel™ call.

CapTel™ Service CAs will adhere to the following minimum standards:

- The CapTel™ CA shall be trained to caption the words spoken by the hearing party as accurately as reasonably possible without intervening in the communications. The CA is permitted to provide background noise identification;
- The CapTel™ CA shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential;
- The CapTel™ CA shall be required to meet the FCC standards for TRS minimum transcription speed;
- The CapTel™ CA shall not limit the length of a call and shall stay with the call for a minimum of ten minutes when answering and placing a call;
- The CapTel™ CA shall pass along a CapTel™ Service caller's ANI to the appropriate PSAP if the caller disconnects before being connected to emergency services;
- CapTel™ CAs will have the requisite experience, expertise, skills, education, knowledge and training to perform CapTel™ Services in a professional manner.

November 30, 2005

FOR IMMEDIATE RELEASE

PSC AUTHORIZES ENHANCEMENT TO CAPTEL RELAY SERVICE

LINCOLN – Hearing and speech impaired Nebraskans will now have access to an enhanced version of the Captioned Telephone (CapTel) service effective December 1.

At its November 29 meeting, the Nebraska Public Service Commission authorized Hamilton Telecommunications of Aurora, the state's relay service provider, to offer two-line CapTel service.

Single line CapTel service was introduced to Nebraska on October 1, 2004. Two-line CapTel is similar to single-line CapTel in that the user receives live captions of everything the other party says.

Two-line CapTel users will need a second telephone line for the service and are responsible for the cost of the second line. The two-line CapTel user may receive caption service on any telephone call, incoming or outgoing, at any point in the conversation. Two-line CapTel allows callers to direct dial CapTel users instead calling through the captioning center.

According to Hamilton Telecommunications, two-line CapTel users listen to their conversation on one line while receiving text from the captioning service on the other line. Two-line CapTel also works with telephone products purchased from local telephone companies such as call waiting and automatic callback.

Hamilton Telecommunications will offer the new service at no additional cost to the state. The Nebraska Relay Service is funded through a seven-cent per month surcharge on telephone lines to provide telephone services to hearing and speech-impaired citizens.

For more information on the Nebraska Relay Service as well as single or two-line CapTel service, individuals may contact Steve Stovall at the Nebraska Public Service Commission (402-471-3101 or 800-526-0017) or the Nebraska Commission for the Deaf and Hard of Hearing at 800-545-6244. Both Commissions have Voice/TTY services available.

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Nebraska Public Service Commission

COMMISSIONERS:

ANNE C. BOYLE
LOWELL C. JOHNSON
ROD JOHNSON
FRANK E. LANDIS
GERALD L. VAP



300 The Atrium, 1200 N Street, Lincoln, NE 68508
Post Office Box 94927, Lincoln, NE 68509-4927
Website: www.psc.state.ne.us
Phone: (402) 471-3101
Fax: (402) 471-0254

NEBRASKA CONSUMER HOTLINE:
1-800-526-0017

EXECUTIVE DIRECTOR:
ANDY S. POLLOCK

November 29, 2005

Dixie Ziegler
Hamilton Relay, Inc.
1001 Twelfth Street
Aurora, NE 68818

Dear Ms. Ziegler:

The Nebraska Public Service Commission is in receipt of your letter dated November 9, 2005 advising us that 2 line CapTel Service is now available to Nebraska customers at the same \$1.45 per conversation minute cost of single line CapTel.

The Commission requests that the 2 line service be made available to Nebraska customers at the \$1.45 rate. Please advise if you have any questions.

Sincerely,

Jerry Vap
Chairman
Nebraska Public Service Commission.

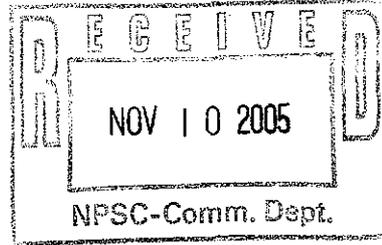
 **COPY**

1001 Twelfth Street • Aurora, Nebraska 68818
voice 402.694.5101 • TTY 800.821.1834
toll free 800.821.1831 • fax 402.694.2848

e-mail: info@hamiltontel.com
web site: www.hamiltontel.com

November 9, 2005

Gene Hand
Nebraska Public Service Commission
300 The Atrium
1200 N Street
P.O. Box 94927
Lincoln, NE 68509-4927



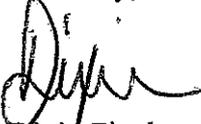
Hamilton Relay is excited to inform you that 2 line CapTel is now available for the same price as single line CapTel. Hamilton will provide the 2 line CapTel Service at the same \$1.45 per conversation minute pricing as single line CapTel.

Some of the benefits of two line CapTel are:

- Users receive captions on all incoming calls – your caller dials you directly, instead of placing the call through the captioning service.
- Users can turn captions on (or off) at any point during a conversation.
- There is no separate telephone number for callers to remember – they just dial the CapTel user directly.
- Captioning is available for every type of call, including emergency calls and calls placed through relay.
- Other telephone users in the home can pick up an extension line and share the call without interrupting the captions on the CapTel phone.
- Users can enjoy such features as call-waiting feature without interrupting captions (including getting captions of the second call).

Please let us know if you would like to offer this great service enhancement to the State of Nebraska.

Sincerely,



Dixie Ziegler
Hamilton Relay, Inc.

cc: Steve Stovall ✓