

**REQUEST FOR PROPOSALS
TO PROVIDE
TELECOMMUNICATIONS RELAY SERVICE
IN ARKANSAS**

Issued by:

**Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation
1220 West Sixth Street
Little Rock, Arkansas 72201
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July 1, 2008

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I. INTRODUCTION

The Arkansas General Assembly passed ACT 1080 of 1997 (*Ark. Code Ann. § 25-29-101, et. seq.*, as amended) which established the Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation (ADHITS). The corporation is empowered under the law to, among other things, provide, by contract, telecommunications relay services for persons who are deaf, hearing impaired, deaf/blind or severely speech impaired.

The current contract for Telecommunication Relay Services (TRS) in the State of Arkansas will expire December 31, 2008. ADHITS offers this Request for Proposal for competitive bid for any and all interested parties, to become effective January 1, 2009.

II. GENERAL INFORMATION

A. ISSUING OFFICE

This Request for Proposals (RFP) is issued by the Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation (ADHITS).

ADHITS is the sole point of contact concerning this RFP. All communication and inquiries concerning this RFP should be addressed to:

Kenneth Musteen, President
Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation
1220 West Sixth Street
Little Rock, AR 72201

Questions regarding the requirements or technical criteria set forth in this RFP should be addressed in writing to Mr. Musteen no later than July 25, 2008. A written response will be sent to all inquiries by August 9, 2008.

B. PURPOSE

This RFP is issued in order to contract for a full service, confidential, statewide, twenty-four (24) hours-per-day, seven-days-per-week telecommunications relay service that is economically feasible and which satisfies or exceeds the minimum specifications contained herein. The service shall be called the Arkansas Telecommunications Relay Service (ATRS). The intended contract term is three years with two options to renew for an additional one year, each.

The performance specifications on the following pages should be considered as basic minimum requirements with no intent to constrain bidder creativity. The goal is a cost-beneficial relay system which will provide equal access to public telephone service to deaf, hard-of-hearing, and speech disabled subscribers in Arkansas.

C. SCOPE

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

D. SCHEDULE OF ACTIVITIES

Request for Proposal Issued	July 1, 2008
Proposals Due from Bidders	August 16, 2008
Presentations by Selected Finalists (if requested)	September 10, 2008
Contract Let/Notification to Bidders	By October 1, 2008
New Contract begins	January 1, 2009

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the bidder only up to the established due time and date, at which time they will be considered final.

F. BINDING OFFER

A proposal submitted in response to the RFP shall constitute a binding offer, until approval by the full ADHITS Board of a finalized contract. Acknowledgment of this condition shall be indicated by the signature of the bidder or an officer of the bidder legally authorized to execute contractual obligations in the Transmittal Letter (see § VI.B).

G. BID PRICES

Pricing must be firm. No estimates or contingencies are allowed. All bid prices submitted in response to this RFP must be the bidder's "best and final" offer.

H. BIDDING COSTS

The ADHITS Board is not liable for any costs incurred by bidders prior to issuance of a legally executed contract. Further, no proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

I. RFP RESPONSE MATERIAL OWNERSHIP

All material, except proprietary information, submitted regarding this RFP becomes the property of the ADHITS Board. Any person may review all submitted responses after the contract has been signed. The ADHITS Board reserves the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in §

III.C., Proprietary Information, and including the right to destroy any information at the discretion of the ADHITS Board. Disqualification of a bidder does not eliminate this right.

J. REJECTION OF PROPOSALS

The ADHITS Board reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal if deemed in the best interest of the Arkansas Telecommunications Relay Service.

K. NEWS RELEASES

News releases pertaining to this RFP, contract award, or ATRS operations shall NOT be made without prior written approval from the ADHITS Board.

L. AWARD OF CONTRACT

Selection of the winning bidder will be made based on the sole opinion of the ADHITS Board that the proposal submitted will be the most advantageous. Final contract award is subject to the full ADHITS Board approval, which shall not be obligated to accept the lowest bid.

M. AWARD WITHOUT DISCUSSION

The ADHITS Board reserves the right to make a selection without further discussion of proposals received. Therefore, it is important that each proposal be submitted in the most complete and accurate manner possible.

N. CONTRACT DOCUMENT

After full ADHITS Board approval, the Board will require the successful bidder to sign a contract with the Board, which will include the following elements:

1. The Terms and Conditions;
2. The bidder's Proposal in response to the RFP, with amendments, if any;
and
3. The RFP.

All of the above items together, including any modifications or clarifications, will constitute a complete contract.

O. CONTRACT CANCELLATION

The ADHITS Board reserves the right to cancel any contract resulting from this RFP, for cause, or at ADHIT's option, as will be defined in the Terms and Conditions of the final contract.

P. CONTRACT DURATION

This RFP requests a proposal for services to be offered under a three-year contract with two options to renew for one additional year, each. The terms of the option will be detailed further in the contract, and will include at least the following:

1. ADHITS must give notice of election to exercise the option not more than ten months and not less than six months prior to the expiration of the initial term or first renewal of the contract.
2. Eligibility to exercise the option will be conditioned upon two ADHITS Board findings: (a) that there has been adequate performance, including full compliance with the terms of the contract, prior to the contractor's giving of notice that it wishes to exercise the option; and (b) that no material amendments, to which the contractor declines to agree, are necessary for provision of top quality services.

Q. CONTRACT MODIFICATION

It is possible that FCC decisions, administrative, judicial or legislative decisions, or changes in technology or market conditions may make it necessary or desirable to modify the Contract. Procedures for modification will be defined in the Contract document.

R. LIMITED LIABILITY

The ADHITS Board assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective service providers and their assigns or successors, by their participation in the RFP process, shall indemnify, save and hold the ADHITS Board and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, 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 this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a service provider to the ADHITS Board and any action brought by an unsuccessful prospective service provider.

S. VENUE

The laws of the State of Arkansas, U.S.A., shall govern in connection with this RFP and the formation, performance and the legal enforcement of any resulting contract.

III. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL SUBMISSION

To be considered, proposals must be received by ADHITS Board on or before 4:30 p.m., August 16, 2008. No proposals will be accepted after this time. Bidders mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposal by the specified time. Seven (7) copies of the proposal are to be submitted. Proposals will not be accepted by fax or electronic transmission. The proposal package shall be delivered or sent by certified mail to:

Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation
ATTN Kenneth Musteen, President
1220 West Sixth Street
Little Rock, AR 72201

B. LATE PROPOSALS

Late proposals will not be accepted. It is the responsibility of the bidder to insure that the proposal is received by the ADHITS Board on or before the proposal due date and time.

C. PROPRIETARY/CONFIDENTIAL INFORMATION

Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the bidder under separate cover, with the bidder's proposal.

Proprietary/confidential information must be printed on colored paper different from the non-confidential material in the proposal and easily separated from the rest of the proposal. Proprietary information, if any, will be handled by the ADHITS Board in accordance with its standard protective agreement, which becomes Attachment B of this RFP.

D. BIDDING COMPANY

If a bidder is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal. If a bidding company is independently owned, the name, main office address, and tax identification number of the bidding company shall be provided in the proposal.

E. DISABILITY REPRESENTATION

Bidder shall indicate experience with staff and customers who are disabled, and how such experience will affect the proposed service. A review of company performance of services to people with disabilities is requested. Explain the bidder's commitment to

recruiting and hiring people with disabilities and the extent to which people with disabilities are represented in the organization's management and board of directors.

F. SUBCONTRACTORS

Planned use of subcontractors shall be clearly explained in the proposal, including terms of any subcontract. Bidders must include a copy of any proposed subcontracts with the proposal, if available. All subcontracts must comply with the bidder certification requirements in § ILM. The prime contractor shall be responsible for all contract performance whether or not subcontractors are used. The only contact with the ADHITS Board will be the prime contractor.

G. CONTRACT MANAGEMENT

Bidder shall state how the contract will be managed to assure FCC compliance and the satisfaction of the ADHITS Board. Responsible individuals should be identified by name, title, and description of function.

H. NON-COLLUSION

The bidder affirms that: the proposed bid price has been arrived at independently without collusion, consultation or communication as to any other bidder or with any competitor; the said bid price was not disclosed by the bidder and was not knowingly discussed prior to submission, directly or indirectly, with any other bidder or with any competitor; and, no attempt was made by the bidder to induce any other person, partnership or corporation to submit or withhold a proposal for restricting competition.

I. FINANCIAL HISTORY

To allow the ADHITS Board to evaluate the financial responsibility of the bidding company, the Bidder shall provide such information as it deems relevant to reflect its financial viability.

J. EXPERIENCE & CUSTOMER REFERENCES

The bidder shall address its experience in providing relay service, including a description of past and present customers. In addition, bidder shall list all current Relay Centers operated, the contracts served at each, and the monthly call volume at each.

K. ORAL PRESENTATION/SITE VISITS

Bidders may be asked to make oral presentations or to make their facilities available for a site inspection by the ADHITS Board. Any clarifications to a bid response resulting from these sessions will be in writing and will be incorporated in the bid response.

L. CONTRACTOR'S PERFORMANCE BOND

The Contractor will be required to furnish a performance bond equal to the total projected annual price of the first year of the contract.

M. BIDDER CERTIFICATIONS

1. Each person signing a proposal certifies that he or she is the person in the bidder's organization responsible for, or authorized to make, decisions as to the prices quoted and that he or she has not participated, and will not participate, in any action contrary to the Non-collusion requirements in § III.H.

2. Non-discrimination

a. During the duration of any contract awarded as a result of bids submitted under this ADHITS Board, the contractor and its subcontractors shall comply with the requirements of Arkansas' Fair Employment Practices. Arkansas' Fair Employment Practices Act now prohibits, in the absence of a bona fide occupational qualification, specified employment-related decisions and actions based upon an individual's race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, age (18 years and over), HIV status, physical or mental condition.

b. During the duration of any contract awarded as a result of bids submitted under this RFP, the contractor and its subcontractors shall also comply, in the provision of the services contracted for, with Arkansas' statutes. Such public accommodations now prohibit withholding or denying any accommodations, advantages, facilities or privileges of the place of public accommodation from a person based upon race, creed, color, national origin, marital status, sex, sexual orientation, real or perceived handicap unless otherwise permitted by law.

c. During the duration of any contract awarded as a result of bids submitted under this RFP, the contractor and its subcontractors shall also comply, in its employment practices and in the provision of services under the contract, with all applicable Federal anti-discrimination laws, including among others Title VII of the Civil Rights Act of 1964 and the American with Disabilities Act of 1990.

d. The contractor shall include the above nondiscrimination provisions and requirements in all subcontracts to perform work under the contract.

3. Personnel

The contractor shall not knowingly engage on a full time, part time, or other basis, except on a volunteer basis, during the period of this contract, any

individual involved in preparation of this RFP, or the selection and/or award of this contract.

N. COMMENCEMENT DATE

Service must commence on January 1, 2009.

O. LOCATION OF CALL CENTER(S)

Bidder must state the location of the call center or centers that will provide service under the contract. For each center to provide service under the contract, bidder must list other states served and interstate services provided, and provide an overview of the centers and network emergency solutions in place.

P. PAYMENT

After the close of each month, the contractor will submit an invoice to the ADHITS Board for the previous month. The ADHITS Board will act expeditiously in paying the invoice.

IV. OPERATIONAL REQUIREMENTS

A. OVERVIEW

This section of the RFP lists and describes the specific operational functions that fall within the scope of telecommunications relay service. The operational functions listed here are the elements which will be evaluated as the bidder's Technical Proposal. The Technical Proposal should be presented in the same order and numbered the same as Section IV of the RFP.

B. COMPLIANCE WITH FCC REGULATIONS

The bidder must clearly state its commitment to be in full compliance with FCC regulations and describe how it will assure that any changes to FCC regulations will be implemented expeditiously at the bidder's expense.

C. SCOPE OF SERVICE

The relay service shall be designed to provide the means whereby a deaf, hard-of-hearing and/or speech disabled person, utilizing a TTY can communicate over the existing telecommunications network with a non-TTY user (and vice-versa) through the assistance of a relay service Communications Assistant (CA).

The ADHITS Board is interested in providing the most cost-effective and efficient, and highest quality, relay service possible. Each proposal shall include a comprehensive

description of the methods used to satisfy the RFP requirements. All responses shall address in detail how the following will be accomplished.

1. Equipment

Furnish all necessary telecommunications equipment and software. The transmission circuits shall meet or exceed FCC inter-exchange performance standards for circuit loss and noise. It is necessary for telecommunications equipment including station terminal to be capable of receiving and transmitting in both Baudot and ASCII codes at any speed generally in use. It is also required that relay systems be capable of automatically identifying incoming TTY signals as either Baudot or ASCII. All equipment shall be compatible with industry-wide standards for TTYs.

2. System Design

The bidder shall explain the type of equipment and staffing level requirements necessary to meet the service standards, and handle the types of calls and projected call volumes.

3. Network Access

The Service will make available to consumers, intrastate, interstate, and international calling with only the cost of intrastate calls to be paid under the contract, billed as "Conversation Minutes," as opposed to Session Minutes..

4. Service Reliability

The proposed relay service must be designed to meet the following reliability specifications:

a. Uninterruptible Power.

Required from a backup system for a minimum of 8 hours. The uninterruptible power system (UPS) must support the switch system and its peripherals, switch room environmentals (air conditioning, fire suppression system, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and Call Detail Record (CDR) recording.

b. Switching System.

Bidders must outline plans to ensure that no calls are dropped due to processor failure. Bidders must explain the built-in redundancies needed to maintain required levels of service in the event of preventative

maintenance, power outage, or other causes that would shut down the processor.

c. Intercept Messages.

Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch or on outbound circuits. Both voice and TTY messages shall be provided.

d. Disaster Recovery Plan.

The bidder shall create and provide a complete plan for dealing with all types of natural and man-made problems. A primary requirement is to notify the ADHITS Board immediately, if a major problem occurs. In addition, the plan should detail the steps which will be taken to deal with problems and restore relay service.

5. Service Expansion

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 work stations, personnel staffing and equipment capacity. The plan shall also indicate the time lag required to meet any increased call volume. The above plans shall be able to maintain all standards listed in the RFP. Furthermore, the service delivery procedures shall permit the most cost-effective use of available resources.

6. New Technology

The user communities, the relay center, and the DPS should be allowed to benefit from advancing technology. Bidder will describe the methodology and process it will use to keep abreast of technological changes in the provision of relay service and to install new technologies as they become available.

7. Providing Qualified staff

Each proposal shall include a plan to insure the active recruitment and hiring of people with disabilities including individuals who are deaf, hard-of-hearing, speech disabled, and deaf-blind. Emphasis shall also be given to recruiting and hiring individuals with American sign Language (ASL) and relay service experience and with experience working within the deaf, hard-of-hearing, and/or speech disabled communities.

8. Disability Awareness

All relay center staff, including management, shall receive training in ASL "gloss" and grammar, deaf culture, speech disability issues, and ethics and confidentiality. Each proposal must include an outline of a staff training plan for disability awareness, indicating training topics and time frames as well as individuals or organizations representing the deaf community used to assist with the training.

9. Voice and Hearing Carryover

Contractor must provide both voice and hearing carryover capability. Voice carryover allows a hearing impaired person with understandable speech to speak directly to a hearing person and receive the message typed back on the TTY. Speech carryover allows a speech-impaired person with hearing capability to directly hear what the other party is saying and type back his/her message, which will be spoken by the CA. Contractor must provide a designated toll-free number for voice carryover calls.

10. Intrastate Toll Calls

Intrastate toll calls (those requiring a 1 to dial; does not include measured service) placed through the relay service shall be billed to the caller at one half the prevailing rate that would apply if the calls had been placed without the use of the relay. That is, rates for intrastate service shall be discounted 50 percent for all users of the relay system. Bidder must provide a complete description of billing procedures for the intrastate toll discount including a statement of what entity will carry the call, what entity will bill the call, and what entity will receive the toll revenue for the virtual call.

11. Interstate and International Calls

Access to FCC certified, Federally funded, interstate and international relay service will be provided by ATRS.

12. Access to Inter-exchange Carriers & Operator Services

ATRS users shall have access to their chosen inter-exchange carrier(s) and to all other operator services to the same extent as is provided in non-relay calling. Bidder must describe how Carrier of choice will be handled.

13. Billing Arrangements

Bidder must provide for charges for collect calls, person-to-person calls, calls to or from hotel rooms, calls using account codes, and calls charged to a third party. Bidder must also provide for billing to any inter-exchange company calling card. Bidder must include a complete description of how users will be billed for all calls and how the intrastate toll discount will be reflected on the bill. This description must include the bidder's procedures for obtaining billing information from the local exchange companies and any other company billing for intrastate calls, whether the billing will be performed in-house or contracted, specific credit cards that calls can be billed to, and a sample bill format, if available.

14. Charges for Services

Calls using the relay service shall be at no cost to the person making the call, except for applicable intrastate or interstate tolls.

15. Use of ANI

The bidder will explain how Automatic Number Identification (ANI) technology will be utilized, so that no caller is required to give his/her originating number, except in instances where ANI information is not available from the local exchange carrier (LEC).

16. Mobile Radio, Paging, Cellular and Personal Communications Services Calls

The bidder will explain its capability for handling calls originating and terminating via mobile radio, paging, cellular and PCS, including capability for appropriate billing for each type of call.

17. Customer Preference Database

The bidder will describe how it will maintain a database, available on-line and accessible to CAs, consisting of information supplied at the request of the relay user to assist in processing their relay calls faster and more efficiently, e.g., carrier of choice, frequently dialed numbers, voice mail access codes, etc. If not currently available, bidder should describe the steps that will be taken to enable the service to be provided to relay users and the anticipated time frame for accomplishing these steps. If not currently available, bidder should indicate the additional cost of the service described over the contract price.

18. **Enhanced Transmission Speed**

It is desirable that the successful bidder has the ability to utilize enhanced protocol software to take advantage of faster typing speeds and interrupt capability. If not currently available, bidder should describe the steps that will be taken to make such features available, the anticipated time frame and price for accomplishing these steps. If not currently available, bidder should indicate the additional cost of the service described over the contract price.

19. **Bilingual Services**

Excluding Spanish, which is already required by the FCC, the bidder shall describe how it could provide full relay (not translation) services to users who have other languages as their primary language, not English or ASL. The bidder should indicate the additional cost of the service described over the contract bid price (do not include this service in the billable minute price in § V.C.a.)

D. SYSTEM STANDARDS

The underlying standard of the relay system shall 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. To achieve that standard, the relay system must have the following characteristics.

1. **Hours of Service**

ATRS shall provide a consistent level of service 24 hours per day, seven days per week.

2. **Usage**

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

3. **Blockage Rate**

Average daily blockage rate for all calls into the relay center shall be no greater than one in every 100 calls. This shall be measured by sampling the number of calls being blocked at a minimum of every 30 minutes for each 24-hour period.

4. **Answer Time and Promptness of Service**

At least 85 percent of the calls will be answered by a Communications Assistant (CA) within ten seconds. No more than 30 seconds shall elapse between receipt of dialing information and the dialing of the requested number. Calls answered but placed on hold or in queue shall not qualify as an answered call.

5. Operator Assistance

TTY users requiring operator assistance will be served by the CA answering the call. The CA will call Directory Assistance when requested by the caller.

6. Complaint Resolution and Customer Service

The Center shall provide 24-hour access to customer service personnel. These personnel should be accessible by either TTY or voice callers by direct contact, not via the relay operation. Provider shall fully describe procedures for handling complaints, inquiries, and comments regarding ATRS services and personnel. Center staff shall voluntarily offer the ADHITS Board's direct consumer complaints number when consumers indicate that they are not satisfied with Center staff response to their complaints. The procedure and number shall be described in appropriate printed outreach material.

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 on line.

All complaints received, either at the Center or by the Outreach Manager, shall be documented, including their resolution, and a written report provided to the ADHITS Board monthly.

7. Conflict of Interest

To avoid the appearance of a conflict of interest, bidders shall demonstrate in their bids that they will operate this as an independent relay service. Bidders shall not use any information obtained from relay calls for any other services they may provide to users of the relay system and shall not make any such information available to any third party.

8. Community Outreach

- a. The ATRS provider shall implement an in-state community and business outreach program to educate all potential users about the telephone relay service throughout the state. The outreach program must include a designated outreach manager. Proposals may be submitted per V.C. (Price Proposal) for a full time employee, or a suggested alternative of Bidder. (ADHITS' contracts in the past have always provided for a full-time deaf or hard of hearing employee of the vendor who was a resident of Arkansas.)
- b. Each bid shall demonstrate how the bidder proposes to maintain continuing outreach and education programs, including a full description of the components of the program to be included, and a proposed budget. The program must target, including, but not limited to, deaf, hard-of-hearing, older persons newly losing their hearing, speech impaired individuals as well as family and friends. Businesses and professionals, trade shows, civic organizations, public schools and university classes are also among those who could connect more effectively with

deaf and hard-of-hearing customers/clients through use of knowledge of telephone relay services.

- c. Outreach programs shall include, but not be limited to, media advertisements, demonstration of equipment and distribution of informational materials describing how to use the relay service. Written material should be understandable and appropriate to its target audience. Written materials must be developed according to Arkansas needs, rather than as an add-on to generic materials. Within 90 days of implementation of service, the vendor must have a website, which will provide the pertinent details for use and options for access to ATRS. Information such as access telephone numbers, VCO, HCO, 2LVCO, Caller profile, Credit Card calling, customer Service, should be explained in this site. The ADHITS Board will exercise the right of providing input for updates and upgrades of the Website.
- d. The bidder must provide samples of outreach materials, particularly brochures, and videos of a nature and quality comparable to what would be provided under the contract. Basic informational material should be available in alternative formats, upon request. Cost of production and dissemination will be the responsibility of the bidder.
- e. The bidder shall include the annual amount budgeted in its proposal for outreach activities.

Provider shall work with the local exchange companies to see that all telephone directories carry appropriate information about ATRS.

9. Consumer Input

Although ADHITS will maintain a Consumer Advisory Panel, bidders shall describe their plans to include ATRS users in the ongoing evaluation of the service.

10. Use of the term "TTY"

The term "TTY" will be used consistently in the ATRS, rather than the term "TDD," when referring to a text telephone. The term "text telephone" may also be used in descriptive material.

E. COMMUNICATION ASSISTANT STANDARDS

- 1. The Selected Service Provider is responsible for requiring that: (1) all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing or speech disabilities; and (2) all CAs have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must have skills sufficient to satisfy appropriate and reasonable industry

standards. Without limiting the generality of the foregoing, CAs must possess clear and articulate voice communications and must be able to type a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. The Selected Service Provider must test CAs' oral-to-type speed, and is responsible for requiring that VRS CAs are qualified interpreters. A "qualified interpreter" is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

2. Confidentiality and Conversation Content.

Except as authorized by section 705 of the Communications Act, 47 U.S.C. § 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he/she wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls. 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 conversations verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. Appropriate measures must be taken by the Selected Service Provider to ensure that confidentiality of VRS users is maintained. Notwithstanding the foregoing, the Selected Service Provider and its CAs must comply with any and all applicable laws, rules and regulations.

3. Types of Calls

Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services. The Selected Service Provider shall be capable of handling any type of call normally provided by telecommunications carriers and the burden of proving the infeasibility of handling any type of call will be placed on it. The Selected Service Provider is permitted to decline to complete a call because credit authorization is denied.

4. Handling of Emergency Calls

The Selected Service Provider must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an

appropriate 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.

5. In-Call Replacement of CAs

CAs answering and placing a TTY based TRS or VRS call must stay with the call for a minimum of 10 minutes. CAs answering and placing an STS call must stay with the call for a minimum of 15 minutes.

6. CA Gender Preferences

The Selected Service Provider must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.

F. SERVICE PROVIDER REPORTING REQUIREMENTS

1. Traffic Reports

The provider shall report to the ADHITS Board by the 21st calendar day of the following month the following statistics for the previous month. (More frequent or more detailed reports shall also be available upon request.)

- a. Call volumes:
 - i. number of incoming calls
 - ii. number of completed calls
- b. Average blockage rate.
- c. Average answer time; range of answer times for the month.
- d. Average length of call.
- e. Number of intrastate, interstate, and international calls.
- f. Number of calls originated by TTY users, voice users, and users who signify "s."
- g. The bidder will submit the reporting format that will be used to provide all of the above information.
- h. The bidder must include information on its capability to provide ad hoc reports when requested.

- I. On an annual basis, the vendor must provide forecasted usage figures and costs to the ADHITS Board for the upcoming year.

2. Other Reporting Requirements

- a. The provider shall report quarterly to the ADHITS Board the results of the user evaluations conducted in accordance with § IV.D.10.
- b. The provider shall provide monthly summary reports to the ADHITS Board regarding numbers, topics, and resolution of complaints received. Copies of all individual complaint records for the month will be sent with the statistics (see § IV.D.6).
- c. Bidder shall also provide to ATRS the information necessary to complete all required reporting to the FCC, *e.g.*, Consumer Complaint Logo, etc.

- G. **CONTRACT START-UP**

The bidder shall describe a plan for implementing TRS by January 1, 2009. The plan should describe how the transition from the existing TRS carrier to a new contractor, if necessary, will be accomplished. The plan shall allow time as necessary to notify and educate relay users about any changes which the transition may entail, and shall describe the procedure for notifying and educating users as needed. The plan shall also include a timeline of critical dates for major steps in the implementation process from contract award to start date. There will be no separate payment to the contractor for costs associated with start-up.

- H. **TRANSITION TO A NEW PROVIDER**

At such time as the relay service may be transferred to a new provider, bidder shall make every effort to ensure that the transfer takes place in a manner which prevents relay users from experiencing 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 the transfer.

- I. **UNSOLICITED FEATURES**

Any additional features not described elsewhere in the RFP which the 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 evaluation of the feature. Video Relay Interpreting is one such feature. The bidder will provide a supplemental price quote for the costs of Video Relay Interpreting. Bidder will also provide a quote/plan for handling of customers with caller ID enhancements that will allow identification of the initiating caller's number.

V. PRICE PROPOSAL

A. PRICING

Prices in response to this RFP and ultimate reimbursement to the contractor will be based on a price per completed call minute, or "billable minute." A billable minute shall be a "conversation minute" as defined in V.C. below.

Bidders will complete the attached Price Quotation sheet, indicating a price per billable minute for the listed call volume ranges for each of the five possible contract years.

B. START-UP EXPENSES

The ADHITS Board will not pay any lump sum for start-up expenses or expenses incurred in the preparation of the bid proposal.

C. PRICE QUOTATION

All bidders are expected to fill out a Price Quotation Per Billable Minute sheet completely. All prices contained in the sheets shall be binding on the bidders and are not negotiable. Any pricing proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected. No deviations, qualifications, or counter offers will be accepted. The ADHITS Board reserves the right to reject all bids.

Billable Minutes (Conversation Minutes Basis) is defined for purposes of this RFP (and resulting contract) as the time period the relay originates is connected to the called party's number until the moment the two parties disconnect. This includes an 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 receive no answer.

Bidders, in addition to providing the basic per minute TRS bid, shall state the bid for any other services offered, whether mandated by FCC, or not, such as Captel rates, separately. Finally, the bid for the outreach program may be included in the general rate or billed separately, and if a vendor chooses, may include a bid for a full time outreach manager as well as an alternative "suggested" approach and explanation by vendor of how it would differ.

D. TRAFFIC INFORMATION

Attachment C provides the historical traffic information necessary for the bidder to provide the appropriate pricing.

VI. BIDDER RESPONSE REQUIREMENTS

A. FORMAT

In response to this RFP, each bidder is required to submit a proposal organized into seven clearly identified sections in the following order:

- A. Transmittal letter
- B. Checklist & certifications (form provided)
- C. Index
- D. Technical proposal
- E. Price proposal (form provided)
- F. Attachments
- G. Protective agreement (optional)

Seven (7) copies of the completed proposal should be submitted. One should be clearly labeled "Master" and contain all original signatures. Proposals should be submitted in three ring binders.

Each page of the proposal should be numbered consecutively with the transmittal letter as Page One.

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

Proprietary material should be printed on colored paper different from the non-proprietary material.

B. TRANSMITTAL LETTER

The transmittal letter should state that the response to the RFP represents a binding offer and that the bidder intends to comply with all requirements of the RFP. Such positive statements notwithstanding, if in the body of the proposal, the bidder indicates either lack of response or technical non-compliance with the RFP, the bid may be rejected. The transmittal letter should be signed by the bidder or an officer of the bidder legally authorized to execute contractual obligations (see also § II.F).

C. CHECKLIST AND CERTIFICATIONS

The transmittal letter should be followed in the proposal by the checklist and certifications. Each item in the checklist must be initialed by the person who signed the

transmittal letter, indicating that the item has been included in the proposal and accurately represents company information or commitments. Each certification must also be initialed. A bid contact person should be designated on this form.

Certification of four specific forms of non-collusion is required:

1. In certification 1, the bidder warrants that no person or selling agency has been employed or retained to solicit or secure the proposed contract based upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
2. In certification 2, the bidder warrants that except for proposed subcontracts or a joint proposal, the prices proposed have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor for this procurement.
3. In certification 3, the bidder warrants that unless otherwise required by law, the prices submitted have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or to any competitor, nor will they be disclosed prior to the award of the contract.
4. In certification 4, the bidder warrants that no attempt has been or will be made by the bidder to induce any other person or firm to submit or withhold a proposal for the purpose of restricting competition.

D. INDEX

The index shall identify the page number on which each element of the proposal is contained. Items in the checklist must be indexed as a block in the same order as they appeared in the checklist. Any other items to be indexed should appear in the index either before or after the checklist block.

E. TECHNICAL PROPOSAL

The technical proposal shall present a full and complete description of how the bidder will carry out the requirements set forth in § IV, covered in sufficient detail for complete understanding and evaluation.

F. PRICE PROPOSAL

The provided "Price Quotation" forms are self-explanatory (see § V). The bid prices are fixed for the term of the contract. Estimates will not be accepted. Payments will be based upon contracted services actually performed in accordance with the prices bid in the price proposal.

G. ATTACHMENTS

The documents which must be included with the proposal as attachments are identified in the checklist.

ATTACHMENT A

ARKANSAS TELECOMMUNICATIONS RELAY SERVICE PROPOSAL

CERTIFICATION

All bidders are required to provide a response to every item on this form. Failure to do so may result in rejection of the proposal as nonconforming. Each response requires the initials (not a check mark) of the corporate principal (authorized to commit the company to the work proposed) signing this transmittal form and other proposed documents requiring signature.

A. REQUIRED CERTIFICATIONS:

1. I certify that no "finder's fee" has been paid to an individual or agency.
2. I certify that bid prices were arrived at without consultation with other bidders.
3. I certify that bid prices have not been knowingly disclosed.
4. I certify that no attempt has been made to suppress competition for this RFP.

CERTIFICATION

Signature

Name

Title

Date

ATTACHMENT B**PROPOSAL CHECKLIST**

All bidders are required to respond to the checklist to assure that all items of the RFP are addressed. Each item requires the initials of the corporate principal of the bidder designated to commit the company to the contractual agreement.

Initial on the lines below

- | | | |
|----|---------------------------|-------|
| 1. | Proposal Narrative | _____ |
| 2. | Technical Proposal | _____ |
| 3. | Price Proposal | _____ |
| 4. | Required Bond/Security | _____ |
| 5. | Attachments | _____ |
| | Financial History | _____ |
| | Customer References | _____ |
| | Disability/Minority, etc. | _____ |
| | Certificate of insurance | _____ |
| | Network Design | _____ |
| | Disaster Recovery Plan | _____ |
| | Recruitment/hiring | _____ |
| | Organization chart | _____ |
| | Disability awareness | _____ |
| | Complaint Resolution | _____ |
| | Community Outreach | _____ |
| | CA Proficiency Exam | _____ |
| | CA Training Plan | _____ |
| | CA counseling | _____ |
| | Confidentiality Policy | _____ |
| | Consumer Input | _____ |
| | Policy and Procedures | _____ |
| | Facility and Personnel | _____ |

ATTACHMENT C
CALL VOLUME AND MINUTES

2007 Arkansas Relay Report on Call Volume and Minutes

Year of 2007	January	February	March	April	May	June	July	August	September	October	November	December
Incoming Calls	17,549	15,160	18,298	17,040	17,284	16,528	16,975	17,685	15,399	16,213	14,748	15,131
TTY Originated (including TTY Baudot, Turbocode, & ASCII)	8,960	7,787	8,910	8,537	9,006	8,104	8,387	9,070	7,888	8,553	7,675	8,003
Voice Originated	7,170	6,005	7,944	7,128	6,753	6,814	6,796	6,716	5,762	5,228	4,879	5,038
VCO Originated	1,403	1,368	1,444	1,374	1,525	1,608	1,784	1,895	1,747	2,412	2,146	2,050
Speech Disabled Originated (Including HCO & STS)	3	2	3	4	4	3	3	9	1	22	58	31
Local Calls	9,788	9,328	10,109	9,869	10,659	8,751	8,804	10,579	9,074	9,916	8,907	8,938
Completed Intrastate Calls	537	592	699	535	570	634	481	534	474	502	458	387
Local Minutes	42,216	39,265	43,364	41,632	45,832	36,148	37,410	44,453	37,857	41,715	39,349	38,164
Completed Intrastate Minutes	3,576	3,582	5,408	2,918	3,602	3,593	2,758	2,938	2,835	2,914	2,473	2,181
Total Call Minutes	70,080	67,277	75,500	67,281	73,354	65,469	66,616	73,682	63,250	69,893	67,049	64,359
ATRS Billed Call Minutes (Including STS)	58,785	55,999	62,304	56,916	61,841	52,729	54,926	61,166	52,685	57,608	54,637	53,002

ATTACHMENT D
TERMS AND CONDITIONS

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which, _____, a _____ corporation (hereinafter called the "Contractor"), will provide a state-wide, dual-party relay service (known as the Arkansas Telecommunications Relay Service, hereinafter called "ATRS") through which hearing-impaired and speech-impaired persons are provided with access to the telecommunications network in Arkansas functionally equivalent to that provided to other telecommunications customers.

2. TERM OF AGREEMENT

This Agreement is effective upon signing by the Contractor and Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation ("ADHITS"). The term of this Agreement shall be from January 1, 2009, through December 31, 2011, unless earlier terminated by ADHITS in accordance with the termination provisions contained in Paragraphs 21 and 22 herein. ADHITS shall have the option to extend this Agreement for up to two years as further set forth in ADHITS' Request for Proposals ("RFP").

3. PROJECT MANAGERS

The Project Manager for the Contractor shall be

[name, address, telephone].

The Project Manager for ADHITS shall be

Kenneth Musteen
ADHITS
1220 West Sixth Street
Little Rock, AR 72201
(501) 375-0086

ADHITS may change its Project Manager at any time upon written notice to Contractor. The Contractor's Project Manager shall not be changed without the written approval of ADHITS' Project Manager.

All correspondence and transmittals of formal notifications concerning this Agreement shall be addressed to the two Project Managers. The Project Managers shall handle all communications in a timely and cooperative manner. All formal notices shall be deemed

to be delivered five days after mailing by registered or certified mail, return receipt requested. A change in address shall be noticed in the same manner.

4. SCOPE OF WORK

The Contractor shall establish and implement the ATRS in accordance with ADHITS' RFP (attached hereto as Exhibit A) as modified by the Contractor's proposal, including written responses to ADHITS questions (attached hereto as Exhibit B and hereinafter referred to as "Contractor's Proposal"), each of which is made a part hereof for all purposes.

Beginning January 1, 2009, and lasting for the term of this Agreement, the Contractor shall be the exclusive provider of ATRS within the State of Arkansas.

The Contractor shall retain management control of the relay service center(s).

To accomplish the objectives, ADHITS and the Contractor will coordinate and consult on an ongoing basis concerning such matters as, but not limited to, CA proficiencies and training, quality of service and call handling procedures. The Contractor agrees to implement any reasonable recommendations proposed by ADHITS after such recommendations and costs have been approved by ADHITS' Board. When approved, the costs incurred by the Contractor in implementation of any such recommendations are eligible for reimbursement in accordance with the Compensation provisions of Paragraph 6.

5. SCHEDULING AND COMPLETION OF WORK

The Contractor shall initiate the ATRS on a statewide basis effective January 1, 2009. State-wide implementation of the ATRS shall be achieved when the Contractor's relay service center(s) (is) (are,) able to receive and process calls in the manner set forth in the RFP from all parts of the State of Arkansas.

Time is of the essence in the Agreement and, accordingly, all time limits shall be strictly construed and strictly enforced. The Contractor's failure to meet a deadline imposed hereunder shall be considered a material and significant breach of this Agreement and shall entitle ADHITS to any and all liquidated damages set forth in Paragraph 24.

The Contractor shall submit to ADHITS a detailed work plan including time lines consistent with the service start-up plan included in the Contractor's proposal and the RFP which details the establishment and implementation of the state-wide ATRS and the associated time frames. The Contractor shall submit the work plan to ADHITS no later than _____.

ADHITS shall review the Contractor's work plan and authorize its implementation on a mutually agreed to service start date, no later than January 1, 2009. Approval by ADHITS of the Contractor's work plan shall in no way relieve or release the Contractor

from any other obligations to properly perform and complete the establishment and implementation of the ATRS in accordance with this Agreement.

6. COMPENSATION

The Contractor shall be reimbursed for invoices submitted based on actual monthly call volume billed at the appropriate per unit price bid as set forth in Contractor's Response to the RFP plus any ADHITS-ordered cost items categorized as "Desirable" plus any additional cost items approved by ADHITS.

ADHITS will not compensate the Contractor for any costs incurred to start up or terminate the operation of the ATRS outside of the bid per unit price referred to above.

7. INVOICES AND PAYMENTS

Original, signed invoices shall be submitted monthly in accordance with §III.P of the RFP to the Project Manager of ADHITS.

ADHITS shall assure that all invoices are processed in a timely manner.

8. RECORDS MAINTENANCE

The Contractor shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of the program/project or the delivery of services under this Agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which contract payment(s) is made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

9. RECORDS RETENTION AND AVAILABILITY

All such records, documents, communications, and other materials shall be the property of ADHITS and shall be maintained by the Contractor in a central location and custodian, in behalf of ADHITS, for a period of three (3) years from the date of final payment under this Agreement, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualifications: If an audit by or on behalf of any duly authorized governmental agency of the State of Arkansas has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution to ADHITS' satisfaction of the audit findings.