STATE OF FLORIDA

FLORIDA PUBLIC SERVICE COMMISSION

REQUEST FOR PROPOSALS

TO PROVIDE

A

TELECOMMUNICATIONS RELAY SERVICE SYSTEM

IN

FLORIDA

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REQUEST FOR PROPOSAL

A. ADMINISTRATIVE REQUIREMENTS AND PROCEDURES

1. Issuing Entity and Point of Contact

This Request For Proposals (RFP) is issued by the Florida Public Service Commission (FPSC). The FPSC's Proposals Review Committee (PRC) Chairman is the sole point of contact concerning this RFP and all communications must be made through the Chairman, Mr. Rick Moses. Mailed correspondence must be addressed to Mr. Rick Moses, c/o Ms. Blanca Bayó, Director of the Division of Commission Clerk and Administrative Services, The Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850 and should reference Docket No. 040763-TP. The PRC Chairman can be contacted at 850/413-6582 and facsimile correspondence should be directed to 805/413-6583. E-mail should be directed to the PRC Chairman at rmoses@psc.state.fl.us

2. Purpose

The purpose of this RFP is for contracting for a Florida Relay Service (FRS) System that meets the needs of the people of the state of Florida pursuant to the Telecommunications Access System Act of 1991 and which satisfies or exceeds the relay system certification requirements of the Federal Communications Commission under the Americans with Disabilities Act. Bidders must comply with the requirements of both laws.

Section E is a summary of the billable minutes provided by the current relay provider concerning the Florida relay traffic for the months of June 2003 through July 2004. The bidder assumes all responsibility for the accuracy of data from these reports and billable minute information in using them for bidding purposes.

3. Other Applicable Laws/Legal Considerations

This RFP, and any resulting contract, shall be governed by the laws of the state of Florida. The bidders and provider shall comply with applicable federal, state, and local laws and regulations.

The contract shall be construed according to the laws of the state of Florida. Any legal proceedings against any party relating to or arising out of the RFP or any resultant contract or contractual relation shall be brought in state of Florida administrative or judicial forums. The venue will be Leon County, Florida.

4. Scope

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, mandatory administrative and operational requirements which a bidder shall meet to be eligible for consideration, specific instructions for proposal submission, and evaluation criteria.

5. Certificate of Public Convenience and Necessity and Registration

The provider shall have a Florida Certificate of Public Convenience and Necessity to provide local service and shall be registered with the FPSC as an Interexchange Company, or only use for relay service, telecommunications providers that have obtained the authority to provide local and intrastate long distance service in Florida. The provider shall also have the necessary FCC authority, or only use for relay service, telecommunications providers that have the necessary FCC authority to provide interstate and international service. The FPSC reserves the right to require certification or registration, whichever is appropriate, of any entity pursuant to this contract.

6. Definitions/Acronyms

The following terms, when used in this RFP, have the meaning shown below.

a. Abandoned Calls – Calls reaching the relay switch and terminated by the caller before a communications assistant answers regardless of the amount of time that has elapsed since the call reached the relay switch.

b. Administrator – A not-for-profit corporation incorporated pursuant to the provisions of Chapter 617, Florida Statutes, and designated by the Florida Public Service Commission to administer the telecommunications relay service system and the distribution of specialized telecommunications devices [s. 427.703(1), F.S.]

c. Advisory Committee – A group created by Section 427.706, F.S., and consisting of up to ten individuals named by the FPSC for the purposes described in Chapter 427, F.S.

d. Answer Time – The point in the progression of inbound calls at the relay center when the communications assistant is ready to serve.

e. Billable Minutes – For the purpose of calculating and rendering bills to the Administrator [Section 427.704(2), F.S.], billable minutes is the elapsed time between the time the incoming call enters the FRS provider's relay center switch and the completion of relay service. Total session time shall be rounded to the nearest one-tenth of a minute or less per session and the time for all call sessions shall be added together for all incoming calls during the month to produce the total billable minutes per month. The total of billable minutes for the month shall be rounded to the nearest one-tenth of a minute. In a session which includes a mix of intrastate toll or local calls and interstate or international calls, the time associated with the interstate or international calls shall not be included in the billable time for that call session.

f. Blocked calls – Calls reaching the 800 number network that do not terminate by ringing a communications assistant position.

g. Communications Assistant (CA) – A person who relays conversation to and from users of a relay system.

h. Deaf – Having a permanent hearing impairment and being unable to discriminate speech sounds in verbal communication, with or without the assistance of amplification devices. [Section 427.703(3), F.S.]

i. Dual Sensory Impaired – Having both a permanent hearing impairment and a permanent visual impairment and includes deaf/blindness. [Section 427.703(4), F.S.]

j. FPSC - Florida Public Service Commission.

k. FRS – Florida Relay Service.

l. General Assistance Calls – Incoming calls to the CA that are not associated with an outgoing relay call. Such calls may provide information about using relay or other types of calls that are normally handled by customer service.

m. Hard of Hearing – Having a permanent hearing impairment which is severe enough to necessitate the use of amplification devices to discriminate speech sounds. [Section 427.703(5), F.S.]

n. Hearing Impaired or Hearing Disabled – Being deaf or hard of hearing and includes dual sensory impairment. [Section 427.703(5), F.S.]

o. Hearing Carry-Over – (HCO) A feature that allows people who are speech disabled to use their hearing abilities to listen directly to their party. The CA voices the typed responses from the HCO user to the hearing person, who then speaks directly to the HCO user without CA interaction.

p. Incoming Call – An incoming call refers to the portion of the communications connection from the calling party to the relay service center. An incoming TDD call is a call originated by a TDD user. An incoming telephone call is a call originated by a telephone user. An incoming call includes calls to the relay service telephone number for completing a relay call as well as general assistance calls.

q. Minor Irregularity – A variation from the request for proposal terms and conditions which does not affect the price of the proposal, does not give the bidder a significant advantage or benefit not enjoyed by other bidders, and does not adversely impact the interests of the agency.

r. Outgoing Call – An outgoing call refers to the portion of the communications connection from the relay service center to the called party. An outgoing TDD call is a call to a TDD user. An outgoing telephone call is a call to a telephone user.

s. Provider – The entity with whom the FPSC contracts to provide Florida Relay Service.

t. PRC – Proposals Review Committee.

u. Speech Impaired or Speech Disabled – Having a permanent loss of verbal communications ability which prohibits normal usage of a standard telephone set. [Section 427.704(10, F.S.]

v. Speech to Speech (STS) – A service that enables a person with speech disabilities to use relay service with his own voice or voice synthesizer, rather than using a TDD. A specially trained CA functions as a human translator for people with speech disabilities who have trouble being understood on the telephone. The STS CA repeats the words of the speech disabled user to the other party on the call.

w. Telecommunications Device for the Deaf (TDD or TTY) – A mechanism which is connected to a standard telephone line, operated by means of a keyboard, and used to transmit or receive signals through telephone lines. The term includes mechanisms equipped with sight assisting devices such as a large print screen or Braille printer and also includes computers. [Section 427.703(14), F.S.]

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

y. Video Relay – Video relay interpreting allows the caller, utilizing video conferencing facilities, to use sign language to communicate with the CA who voices the call to the hearing person at the receiving end.

z. Voice Carry-Over – A feature that enables a user with a hearing disability to utilize his useable speech for direct expression of voice communications and to use the CA for conversion of the other user's communications from voice to TDD.

7. Key Dates

The following dates are target dates. The FPSC reserves the right to change the dates.

Release RFP ..... September 21, 2004
Bidder's Conference ..... October 1, 2004
Deliver Final Questions
about RFP to PRC Chairman 3:00pm EST ..... October 8, 2004
TECHNICAL AND PRICE PROPOSAL
DUE DATE & TIME 3:00pm EST ..... November 18, 2004
Recommendation Presentation to the FPSC ..... January 4, 2005
Letter of Intent ..... January 7, 2005
Performance Bond Due ..... Upon Execution of Contract
Begin Service ..... June 1, 2005

8. Questions Concerning the RFP

Prior to or after the bidders' conference, potential bidders may submit in writing, questions regarding the RFP. To the extent practical, such questions concerning the RFP will be responded to at the bidders' conference. Questions filed after the bidders' conference will be responded to in writing to known potential bidders, if time permits. All questions should be received by the PRC Chairman by 3:00pm Eastern Standard Time, October 8, 2004.

9. Amendments or Supplements to RFP

In the event that it becomes necessary to revise or clarify any part of this RFP, an amendment or supplement will be provided to each bidder of record receiving the original RFP.

10. Restrictions on Communications

From the issue date of this RFP until a provider is selected, bidders are not to communicate with any FPSC Commissioner, staff member, or Advisory Committee member regarding this RFP except for:

a. Written correspondence to or from the PRC Chairman.

b. Oral discussions at the bidders conference or at an oral interview or site visit.

For violation of this provision, the FPSC reserves the right to reject the proposal.

11. Bidder's Conference

A public bidders' conference in connection with this RFP will be held on October 1, 2004. The conference will be at 8:00am in Room 152 of the Easley Building, 4075 Esplanade Way, Tallahassee, Florida. The FPSC will transcribe the proceedings of the bidders' conference. An overview of the RFP will be presented.

Written questions submitted in compliance with Paragraph A.8. above will be addressed. In addition, the PRC will make every attempt to respond to questions from the floor; however, depending on the question asked, a complete response may have to be deferred until after the conference.

12. Modifications, Withdrawals, and Late Proposals

Proposals may only be modified or withdrawn by the bidder up to the established filing date and time. It is the responsibility of the bidder to ensure that the proposal is received by the Division of the Commission Clerk and Administrative Services on or before the proposal due date and time. Both the technical and price proposals must be filed by November 18, 2004, at 3:00pm eastern time. **Late proposals will not be accepted**.

13. Bidding Costs

Neither the FPSC, nor the FRS system, is liable for any costs incurred by a bidder in conjunction with development of its bid.

14. Rejection of Proposals, Correction of Errors

The PRC Chairman and the FPSC reserve the right to reject any or all proposals. The PRC Chairman and the FPSC also reserve the right to accept proposals despite minor irregularities and to allow a bidder to correct such minor irregularities.

15. Public Availability of Proposals, News Releases and Public Announcements

The Technical and Price proposals will each be made available to the general public within (10) days after each is opened. The price proposals will not be opened until after the technical proposals have been evaluated. The FPSC may issue press releases or public announcements concerning filed proposals or the bid process.

16. Protests

Failure to file a protest of either the RFP or the letter of intent within the time prescribed in subsection 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17. Letter of Intent/Notification to Bidders

Upon selection of a potential provider by the Commission, the Commission will issue a letter of intent to the potential provider. The letter of intent is the point of entry to protest the award pursuant to Section 120.57(3), Florida Statutes. A contract shall be completed and signed by all parties concerned within (30) days of mailing the letter of intent. If this date is not met, through no fault of the FPSC, the FPSC may elect to cancel the letter of intent and make the award to another bidder.

All bidders will receive a copy of the letter of intent by certified mail, return receipt requested.

18. Award of Contract

The FPSC shall award the contract to the bidder whose proposal is the most advantageous to the state, taking into account the following considerations in Section 427.704(3)(a), Florida Statutes.

a. The appropriateness and accessibility of the proposed telecommunications relay service for the citizens of the state, including persons who are hearing impaired or speech impaired.

b. The overall quality of the proposed telecommunications relay system.

c. The charges for the proposed telecommunications relay service system.

d. The ability and qualifications of the bidder to provide the proposed telecommunications relay service system as outlined in the RFP.

e. Any proposed service enhancements and technological enhancements which improve service without significantly increasing cost.

f. Any proposed provision of assistance to deaf persons with special needs to access the basic telecommunications system.

g. The ability to meet the proposed commencement date for the FRS.

h. All other factors listed in the RFP.

19. Award Without Discussion

The FPSC reserves the right to make an award without discussion of proposals with the bidder. Therefore, it is important that each technical and price proposal be submitted in the most complete, understandable, and accurate manner possible.

20. Oral Interviews/Site Visits/ Written Data Request

Bidders may be asked to participate in oral interviews, respond to a written data request, make their facilities available for a site inspection by the PRC or make their financial records available for a FPSC audit. Such interviews, site visits, and/or audits will be at the bidder's expense except that the PRC will pay for his own expenses (transportation, meals, housing, etc.). Bidders should come to oral interviews prepared to answer the PRC's questions and the bidder's primary contact person (person signing the letter of transmittal accompanying the RFP or his designee) shall be present at all meetings with the PRC or FPSC.

21. Contract Document

The successful bidder will be required to sign a contract which will include the following elements.

a. The RFP.

b. The bidder's Proposal in response to the RFP.

c. A document identifying any modifications or clarifications to the proposal and identifying optional items contained in the proposal and desired by the FPSC to be included in the FRS.

All of the above items together will constitute a complete initial contract that will be approved by the FPSC's Executive Director on behalf of the FPSC.

22. Limited Liability

To the extent provided for in Section 427.707, Florida Statutes, the FPSC, its Advisory Committee, and the PRC assume no liability with respect to the RFP, proposals, or any matters related thereto unless there is malicious purpose or wanton and willful disregard of human rights, safety, or property in the establishment, participation in or operation of the telecommunications

relay service. To the fullest extent permitted by law, all prospective service providers and their assigns or successors by their participation in the RFP process, shall indemnify, save and hold the FPSC and its employees and agents, including the Advisory Committee and PRC, free and harmless from all suits, causes of action, debts, rights, judgements, claims, demands, accounts, damages, costs, losses, and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of the RFP and/or any subsequent acts related thereto, including, but not limited to, the recommendation of a bidder to the FPSC and any action brought by an unsuccessful bidder.

23. Disclaimer

All information contained in the RFP, including any amendments and supplements thereto, reflects the best and most accurate information available to the FPSC at the time of the RFP preparation. No inaccuracies in such information shall constitute a basis for change of the payments to the provider nor a basis for legal recovery of damages, either actual, consequential, or punitive.

24. Cancellation/Availability of Funds

The FPSC shall have the right to unilaterally cancel, terminate, or suspend any ensuing contract, in whole or in part, by giving the provider 60 calendar days written notice by certified mail. If a breach of the contract by the provider occurs, the FPSC may, by written notice to the provider, terminate the contract upon 24 hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions herein do not limit the FPSC's right to remedies at law or to damages.

25. Public Bidder Meetings and Proprietary/Confidential Information

Written requests for confidentiality shall be considered by the FPSC as described in Chapter 364.183, Florida Statutes. Rule 25-22.006, Florida Administrative Code, should be followed in making a request.

Meetings held between the FPSC or PRC and the bidder shall be open to the general public. Should the need arise to discuss any confidential materials, the FPSC or PRC will attempt to hold such a discussion by referring to the confidential material in a general way without closing the meeting. All meetings with bidders will be transcribed.

All material submitted regarding this RFP becomes the property of the FPSC and subject to Chapter 119, Florida Statutes, (Public Records Law). The PRC reserves the right to use any or all information/material presented in reply to the RFP, subject to any confidentiality granted via Chapter 364, Florida Statutes. Disqualification of a bidder does not eliminate this right.

26. Non-Collusion

By submitting a proposal, the bidder affirms that the proposed bid prices have been arrived at independently without collusion, consultation, or communications with any other bidder or competitor, that the said bid prices were not disclosed by the bidder prior to filing with

the FPSC, and that no attempt was made by the bidder to induce any other person, partnership or corporation, to submit or not submit a proposal.

27. Changes in the Contract

Any change in the contract shall be accomplished by a formal written contract amendment signed by the authorized representatives of both the FPSC and the provider. No other document or oral communications shall be construed as an amendment to the contract.

28. Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, (Public Officers and Employees). All bidders shall disclose with their bid the name of any officer, director, or agent, who is also an employee of the state of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee who owns, directly or indirectly, an interest of five percent or more in the bidder's firm or any of its branches.

29. Minority Business

It is the policy of the Commission to encourage participation by minority business companies (as defined in Section 287.012, Florida Statues) in Commission contracts. If two identical bids/proposals to an invitation for bids or request for proposals are received and one response is from a minority owned company, the Commission shall enter into a contract with the minority owned company. If applicable, the bidder should include in its proposal evidence that it qualifies for the definition of a minority business.

B. THE SERVICE TO BE PROVIDED

1. Overview

This section of the RFP lists and describes the specific basic features of the relay service required to be provided. At the end of this section, the FPSC also requests the bidder to comment on (and in its price proposal, propose a price separate from the price for basic service for) the provision of optional services which are not required to be provided. The optional services offered will not be evaluated until after a bidder is selected; at that time, the FPSC may choose to purchase some, or all, of those services in addition to the basic services.

2. Commencement Date

The commencement date for the service is June 1, 2005. Bidders shall provide a work schedule showing how they can meet that deadline and shall provide a statement that they can provide the complete service by that date.

3. Term of Contract

Service shall begin on June 1, 2005. The term of the contract will be an initial three year period. Upon mutual agreement between the FPSC and the provider, the contract may allow for the term to be extended for up to four additional one year periods. The provider shall notify the Florida Public Service Commission of its desire to extend service by June 1 the year before the current service period expires. For example, if the contract service period is due to expire on May 31, 2008, the provider should notify the FPSC by June 1, 2007 that it desires a one year extension of service.

The provider shall be required to locate a relay center in the state of Florida.

4. Scope of Service

The relay service shall be designed to provide the means by which a hearing, speech, or dual sensory impaired person using a TTY can communicate over the existing telecommunications network with a non-TTY user (and vice-versa) through the use of the relay system. The service shall also provide other telecommunications services to persons with hearing and speech disabilities as further described below.

The FPSC is interested in providing a relay service that is as cost efficient as possible while at the same time providing a service as equivalent to standard telecommunications service as possible.

5. Access Numbers

There shall be a single access number for TDD users, a single access number for voice users, a single access number for ASCII users, and a single access number for Spanish users. The TDD access number shall be 800/955-8771, the voice access number shall be 800/955-8770, and the ASCII access number shall be 800/955-1339. The Spanish access number shall be 877/955-8773. The provider must request FPSC authority to use additional numbers for relay

access (e.g. STS, other foreign languages, etc.). If a caller calls the wrong access number, the system shall process the call without requiring the caller to redial.

Access shall also be provided via "711" which shall point to the 800/955-8770 number.

6. Availability of the System to Users

The service shall be designed to relay local, intrastate, interstate, and international calls that originate or terminate in Florida. Relay service shall be available 24 hours per day every day of the year.

No restrictions shall be placed on the length or number of calls placed by customers through the relay center.

7. Minimum CA Qualifications/Testing

The provider shall adequately supervise and train its employees to always be courteous, considerate, and efficient in their contact and dealings with its customers and the public in general, and shall conduct periodic evaluations to ensure that courteous service is being rendered.

Bidders shall specify how they plan to demonstrate that CAs meet all necessary proficiency requirements. CAs shall be able to quickly and accurately type TDD relay messages. The provider shall use valid, unbiased tests for CAs on subjects including, but not limited to:

a. Competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.

b. A high school diploma or grade equivalent diploma. In addition, each candidate shall pass a high school level English comprehension and grammar test before being considered for employment.

c. A minimum typing speed of 60 words per minute on live relay calls. Technological aids may be used to reach the required typing speed. A minimum of 150 test calls per month using prepared scripts that reflect a typical conversation and calling through the relay system the same as other live calls

shall be completed by the provider to ensure compliance with this requirement. A copy of the test results shall be provided monthly to the FPSC contract manager. The method to be used to determine the typing speed is as follows. Start timing the CA when the CA begins to type the message to the TTY user. Count the number of characters including spaces and divide that number by five to determine the number of words per minute. It shall be the objective of the provider to test each CA at least once yearly. If a CA does not meet the 60 wpm

requirement, the CA shall be taken off of live relay calls until further training and compliance can be accomplished.

d. Ethics, e.g., how a CA deals with situations he may encounter.

e. Confidentiality.

Any person who has not passed these tests shall not be utilized as a CA.

8. CA Training

Each bidder shall demonstrate in its proposal how ongoing CA training will be provided by including with its proposal an outline of a proposed CA training plan. The provisions for CA training shall include, but not be limited to, an understanding of limited written English and ASL, deaf culture, needs of hearing and speech disabled and dual sensory impaired users, ability to speak in a tone of voice consistent with the intent and mood of the conversation, operation of relay telecommunications equipment, how to handle hearing and Voice Carry-Over, ethics, confidentiality and other requirements of the Provider's operating policies and procedures. Training shall include both simulated and live on-line call handling.

9. Staff Training

All relay center staff, including management, shall receive training in ASL, deaf culture, needs of hearing, speech and dual sensory impaired users, and ethics and confidentiality. Each proposal should include an outline of a staff training plan indicating training topics and time frames as well as explaining how individuals or organizations (such as deaf service centers, state agencies, Florida Telecommunications Relay, Inc., universities, etc.) representing the hearing and speech impaired community would be used to assist with the training.

10. Counseling of CAs and Staff

Bidders are required to outline a program for counseling and support that will help CAs and staff deal with the emotional aspects of relaying calls. Those providing this staff support shall have training in dealing with the emotional aspects of handling relay calls. However, in counseling sessions, the CA shall not give to the support person the names of callers involved. The counseling support system shall follow the confidentiality provisions of this RFP.

11. Procedures for Relaying Communications

The system shall be designed to convey the full content of the communications. Unless requested otherwise by a user, the CA shall relay all calls according to the following procedures.

a. The CA is to be identified by a number (not name) followed by "M" if male and "F" if female. The provider shall establish a method which will allow identification of the CA in the event a complaint is filed or a user wants to praise the work of the CA.

b. The user shall be kept informed on the status of the call, such as dialing, ringing, busy, disconnected, or on hold throughout the call session. The system shall provide feedback to callers on the call status within 10 seconds after a caller has provided the number to call and continue to provide feedback until the call is answered.

c. All users shall have the option of telling the CA how to greet the called party and what aspects of the call that he/she will handle. For example, the TDD user may voice the call (voice Carry-Over), rather than have the CA do it or the caller may ask that relay be explained as soon as someone answers the call.

d. When the call is first answered, and at all times during the conversation, the system shall type to the TDD user or verbalize to the non-TDD user verbatim what is said or typed unless the relay user specifically requests summarization. If the CA summarizes the conversation, the CA shall inform both parties that the call is being summarized.

e. When the CA is asked to explain relay to a user, the CA shall express the term "explaining relay" to the other user on the call to let them know what is happening rather than transmitting all of the explanation. The CA shall not inform the telephone user that the TDD user is hearing or speech disabled unless the TDD user asks the CA to do so.

f. When speaking for the TDD user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made and conveying the intent and mood of the message. The CA shall also indicate identifiable emotions by typing those in parentheses, (e.g., he's laughing, he's crying). Any identifiable background noises shall be relayed to the TDD user in parentheses. The CA shall identify to the TDD user, if identifiable, the gender of voice users when they first come on the line. All of the above should be done automatically unless the user asks that it not be done.

g. CAs shall indicate to the user, if known, if another person comes on the line.

h. All comments directed to either party by the CA or to the CA by either party shall be relayed. These comments shall be typed in parentheses. However, comments between the CA and a relay user at the beginning of a call which deal with billing information need not be relayed to the other user.

i. CAs shall verify spelling of unfamiliar proper nouns, numbers, addresses, information about drug prescriptions and other unfamiliar words that are spoken and are to be relayed.

j. CAs shall stay on the line for a minimum of ten (10) minutes before allowing a change in CAs. For STS calls, the CA must stay on the line a minimum of fifteen (15) minutes. If a user requests that the same CA be used during the entire

conversation, the system shall comply whenever possible until both parties have terminated the call.

k. CAs shall not counsel, offer advice, or interject personal opinions or additional information into any relay call. This also means the CAs shall not make any value judgements on the profanity or obscenity or legality of any messages. Furthermore, the CAs shall not hold personal conversations with anyone calling the system.

l. Users shall not be required to give their names or the name of the party they are calling, unless needed for billing.

m. The system shall transmit conversations between TTY and voice callers in real time.

n. For each incoming call, the CA shall without delay make as many outgoing calls as requested by the caller.

o. If a user requests that a CA of a specific gender be used, the provider shall make best efforts to accommodate the request when a call is initiated and at the time the call is transferred to another CA.

12. Languages Served

At all times, the provider shall make available CAs with the capability to provide relay service to users who use either English, Spanish, or ASL (American Sign Language) on their relay call. Translation from one language to another is not required.

13. Additional Languages Served

The provider will not be required to serve languages other than English, Spanish, or ASL. However, additional evaluation points may be given for proposals that include how the provider would handle relay calls using one or more additional languages (e.g. French, or Creole, etc.).

14. Shift Advisor/Consultant

On each shift the provider shall employ in the relay center at least one person who is highly knowledgeable of ASL in order to serve as an advisor/consultant to assist CAs in understanding the intent of messages and properly communicating the full content of communication.

15. Confidentiality of Calls

As required by Section 427.704(1)(c), Florida Statutes, all calls shall be totally confidential; no written or electronic script shall be kept beyond the duration of the call. CAs and supervisory personnel shall not reveal information about the content of any call and, except for the minimum necessary for billing, complaint processing, statistical reporting or training purposes as further described in this RFP, shall not reveal any information about a call. CAs and

supervisory personnel shall be required to sign a pledge of confidentiality promising not to disclose the identity of any callers (except for the reasons discussed in this section) or any information learned during the course of relaying calls, either during the period of employment as a CA or after termination of employment.

a. When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:

1) Names of the parities on the call.
2) Originating or terminating points of specific calls.
3) Specifics of the information conveyed.

b. CAs shall not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except as necessary in instances of resolving complaints, bill processing, emergencies, or for training purposes. CAs may discuss a general situation with which they need assistance in order to clarify how to process a particular type of relay call. CAs should be trained to ask questions about procedures without revealing names or specific information that will identify the caller.

c. Watching or listening to actual calls by anyone other than the CA is prohibited except for training or monitoring purposes or other purposes specifically authorized by the Commission. FPSC staff shall be permitted to observe live calls

for monitoring purposes, but shall also comply with the confidentiality provisions above.

d. A copy of the Confidentiality Policy shall be provided to a user upon request and at no cost.

16. Types of Calls to be Provided:

a. Text-to-voice/voice-to-text. The provider shall transmit conversations between TTY and voice callers in real time.

b. Voice carry-over (VCO), two-line VCO, VCO-to-TTY, and VCO-to-VCO.

c. Hearing carry-over (HCO), two-line HCO, HCO-to-TTY, HCO-to-HCO and CapTel service or its equivalent service.

17. Call Release Functionality.

Call release functionality is a feature that allows the CA to sign-off or "release" from the telephone line after the CA has set up a telephone call between the originating TTY caller and a called TTY party, such as when a TTY user must go through a TRS facility to contact another TTY user because the called TTY party can only be reached through a voice-only interface, such as a switchboard.

The provider shall also immediately release a call when a TTY user using the relay system is inactive for more than 30 seconds.

18. Speed dialing.

A feature that allows a TRS user to place a call using a stored number maintained by the TRS facility. In the context of TRS, speed dialing allows a TRS user to give the CA a "short-hand" name or number for the user's most frequently called telephone numbers.

19. Three-Way Calling Functionality.

A feature that allows more than two parties to be on the telephone line at the same time with the CA.

20. Voicemail and Interactive Menus

CAs must alert the TRS user of the presence of a recorded message and interactive menus through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. The provider may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.

The bidder shall explain how messages will be left on or retrieved from answering machines and how interaction with voice response units will be accomplished. The bidder should explain how any access code used to retrieve messages will be confidentially handled.

The bidder should explain if and how messages will be retrieved from an answering machine if the originating party calling the relay center is at the same location as the answering machine. For example, if a person is at home and cannot retrieve his messages from his own answering machine, how will the relay center accomplish retrieving the message and relaying the information to the hearing impaired person when only one telephone line exists to the residence?

21. Voice and Hearing Carry-Over

The provider shall provide both voice and hearing Carry-Over upon request of the user. A TDD user may request voice Carry-Over (VCO) which will allow him/her to speak directly to the telephone user and receive the message typed back on the TDD. In addition, a TDD user may request hearing Carry-Over (HCO) which will enable the TDD user to directly hear what the telephone user is saying and type back his/her message, which will be spoken by the operator.

As part of its proposal the bidder should describe in detail how incoming 2-line VCO calls will be handled. As part of its proposal the bidder should also describe in detail how outgoing 2-line VCO calls will be handled.

The provider shall make provision for two persons who are hearing disabled to speak for themselves by means of Voice Carry-Over to Voice Carry-Over (VCO to VCO) and for two persons who are speech disabled to hear for themselves by means of Hearing Carry-Over to Hearing Carry-Over (HCO to HCO).

22. CapTel or Equivalent Voice Carry-Over

The provider shall provide as part of its proposal a description of how CapTel or its equivalent service will be provided, including 2-line captioned service. If an equivalent service is provided, it must be compatible with the existing CapTel telephones currently in use by end users. The provider shall price the CapTel service separately from other relay services in its price proposal.

23. Turbocode™

The provider shall provide Turbocode™, or its functionally equivalent, service that allows the relay user to interrupt the CA or other TDD user as part of the basic relay system.

Pricing for this service shall be included in the basic relay price in the bidder's price proposal.

24. Speech to Speech

The provider must offer Speech to Speech (STS) users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA shall just repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

Pricing for STS service shall be included in the basic relay service price in the bidder's price proposal.

25. Access to Pay Per Call Services (i.e. 900/976)

The provider shall provide access to pay per call services such as 900/976 numbers.

The bidder should explain how it will provide relay service users with access to pay per call services. Bidders are to describe how such access can be provided, how callers can disconnect without being charged and a methodology for billing the user directly for any charges incurred from the pay per call service. The bidder should describe how it would deal with denied pay per call calls and high bill complaints for 900/976 calls. Before placing the call, the CA shall advise the caller that there will be a charge for the call.

The bidder shall explain in the proposal how interstate and intrastate pay per call charges shall be separated for end user payment purposes.

26. Caller ID

When a TRS facility is able to transmit any calling party identifying information to the public network, the provider must pass through, to the called party, at least one of the following: The number of the TRS facility, 711, or the 10-digit number of the calling party.

27. Last Number Redial

This would allow the caller to have the system dial the last number called via relay without the caller having to give the number to the CA.

28. Obscenity Directed at the Operator

CAs do not have to tolerate obscenity directed at them. A proposal should specify how the provider will handle these situations.

29. Emergency Calls

The Provider must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner. In addition, a CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

30. Blockage

The provider is responsible for ensuring that 99% of all calls reaching the relay center per day are either answered or continue to receive a ringing signal. Calls that are blocked must receive a network blockage signal of 120 interruptions per minute.

31. Answer Time

The provider is responsible for answering, except during network failure, 85% of all calls daily within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold, of reaching the relay switch. Elapsed time is calculated from the time inbound calls reach the relay switch. In calculating the percentage of calls meeting the answer time standard, the numerator shall be the total number of calls per day that are answered (with a CA ready to serve) in 10 seconds or less. The denominator shall be the total number of calls per day reaching the relay switch except that the total shall not include calls abandoned within 10 seconds after reaching the relay switch. However, calls abandoned after 10 seconds shall be included in the denominator. (Exception: If the provider is unable to differentiate between calls abandoned within 10 seconds and those abandoned after 10 seconds of reaching the relay switch, then all abandoned calls shall be included in the denominator.)

Answer time shall be not be reported as an average speed of answer or by using a weighted service level.

32. Equipment Compatibility

It is necessary for the system to be capable of receiving and transmitting in both Baudot and ASCII codes as well as voice. It is also required that the relay system be capable of automatically identifying incoming TDD signals as either Baudot or ASCII. All equipment shall be compatible with the basic protocol of TDDs distributed in Florida through the Administrator.

33. Transmission Levels

Transmission levels must be maintained within industry standards as outlined in the American National Standards Institute – Network Performance – Switched Exchange Access Network Transmission specifications (ANSI T1.506-1997). The provider must provide updates to those standards as amended by ANSI during the term of the contract and must meet the amended standards.

34. Measuring Equipment Accuracy

Every meter, recording and ticketing device used to capture call details for billing subscribers or the FPSC/Administrator as well as for providing traffic information shall be tested prior to its installation and shall be accurate 97 percent of the time to within a 1 second grace period. All equipment shall be maintained in a good state of repair consistent with safety and adequate service performance. Quarterly testing of the measuring equipment accuracy shall be performed by the provider.

35. Emergency Operations and Uninterruptible Power

In addition to a minimum of thirty (30) minutes battery capacity sufficient to operate each relay center processing Florida relay traffic at busy season busy hour load, each relay center shall have installed emergency power generating equipment capable of maintaining the relay centers' operations. The uninterruptible power system shall support the switch system and its peripherals, switch room environmental (air conditioning, fire suppression system, emergency lights and system alarms), operator consoles/terminals, operator worksite emergency lights, and Call Detail Record recording. Provisions shall be made to meet emergencies resulting from failure of power service, sudden and prolonged increases in traffic, storms, lightning, etc. Employees shall be instructed as to the procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of relay service.

The bidder shall describe its plan for dealing with all types of natural and man-made problems (e.g., hurricanes, lightning strikes, fires, etc.) which either isolate the relay center and prevent calls from reaching the center or cause the center to be unable to operate. In addition, the plan should detail the steps which will be taken to deal with the problem and restore relay service.

The provider shall inform the contract manager of any major interruptions to the operation of the relay center extending beyond five minutes duration. The contract manager shall also be informed when it becomes known to the relay center that any portion of the state is isolated for more than five minutes from the relay center. The provider shall also provide a written (or e-mail) report to the contract manager after restoration of service.

Although it is not mandatory, the FPSC urges the provider to subscribe qualifying facilities for priority restoration under the Telecommunications Service Priority Program.

36. Intercept Messages

Appropriate intercept messages shall be provided if a system failure occurs.

37. Service Expansion

The bidder shall show the capability of expanding services in response to increasing demand. The bidder shall develop and illustrate in its proposal a detailed plan of how this expansion will be accomplished. The plan shall include, but not be limited to, trunking capacity, CA workstations, personnel staffing, and equipment capacity. The plan shall also indicate how any time lag shall be avoided to meet any increased call volume. The above plans shall allow the provider to be able to maintain all standards listed in the RFP.

38. New Technology

The users should be allowed to benefit from advancing technology. The bidder should describe the methodology and process it will use to keep abreast of technological changes in the provision of relay service, to inform the FPSC and Administrator that new enhancements are available and at what price, and to provide the FPSC the opportunity to purchase such enhancements or upgrades to the service.

39. Consumer Input and Participation in Advisory Committee and FPSC Proceedings

The telephone users shall have input on the quality of the delivery of service. Bidders shall develop a plan to include the Commission and its Advisory Committee in any evaluation of the system. A bidder shall not include travel or per diem costs of the FPSC or its Advisory Committee in its bid price since those costs will be funded by the State. An outline of this plan shall be included with the bidder's proposal. The plan should explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the relay center. This does not preclude the provider from conducting additional internal evaluations which use relay staff. The results of any service quality evaluation shall be reported to the FPSC office within 15 calendar days after the last month in each quarter.

Bidders are encouraged to include in the consumer input plan, methods for working with organizations serving hearing and speech impaired individuals statewide to conduct periodic community forums. The community forums shall be for the purpose of gaining user input on the quality of relay service and for responding to user questions and problems on use of the relay service. The community forums shall be for the purpose of gaining user input on the quality of relay service and for responding to user questions and problems on use of the relay service. The community forums shall be planned and conducted in conjunction with organizations serving people with hearing and speech impairments.

The provider shall participate in all meetings of the Advisory Committee and all FPSC workshops and hearings relating to relay service unless excused by the contract manager.

40. Complaint Resolution

The provider shall establish procedures regarding complaints, inquiries, and comments regarding system services and personnel. The provider shall ensure that any caller to the relay center having a complaint will be able to reach a supervisor or administrator while still online during a relay call. All complaints received by supervisors, or in writing, shall be documented, including their resolution, and kept on file and available to the Commission upon request. In addition, the relay center shall have a toll-free Customer Services telephone number available and accessible to the public statewide for the purpose of reporting service or other deficiencies. Records of such reports and copies of written reports regarding service or other deficiencies shall be maintained for the life of the contract and for twelve (12) months after conclusion of the contract period. This record shall include the name and/or address of the complainant, the date and time received, the CA identification number, the nature of the complaint, the result of any investigation, the disposition of the complaint and the date of such disposition. Each signed letter of complaint shall be acknowledged in writing or by contact by a representative of the provider. The necessary replies to inquiries propounded by the Commission's staff concerning service or other complaints received by the Commission shall be furnished in writing within fifteen (15) days from the date of the Commission inquiry.

A complaint log compliant with the FCC reporting requirements shall be provided to the contract manager in a timely manner for filing with the FCC.

41. Charges for Incoming Calls

The provider shall make no charge to the users for making calls (incoming) to the relay service.

42. Billing Arrangements

The provider shall bill for charges for collect calls, person-to-person calls, calls to or from hotel rooms and pay telephones, and calls charged to a third party. The provider shall also arrange for billing to any industry standard local exchange or competitive local exchange company calling card. For calls billed by or on behalf of the provider, the bidder shall include a complete description of how users will be billed for all calls. This description shall include the bidder's procedures for obtaining billing information from the local exchange and competitive local exchange companies, whether the billing will be performed directly by the provider itself or contracted, specific credit cards or telephone calling cards to which calls can be billed, and a sample bill format. The bidder shall also explain how it will respond to customer inquiries about erroneous bills and how credits will be issued or refunds made.

43. End User Billing for Intrastate Calls

Intrastate toll calls placed through the relay system and billed by or on behalf of the provider shall be billed to the voice or TDD caller at 50% of the provider's rate for non-relay calls. An additional 10% discount (60% total discount) shall apply to calls to or from the dual-sensory impaired; the provider shall develop a system for identifying such users and applying the discount to their calls. Timing for timed intrastate call billing shall begin when the relay

operator advises a party to proceed with the call and shall not include any initial time by the operator to explain how relay service works.

The bidder shall explain how its discount toll plan subscribers would be billed for relayed calls billed by or on behalf of the provider. For example, if a bidder offers a discount for over 5 hours of usage per month, the bidder should explain how a subscriber to that service would be billed for any relay calls made during the month.

The provider shall not charge the end user more for non-message toll relay calling than would be charged for the same call if billed by the end user's local exchange or competitive local exchange company. The provider can accomplish this by obtaining necessary billing information about the end user's local company in order to ensure that it does not bill in excess of those rates (e.g., extended area service calls, extended calling service calls, etc.).

In the alternative, the provider can collect necessary billing information and turn that billing information over to the end user's local company so that the end user's local company can bill for relay calls under the local company's rates. If this alternative approach is taken, the provider shall submit the billing information to the local company in an industry standard format and the provider shall incur whatever costs are required to correctly format the billing information so that the local company can bill the calls.

Of the two approaches described above, the bidder should indicate how it will initially bill calls and the provider shall advise the contract manager whenever it changes billing methodologies.

44. Relaying Interstate and International Calls

The provider shall be required to relay interstate and international calls that originate or terminate in Florida. The provider shall not include in its bill for Florida relay service any charges or time associated with interstate or international calls.

If relayed interstate or international calls are to be billed by the provider to the end user at a rate higher than the rate for a non-relay call, the provider shall quote the rate to the party to be billed before beginning the call. The bidder should indicate how its rate for interstate and international calls will compare to the rate for non-relay calls and whether any discounts or additional charges will apply to interstate and international relay calls.

45. End User Selection of Carrier

The provider shall allow a caller to select an available interexchange company other than the provider for completion of toll calls and billing purposes. The provider must meet current and subsequent requirements of the Network Interconnection Interoperability forum for handling end user requests for a carrier other than the provider. The bidder should include a copy of the current standard along with its proposal and the provider shall provide to the FPSC any subsequent updates in the standard as soon as they are adopted.

46. Recipient of Toll Revenues

The relay provider or its underlying telecommunications provider shall be allowed to retain the toll revenues for all long distance calls billed by or on behalf of the relay provider or its underlying telecommunications provider.

47. Long Distance Call Billing

Operator handled calls shall be carefully supervised and disconnects made promptly. A check of the timing clock shall be made at least once each twenty-four (24) hours to ensure that the clocks are synchronized and that the time is correct. Clock deviations shall not be in excess of 12 seconds. Bidders shall specify the record system for identifying and documenting long distance and toll calls for billing purposes. The record shall contain, at a minimum, the following information:

a. Telephone number or credit card number to be billed (NPA-prefix-line number)

b. Originating and terminating telephone number (NPA-prefix-line number)

c. Originating and terminating exchange name

d. Date

e. Start time

f. Call duration to the full second (the time in between start time and end time)

Long distance calls billed to subscribers shall be listed chronologically and reflect the connect time of such calls based on the appropriate time zone. Bidders shall also fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, and how the billing record detail will be transmitted to the billing agent (if any).

48. Special Needs

The provider is not required to provide Special Needs services. However, consideration will be given for additional evaluation points for proposals that include Special Need services (beyond any other services for basic relay described elsewhere in their RFP) as a part of the basic relay service.

Special Needs is defined as limiting factors of a physical or literacy nature that preclude a person who is hearing, speech or dual-sensory (both hearing and visually impaired) disabled from using basic relay service. Special Needs includes: (1) physical limitations, either temporary or permanent, which preclude use of a TDD with or without adaptations for persons with manual dexterity limitations (e.g., paralysis, severe arthritis, broken fingers) and (2) markedly limited ability either to read or write English or Spanish which precludes the user from being able to use the relay service. (It should be understood that relay service does not include translation from

one language to another for the Special Needs population or for any other consumers.) Special Needs does not include (1) unavailability of telephone service at the caller's home or business, (2) inability to communicate in either English or Spanish (i.e., where caller can only communicate in a language other than English or Spanish), or (3) handling complex calls (e.g., intervening in a call with a doctor to explain a medical procedure.)

The bidder shall describe what steps will be taken to provide telecommunications assistance to persons with hearing, speech and dual-sensory impairments who have special needs. This description shall include the types of services that would be provided, the prices to end users (if any) for those services, how those services would operationally be provided, how parties other than the provider would be involved in providing Special Needs services and how the provider would assure that those parties would fulfill their portion of the service obligation.

49. Unsolicited Features in Basic Relay Service

The provider will not be required to provide unsolicited features in its basic relay service. However, consideration will be given for additional evaluation points for proposals that include unsolicited features. The cost to the state for these unsolicited features must be included within the basic relay service price proposal.

Any additional features not described elsewhere in the RFP, and which the bidder is including in its basic relay service and price proposal, which a bidder would like to propose should be fully described indicating how the feature would work, how it would improve the system, which users would benefit from the feature and any other information which would allow the FPSC and PRC to evaluate the feature. Examples might include features such as: (a) video interpreting; use of speech synthesis equipment instead of a CA to convert text to speech; use of voice recognition equipment instead of a CA to convert speech to text; (b) enhanced transmission speed, etc.

50. FPSC Optional Services Not Included in Basic Relay Service But Available to Provide at Additional Cost

The services listed in paragraphs 51 through 55 are optional services and will not receive evaluation points for the purposes of determining which bidder will be selected to provide relay service. However, once a provider is selected, the FPSC will determine which of the services, if any, it may wish to add to the basic relay service and negotiate the conditions under which these optional services may be offered. If a bidder offers a service in this section and the FPSC chooses to purchase the service, the provider must provide the service.

For each item, the bidder should include the price per billable minute (or other basis) which it would charge for the purchase of the optional service over and above the price for basic relay service. The price per billable minute (or other basis) should be listed separately in the price proposal. The proposal should also indicate how each feature would work, how it would improve the system, which users would benefit from the feature, any direct charges that would be billed to the user, and any other information that would allow the FPSC to evaluate the feature.

51. Custom Calling Type Services

The provider will not be required to provide custom calling type services such as Call Trace unless required for certification by the FCC. Call Trace is a feature which would allow the caller to dial the relay center and have the CA provide the number of the last call made to the caller via relay.

The proposed charge to the Administrator for custom calling service should be separately stated in the price proposal.

The bidder shall explain how a user could receive custom calling functionalities in conjunction with a relayed call. The bidder shall also indicate what additional cost would apply to the relay user, if any. If no separate charge to the relay user is stated, it will be assumed there is no separate charge.

52. Video Relay Service

The provider is not required to provide video relay service unless required for certification by the FCC. The proposed charge for this service should be separately stated in the price proposal.

The bidder should explain how it will provide and bill relay service users for video relay service. If this service is provided, before completing the call, the CA shall advise the caller of any charge for the call.

53. IP-Relay

The provider is not required to provide IP-Relay service unless required for certification by the FCC. The proposed charge for this service should be separately stated in the price proposal.

54. Account Manager

The bidder should explain the responsibilities and functions that a full time account manager would provide to the relay service. No additional evaluation points will be awarded based on a proposal to provide an account manager. The proposed charge for the account manager should be separately state in the price proposal.

55. Other Optional Features Not Included in Basic Relay

Any additional features not described elsewhere in the RFP which a bidder would like to propose should be fully described.

56. Performance Bond

The provider will be required to furnish an acceptable performance bond, certified or cashiers check, or bank money order equal to the estimated total first year price of the contract.

The bond shall be in effect for the entire duration of the contract and provided to the FPSC upon execution of the contract.

To be acceptable to the FPSC as surety for performance bonds, a Surety Company shall comply with the following provisions:

a. The Surety Company shall be admitted to do business in the state of Florida.

b. The Surety Company shall have been in business and have a record of successful continuous operations for at least five (5) years.

c. The Surety Company shall have minimum Best's Policy Holder Rating of A and Required Financial Rating of VIII from Best's Key Rating Guide.

d. A Florida Licensed Resident agent who holds a current Power of Attorney from the Surety Company issuing the bond shall sign all bonds.

57. Submission of Monthly Invoice

By the 14th calendar day of the month (or the subsequent business day if the 14th falls on a Saturday, Sunday, or holiday), the provider shall submit a detailed invoice (showing billable minutes and rates) to the Administrator [defined in Section 427.703(1)] at the contracted price for the previous month's activity. The accounting period used to prepare monthly invoices shall be the calendar month. Payment shall not exceed the prices contained in the contract. The invoice and supporting documentation shall be prepared in such a way as to allow the Administrator or the FPSC to audit the invoice. A copy of the monthly invoice shall be submitted to the contract manager at the same time it is submitted to the Administrator.

58. Travel

The provider will not be entitled to a separate payment from the FPSC or the Administrator for any travel expenses which occurs as a result of this contract.

59. Reporting Requirements

The provider shall provide to the contract manager and the Administrator the following written reports by the 25th calendar day of each month reporting data for the previous month. (More frequent or more detailed reports shall also be provided upon request.)

a. Total daily and monthly

1) Number of incoming calls (separately stating whether incoming calls originate as Baudot, ASCII or voice calls, and also separately stating whether each type of call is English, Spanish, or other foreign language calls.) The number of incoming calls which are general assistance calls shall be footnoted on the report.

2) Number of incoming call minutes associated with each of the categories of incoming calls in a.1 above.

3) Number of outgoing calls (provide two breakdowns of this total: one separately stating completed calls and incomplete calls, and one separately stating whether calls terminate as Baudot, ASCII or voice calls).

4) Number and percentage of incoming Florida calls received at each relay center handling Florida calls. Total should equal the number of incoming calls in item a.1 above.

b. Average daily and monthly blockage rate.

c. Daily answer times for the month and daily number and percent of incoming calls answered within 10 seconds for the month.

d. Total daily and monthly number of outgoing calls (including both completed and incomplete) of the following lengths:

1) 0 – 10 minutes

2) >10 – 20 minutes

3) >20 – 30 minutes

4) > 30 – 40 minutes

5) > 40 – 50 minutes

6) > 50 – 60 minutes

7) > 60+ minutes

e. On a daily basis for the month, number of outgoing calls and average length of calls by hour of day. (Total should equal total of a.3.)

f. Number of outgoing local, intraLATA toll, intrastate interLATA, interstate and international calls for the month. (Total should equal total of a.3.)

g. Number of outgoing calls and average length of completed outgoing calls originated by TDD users and voice users (identified separately). (Total number of calls should equal total of a.3.)

h. The provider shall provide monthly summary reports to the FPSC and the Administrator regarding the number of complaints received categorized by topic areas. The provider shall also provide a complaint summary to the FPSC in the format necessary to submit to the FCC in compliance with §64.604(c)(ii), Code of Federal Regulations by June 15 covering the previous 12 months of complaints ending May 31 of that year.

i. The provider shall report monthly to the FPSC and the Administrator the results of any user evaluations conducted.

j. The provider shall report monthly on new subcontractors being used to assist in providing relay service and shall identify the scope of their role in the process and the relationship of the subcontractor to the provider.

k. By March 1, the provider shall provide to the Administrator and the contract manager forecasted relay usage figures and costs to the Commission for the upcoming fiscal year (July 1 – June 30).

l. The provider shall report monthly on CapTel or its equivalent service listing the daily answer time, minutes of use for international, interstate, and intrastate; billable session minutes and service levels.

m. The provider shall submit the necessary documentation to the FPSC that complies with the state certification requirements of 47 C.F.R § 64.605 when required.

The provider shall include information on its capability and willingness to provide ad hoc reports including new information in the bidder's database or new formats for existing information.

60. Liquidated Damages for Failure to Initiate Services on Time or to Provide Contracted Services for the Life of the Contract

Implementation of the Florida Relay Service in a timely matter is essential. Failure by the provider to implement the service by June 1, 2005 shall be considered a significant and material breach of the provider's commitment. For every day the service is delayed, the provider shall pay to the Administrator, for deposit in its operating fund, the sum of $25,000 per day.

Liquidated damages shall accrue in amounts up to the following amounts per day of violation.

a. For failure to meet answer time requirements - $25,000.

b. For failure to meet, blockage rate or transmission level requirement - $5,000

c. For failure to meet complaint resolution requirement - $1,000

d. For failure to provide timely reports - $500

e. For failure to provide contracted services for the life of the contract, the FPSC reserves the right to require the payment by the provider of liquidated damages in the amount commensurate with the duration and extent of the system deficiencies.

Any liquidated damages may be paid by means of the Administrator deducting the amount of the liquidated damage from a monthly payment to the provider. Such action shall only occur upon order of the FPSC.

61. Transfer to New Provider

When relay service is transferred to a new provider, the provider shall make every effort to ensure that service is transferred to the new provider so that relay users do not experience an interruption in service. The relay service and consumer service 800 or other telephone numbers shall be made available to the new provider, with the new provider paying any costs associated with transferring the numbers to the new provider. Provision of customer profile data to the incoming provider shall be provided at least 60 days prior to the outgoing provider's last day of service.

62. Insurance Coverage

The provider shall provide insurance coverage for itself and all of its employees used in connection with performance of services under this Agreement and ensure that all subcontractors shall be similarly covered. Such policies shall be issued by a financially sound carrier and/or carriers. Such insurance coverage shall hold the FPSC harmless from all claims of bodily injury, including death, and property damage, including loss of use, by provider, its employees, agents or subcontractors and their employees. This insurance will include Worker's Compensation as required by law and comprehensive general liability and bodily injury insurance in amounts that are commercially reasonable under the given circumstances.

C. TECHNICAL BID PROPOSAL FORMAT

1. Format

a. The bidder's proposal should be organized in the same order as the items listed in the checklist form in Section E. The bidder should provide information concerning each item in the checklist; however, for items rated as pass/fail, the bidder may simply note that it has reviewed the item and agrees to comply with the item. For items for which points may be awarded, the bidder should explain how it will provide the service described in the RFP.

b. Twenty (20) two-sided copies of the complete proposal should be filed.

c. The technical proposal should be contained in a three-ring binder indicating the name of the bidder and indicating that the contents of the binder is the technical bid proposal only. (The price proposal shall be submitted in a separate sealed envelope – see Section D.)

d. Each page of the entire proposal should be numbered at the bottom center of each page and each page should be consecutively numbered with no repetition of page numbers in the entire proposal. For example, there should only be one page 1, one page 50 and one page 500 in the entire proposal. Page numbering should only be done in Arabic numerals with no pages numbered with other characters such as 5.7, iii, 6-a, XIX, or similar numbering systems.

e. In the top or bottom margin of each page, the name of the company should be identified.

f. To the extent possible, all pages of the proposal should be on 8½ x 11" white paper. However, individual presentations which the bidder is unable to place on an 8½x 11" page in a readable format may be presented on a larger page.

2. Transmittal Letter

The transmittal letter on one of the twenty copies of the complete proposal should contain the original manual signature of the person submitting the proposal on behalf of the bidder. All twenty copies should also contain the typewritten signer's name and title. The transmittal letter shall clearly identify the complete legal name of the bidder.

Each person signing a proposal certifies that he/she is the person in the bidder's organization authorized to make the proposal. The signer shall provide his/her affiliation with the bidder, address, telephone and facsimile numbers. If different from the person signing the proposal, the transmittal letter shall identify the person or persons (name, title, mailing address, e-mail address, telephone and facsimile number) authorized to make decisions or answer questions related to the proposal and any subsequent contract.

In the transmittal letter the bidder should state that it will comply with all requirements of the RFP or identify the sections of the RFP with which it cannot comply and expand on that explanation in the body of its proposal.

3. Public Entity Crimes Provision

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who is on the convicted vendor list following a conviction for a public crime may not submit a bid on a contract to provide any goods or services to a public entity The person or affiliate may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity. and may not transact business with any public entity in excess of the threshold amount provided for in Florida Statute 287.017 for Category Two ($11,000) for a period of 36 months from the date of being placed on the convicted vendor list.

4. Financial Information

To allow the FPSC to evaluate the financial responsibility of the bidding company, the following items shall be submitted with the proposal for the bidding company (and its parent company, if applicable):

a. Audited financial statements (or a SEC 10K Report) for the most recent two (2) years, including at a minimum:

1) statement of income and related earnings,

2) cash flow statement,

3) balance sheet, and,

4) opinion concerning financial statements from an outside CPA;

b. Primary Banking source letter of reference.

5. Experience and Customer References

For each state in which the bidder has or is providing relay service, the bidder shall indicate:

a. When the bidder began operating the system.

b. The number of outgoing calls for the most recent month.

c. The total duration of the contract.

If the bidder's relay service in other states is available for testing by means of a number that can be dialed from within Florida, the bidder should provide the telephone numbers that can be used to dial the bidder's relay service.

The bidder shall provide the names of three customer references, including specific contact name and phone number, to whom the bidder has provided the bid service or a similar service. If no customer references are available, or applicable, explain and provide three alternative references explaining the relationship of the reference to the bidder.

6. Subcontractors

If the bidder proposes to use subcontractors, the bidder shall identify those subcontractors and indicate the scope of their role in the provision of relay service. The bidder should also indicate what experience the subcontractor has in providing the service for which it would contract with the provider.

If the bidder intends to use a subcontractor to provide any part of the relay service, the bidder must also provide three customer references for the subcontractor and the information required in paragraph 5.

7. Bid Security Deposit

A $500,000 bid security deposit shall be furnished to the FPSC with the original of the proposal. The bid security deposit shall be in the form of a bond, a certified or cashier's check, or bank money order that is valid through at least February 28, 2005 and is payable to the Florida Telecommunications Relay, Inc. The bid security deposit will be held without cashing.

If a bond is used, the bond shall be issued from a reliable surety company acceptable to the FPSC, licensed to do business in the state of Florida and shall be signed by a Florida licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated Power of Attorney evidencing that the person executing the bond on behalf of the surety had the authority to do so on the date of the bond.

The unsuccessful bidders' security deposits shall be returned, without interest, within thirty (30) days after disqualification, withdrawal, or signing of the contract with the successful bidder. The successful bidder's bid security shall be returned, without interest, upon signing of the contract and furnishing the Performance Bond as specified herein. If the successful bidder fails to sign a contract within thirty (30) days after the Letter of Intent or fails to deliver the Performance Bond as specified herein, the bid security shall be forfeited to the Florida Telecommunications Access System Fund.

8. Check List of Proposal Content

As a part of the bidder's proposal, the transmittal letter should be followed by the evaluation checklist in Section E. In the blank beside each item on the checklist, the company contact person who is responsible for the proposal and any subsequent contract and who signs the transmittal letter should initial (not check) each item in the check list which is contained within the proposal. The person initialing the checklist should ensure that each item in the checklist is also contained in its proposal and in the same order as the item appears in the checklist. The bidder should also indicate beside each item in the checklist the page number in its proposal where the item in the checklist can be found.

D. THE PRICE PROPOSAL FORMAT

Bidders shall submit their bids on the basis of a charge per billable minute for all services described with the exception of CapTel in item B.22 (or its equivalent) and those optional services described in items B.51-55. The prices per billable minute (or other basis) for items in B.22 and B.51-55 shall be separately stated. A format similar to that shown below should be used for the price proposal.

NOTE: THE PRICE PROPOSAL SHALL BE FILED IN A SEPARATE SEALED ENVELOPE MARKED: "SEALED – TO BE OPENED ONLY BY THE FPSC PROPOSAL OPENING OFFICER"

SERVICE PRICE PER BILLABLE MINUTE

1. Basic Relay Service

Bid price should be on a flat rate basis per billable minute for all billable minutes and not vary depending upon the volume of traffic.

2. Captel or Equivalent Service

Bid price should be on a rate per billable minute for all billable minutes and may vary depending upon the volume of traffic.

3. Optional Features

a. Custom Calling Services
$.xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.51)

b. Video Relay Service
$.xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.52)

c. IP-Relay
$.xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.53)

d. Account Manager
$ xx PER MONTH (or other basis)
(See RFP item B.54)

e. Other Optional Features Not Included in Basic Relay
(see RFP item B.55)

E. THE EVALUATION METHOD TO BE USED AND FILING CHECK LIST

Technical proposals will be evaluated using a pass or fail criteria for some elements and using a point rating criteria for other elements. The PRC Chairperson reserves, at his discretion, the right to notify and allow a bidder a minimum time period to cure minor irregularities in both items rated on a pass/fail or a point basis. Failure to cure such minor irregularities may result in elimination of the proposal from further evaluation.

For items that are rated on a point basis, each member of the PRC will rate each item giving it a rating of between zero and the maximum point rating shown on the check list on the following pages.

The technical ratings will be based on the PRC member's evaluation of the evaluated item using the following scale.

Where maximum points equals	Poor	Fair	Good	Excellent
10	0-2.5	2.6-5.0	5.1-7.5	7.6-10
25	0-6.3	6.4-12.5	12.6-18.8	18.9-25
50	0-12.5	12.6-25	25.1-37.5	37.6-50
75	0-18.8	18.9-37.5	37.6-56.3	56.4-75
100	0-25	26-50	51-75	76-100
200	0-50	51-100	101-150	151-200

Total points from each PRC evaluator on the technical proposal will be added together for a total technical score. The technical score totals for each bidder will be compared by using the point total for the bidder with the highest point total as the denominator of a fraction with each bidder's individual point total as the numerator. Each bidder's percentage will then be multiplied by 60% to arrive at the weighted score for each bidder's technical proposal.

Next, a weighted score for each bidder's price proposal shall be calculated as follows. Each bidder's price will be compared by using the lowest bidder's bid price for basic relay service as the numerator of a fraction with each bidder's price as the

denominator. Each bidder's percentage will then be multiplied by 40% to arrive at the weighted percentage score for each bidder's price proposal.

Each bidder's weighted percentage score for its technical proposal and for its price proposal will be added together and the bidder with the highest total will be recommended by the PRC to the FPSC. However, the FPSC reserves the right to reject the PRC's recommendation.

Evaluation Example

The following is an example of how the PRC would evaluate the bidders. The numbers used are strictly for illustrative purposes and not intended to provide any guidance in terms of what the FPSC anticipates the price, price relationships, or usage levels to be.

Assumptions:

a) Sum of total technical points by all evaluators:
Bidder A – 7,500
Bidder B – 7,000
Bidder C – 5,500

b) Bidders' price proposals for basic relay service:
Bidder A - $.55 per billable minute
Bidder B - $.60 per billable minute
Bidder C - $.50 per billable minute

The technical evaluation is as follows:

Bidder A (7,500 points) – 7,500/7,500 = 1.000 x 60% = .6000
Bidder B (7,000 points) – 7,000/7,500 = .9333 x 60% = .5600
Bidder C (5,500 points) – 5,500/7,500 = .7333 x 60% = .4400

The price evaluation is as follows:

Bidder A ($.55 per billable minute) - $.50/$.55 = .9091 x 35% = .3182
Bidder B ($.60 per billable minute) - $.50/$.60 -= .833 x 35% = .2917
Bidder C ($.50 per billable minute) - $.50/$.50 = 1.000 x 35% = .3500

The price evaluation for CapTel service is as follows:

Bidder A – ($1.00 per billable minute)- $1.00/$1.50=.6667 x 5%= .0333
Bidder B – ($1.20 per billable minute)- $1.20/$1.50=.8000 x 5% =. 0400
Bidder C -($1.50 per billable minute) - $1.50/$1.50 = 1 x 5% =.0500

The total is calculated as follows:

Bidder A - .6000 (technical + .3515 (price) = .9515*
Bidder B - .5600 (technical) + .3317 (price) = .8917
Bidder C - .4400 (technical) + .4000 (price) = .8400

* Recommended by the PRC to the FPSC.

FILING CHECK LIST

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. of Bidder's Proposal	Pass/Fail Or Maximum Points
1.	_____	Format (RFP ref. Section C-1 and D)	N/A	N/A
2.	_____	Transmittal Letter, Address, contact Person, Tel. and Fax No., Legal Name of Bidder, **and Statement of Compliance with or lack of Compliance with RFP requirements** (RFP ref. C-2)	_____	P/F
3.	_____	Check List (RFP ref. C-8 and E)	_____	P/F
4.	_____	Certification by FPSC and FCC (RFP ref. A-5)	_____	P/F
5.	_____	Conflict of Interest (RFP ref. A-28)	_____	P/F
6.	_____	Commencement Date (RFP ref. B-2)	_____	P/F
7.	_____	Term of Contract and Location of Relay Center (RFP ref. B-3)	_____	P/F
8.	_____	Scope of Service (RFP ref. B-4)	_____	P/F
9.	_____	Access Numbers (RFP ref. B-5)	_____	P/F
10.	_____	Availability of System to Users (RFP ref. B-6)	_____	P/F
11.	_____	Minimum CA Qualifications and Testing (RFP ref. B-7)	_____	100
12.	_____	CA Training (RFP ref. B-8	_____	100
13.	_____	Staff Training (RFP ref. B-9)	_____	100

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. of Bidder's Proposal	Pass/Fail Or Maximum Points
14.	_____	Counseling (RFP ref. B-10)	_____	25
15.	_____	Procedures for Relaying Communications (RFP ref. B-11)	_____	100
16.	_____	Languages Served (RFP ref. B-12)	_____	P/F
17.	_____	Additional Languages Served (RFP ref. B-13)	_____	25
18.	_____	Shift Advisor/ Consultant (RFP ref. B-14)	_____	P/F
19.	_____	Confidentiality of Calls (RFP ref. B-15)	_____	P/F
20.	_____	Types of Calls to be Provided (RFP ref. B-16)	_____	P/F
21.	_____	Call Release Functionality (RFP ref. B-17)	_____	50
22.	_____	Speed Dialing (RFP ref. B-18)	_____	50
23.	_____	Three-Way Calling Functionality (RFP ref. B-19)	_____	50
24.	_____	Voice Mail and Interactive Menus (RFP ref. B-20)	_____	50
25.	_____	Voice and Hearing Carry-Over (RFP ref. B-21)	_____	100
26.	_____	CapTel or Equivalent Voice Carry-Over (RFP ref. B-22)	_____	100
27.	_____	Turbocode™ (RFP ref. B-23)	_____	100
28.	_____	Speech to Speech (RFP ref. B-24)	_____	100
29.	_____	Access to Pay Per Call Services (RFP ref. B-25)	_____	100
30.	_____	Caller ID (RFP ref. B-26)	_____	100
31.	_____	Last Number Redial (RFP ref. B-27)	_____	25

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. of Bidder's Proposal	Pass/Fail Or Maximum Points
32.	_____	Obscenity Directed at the Operator (RFP ref. B-28)	_____	P/F
33.	_____	Emergency Calls (RFP ref. B-29)	_____	100
34.	_____	Blockage (RFP ref. B-30)	_____	200
35.	_____	Answer Time (RFP ref. B-31)	_____	200
36.	_____	Equipment Compatibility (RFP ref. B-32)	_____	P/F
37.	_____	Transmission Levels (RFP ref. B-33)	_____	P/F
38.	_____	Measuring Equipment Accuracy (RFP ref. B-34)	_____	P/F
39.	_____	Emergency Operations and Uninterruptible Power (RFP ref. B-35)	_____	100
40.	_____	Intercept Messages (RFP ref. B-36)	_____	P/F
41.	_____	Service Expansion (RFP ref. B-37)	_____	50
42.	_____	New Technology (RFP ref. B-38)	_____	50
43.	_____	Consumer Input and Participation in Advisory Committee and FPSC Proceedings (RFP ref. B-39)	_____	100
44.	_____	Complaint Resolution (RFP ref. B-40)	_____	200
45.	_____	Charges for Incoming Calls (RFP ref. B-41)	_____	P/F
46.	_____	Billing Arrangements (RFP ref. B-42)	_____	50
47.	_____	End User Billing for Intrastate Calls (RFP ref. B-43)	_____	50
48.	_____	Relaying Interstate and International Calls (RFP ref. B-44)	_____	50

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. of Bidder's Proposal	Pass/Fail Or Maximum Points
49.	_____	End User Selection of Carrier (RFP ref. B-45)	_____	50
50.	_____	Recipient of toll revenues (RFP ref. B-46)	_____	P/F
51.	_____	Long Distance Call Billing (RFP ref. B-47)	_____	50
52.	_____	Special Needs (RFP ref. B-48)	_____	25
53.	_____	Unsolicited Features in Basic Relay Service (RFP ref. B-49)	_____	200
54.	_____	FPSC Optional Services Not Included in Basic Relay Service but Available to Provide at Additional Cost (RFP ref. B-50)	_____	Optional 0 Points
55.	_____	Customer Calling Services (RFP ref. B-51)	_____	Optional 0 Points
56.	_____	Video Relay (RFP ref. B-52)	_____	Optional 0 Points
57.	_____	IP-Relay (RFP ref. B-53)	_____	Optional 0 Points
58.	_____	Account Manager (RFP ref. B-54)	_____	Optional 0 Points
59.	_____	Other Optional Features Not Included in Basic Relay (RFP ref. B-55)	_____	Optional 0 Points
60.	_____	Performance Bond (RFP ref. B-56)	_____	P/F
61.	_____	Submission of Monthly Invoice (RFP ref. B-57)	_____	P/F
62.	_____	Travel (RFP ref. B-58)	_____	P/F
63.	_____	Reporting Requirements (RFP ref. B-59)	_____	P/F
64.	_____	Liquidated Damages (RFP ref. B-60)	_____	P/F

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. of Bidder's Proposal	Pass/Fail Or Maximum Points
65.	_____	Transfer to New Provider (RFP ref. B-61)	_____	P/F
66.	_____	Insurance Coverage (RFP ref. B-62)	_____	P/F
67.	_____	Public Entity Crimes (RFP ref. C-3)	_____	P/F
68.	_____	Financial Information (RFP ref. C-4)	_____	P/F
69.	_____	Experience and Customer References (RFP ref. C-5)	_____	200
70.	_____	Subcontractors (RFP ref. C-6)	_____	P/F
71.	_____	Bid Security Deposit (RFP ref. C-7)	_____	P/F
72.	_____	PRICE PROPOSAL (RFP ref. Section D) Must be filed in a separate sealed envelope marked: "Sealed – To Be Opened Only By the FPSC Proposal Opening Officer."	_____	See RFP Sec. D & E.
73.		MAXIMUM TOTAL POINTS	_____	2950

BILLABLE MINUTES (June, 2003 – August, 2004)

MONTHLY INVOICE TRS Minutes	TOTAL SESSION MINUTES	TOTAL SESSION MINUTES CapTel Service
June 2003	858,438	
July 2003	877,507	
August 2003	880,144	
September 2003	847,985	
October 2003	874,103	
November 2003	815,359	
December 2003	864,035	
January 2004	841,703	
February 2004	816,011	
March 2004	873,806	12,180
April 2004	808,500	12,145
May 2004	785,894	22,534
June 2004	802,374	33,624
July 2004	801,003	39,474