Appendix L

Minnesota Statute § 237.10 and Minnesota Rule 7810.6400

Minnesota Statutes

237.10 UNIFORM RULES, CLASSIFICATIONS, PRACTICES; FORMS.

It shall be the duty of the commission to prescribe uniform rules and classifications pertaining to the conduct of intrastate telephone business and a system of accounting to be used by telephone companies in transacting this business, and it shall prescribe and furnish blanks and forms for reports, all of which shall conform as nearly as practicable to the rules, classifications, accounting systems, and reports prescribed by the Federal Communications Commission for the interstate business of like size companies.

The commission shall by correspondence or conference where necessary use its best endeavors toward establishing uniformity in practice in all matters pertaining to regulation of the business of telephone companies between the federal government and state government of this and adjacent states.

History: *(5293) 1915 c 152 s 8; 1969 c 1031 s 10; 1971 c 25 s 67; 1980 c 614 s 123*

Minnesota Rules

7810.6400 UNIFORM SYSTEM OF ACCOUNTING.

A telephone company shall maintain its records and accounts in accordance with the applicable uniform system of accounts, and shall file its annual report for the previous calendar year on or before May 1 of each year on the report forms furnished by the commission. Applicable schedules of such report forms shall be completed in full.

Class A and class B telephone companies shall maintain their accounts in accordance with the uniform systems of accounts for class A and class B telephone companies prescribed by the Federal Communications Commission. Class C telephone companies shall maintain their accounts in accordance with the uniform system of accounts for telephone companies prescribed by this commission. Class D telephone companies shall maintain such records as will enable them to complete the annual report form prescribed and furnished by the commission.

Statutory Authority: *MS s 237.10*

Posted: *August 29, 2008*

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Appendix M

Minnesota's TRS Contract

STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

TITLE: Telecommunications Relay Services - Department of Commerce

DUE DATE: November 18, 2005

TIME: 3:00 p.m. Central Time

Department of Administration

REQUEST FOR PROPOSAL
(RFP)

TITLE: Telecommunications Relay Services – Department of Commerce

DUE DATE: November 18, 2005

TIME: 3:00 P.M. CENTRAL TIME, USA

PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

CONTACT: Joan Breisler
Acquisition Management Specialist
joan.breisler@State.mn.us

PHONE: 651.201.2448
FAX: 651.297.3996

CONTRACT PERIOD: From July 1, 2006 through June 30, 2011, with the option to renew up to 60 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless s
tated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide Telecommunications Relay Services. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Joan Breisler
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: joan.breisler@State.mn.us

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

Event	Date Scheduled
Issue of RFP	October 17, 2005
Cutoff Date for Questions	November 1, 2005, at 10:00 a.m.
Response Due Date	November 18, 2005

SUBMITTING QUESTIONS

The deadline for submitting questions is November 1, 2005, at 10:00 a.m. Questions must be submitted, via e-mail only, to the Acquisition Management Specialist listed above, and cc to: caren.warner@State.mn.us. The subject line shall read: Telecommunications Relay Services Questions. All questions received by the cutoff date will be responded to via an addendum to all responders.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

Submit one original and seven (7) copies of the response in written form. Note: The cost proposal shall be submitted in a separate envelope, with one "original" and seven (7) copies. The original copy of the response must be signed by an authorized member of the firm and marked "Original." Responses are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

INTRODUCTION
This Request for Proposal does not commit the State to award any Contract or to pay any costs incurred by the vendors responding. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP and will apply to any Contracts entered into as a result thereof.

The State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Acquisition Management Specialist shown on page one. THIS IS A **REQUEST FOR PROPOSAL;** NOT A PURCHASE ORDER.

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. **PREPARATION OF RESPONSE**

   a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request. The use of **correction fluid or typewriter correction tape is considered an alteration.**

   b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business and must be fully and properly executed and signed by an officer or other authorized representative who shall State his/her title. **ONE ORIGINAL** and seven (7) copies of the response are requested. The cost portion shall be submitted separately, with one original and seven (7) copies.

      Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

   c. The **AFFIRMATIVE ACTION DATA PAGE** must be completed and returned with the response. All responders must be in compliance with Minn. Stat. § 363A.36, Subd. 1, as amended, pertaining to affirmative action certificates of compliance.

   d. The **TRADE SECRET INFORMATION FORM** should be filled out and returned with your response.

   e. The **AFFIDAVIT OF NONCOLLUSION** must be completed and returned with the response.

   f. The **SERVICE and DELIVERY** form should be completed and returned with the response.

   g. Applicable sections of the **CONTRACT SAVINGS AND USAGE REPORTS** should be completed and returned with the response.

   h. The **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.

i. When included, the **LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION** form must be completed and returned with the response.

3. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

4. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

5. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

6. **INDEMNIFICATION AND HOLD HARMLESS.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of this Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have for the State's failure to fulfill its obligations pursuant to the Contract.

7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.

8. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

9. **STATE AUDITS (Minn. Stat. § 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

10. **CONTRACT DOCUMENTS.** Contract documents, including the bond and insurance requirements in the RFP, are to be returned within 10 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.

11. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

12. **AWARD.** Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this solicitation will be based upon the total accumulated points as established in the RFP and where the State believes, at its sole discretion, that it will receive the best value. First consideration will be given to the responder with the highest total points. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. The final award decision will be made by the commissioner of Administration or designate. The Commissioner may accept or reject the recommendation of the evaluation team.

13. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

14. **INSURANCE.** The successful responder will be required to provide a copy of a Certificate of Insurance, including the **workers' compensation insurance** coverage requirements of Minn. Stat. § 176.181, Subd. 2, as per the attached **CERTIFICATE OF INSURANCE**, prior to execution of the Contract.

15. **GOVERNMENT DATA PRACTICES ACT.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13.

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data referred to in this article by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

16. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:

    a. clearly mark all trade secret materials in its response at the time of the response is submitted,

    b. include a Statement with its response justifying the trade secret designation for each item, and

    c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

    The State will not consider the prices submitted by the responder to be trade secret materials.

17. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:

    a. Reject any and all responses received;

    b. Select, for contracts or for negotiations, a response other than that with the lowest cost;

    c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;

    d. Negotiate any aspect of the proposal with any responder and negotiate with more than one responder;

    e. Request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

    f. Terminate negotiations and select the next response providing the best value for the Sate, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.

18. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

19. TAXES. State agencies are subject to paying Minnesota sales and use taxes. DO NOT add sales tax to the pricing for services being offered. To the extent applicable, taxes for services will be paid by the Department of Commerce to the Department of Revenue using Direct Pay Permit #1114. The Contract Vendor will be responsible for sales and use taxes on all taxable purchases needed to provide this service.

20. **PURCHASING CARDS.** Not applicable.

21. **PRICES.** Prices shall remain firm for the life of the Contract unless escalation is allowed in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

    a. **TRANSPORTATION.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.

    b. **PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

22. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.

23. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, installation, and during the entire time the goods and/or equipment are in possession of the State, unless and until such time as unencumbered title is vested in the State and the goods and/or equipment are in exclusive possession of the State.

24. **GOVERNING LAW.** The RFP and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.

25. **JURISDICTION AND VENUE.** This RFP and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.

26. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.

27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP, the Special Terms and Conditions shall govern.

28. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the bid opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.

29. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

30. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

31. **JOINT VENTURE AND SUBCONTRACTING.** The State does not preclude joint ventures or subcontracting among groups of vendors when responding to the RFP. However, one representative must submit a response on behalf of all the others in the group. Proof of who is legally responsible for the response (and the Contract, if awarded) among the members of the group must accompany the response.

    After the effective date of the Contract, the Contract Vendor shall not, without prior written approval of the State, subcontract for the performance of any of the Contract Vendor's obligations. The provisions of the Contract shall apply with equal force and effect to all subcontractors engaged by the Contract Vendor and approved by the State. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations contemplated by the Contract.

32. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration Communications Office.

    The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

    All publicity (visual and verbal) shall refer to the service as "Minnesota Relay", shall use the State approved Minnesota Relay logo, and shall indicate that the TAM program within the Minnesota Department of Commerce is the provider of Minnesota Relay.

    The Contract Vendor's name or logo may appear in publicity, but must be in a smaller font or a less dominant verbal tone, and must identify the Contract Vendor as the organization under Contract for the operation of Minnesota Relay.

33. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed as follows:

    Joan Breisler
    Acquisition Management Specialist
    50 Sherburne Avenue
    112 Administration Bldg.
    St. Paul, MN 55155

    Fax: 651.297.3996

34. **STATE AGENCY CONTRACT USE.** The State intends to use this RFP and resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

35. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

a. Gives the responder taking the exception a competitive advantage over other vendors, or

b. Gives the State something significantly different from that which the State requested.

36. **OWNERSHIP**

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

37. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

38. **AMENDMENT(S).** At any time the State may make changes within the general scope of the Contract by issuing a written Contract amendment duly executed by an authorized representative of the State and the Contract Vendor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the Contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contract Vendor shall be notified in writing accordingly. Any claim by the Contract Vendor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contract Vendor seeks an adjustment, it must request such adjustment in writing.

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

39. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

40. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

41. **NONVISUAL ACCESS STANDARDS.** Nonvisual access standards require:

That the effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

42. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.

43. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

44. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

45. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

46. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State may request that products, other than those recommended, are added to the Contract.

    In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State's requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State's prior approval.

47. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, Subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

    To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.State.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

    To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's Help Line at 651.296.2600.

48. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: 6. Indemnification and Hold Harmless, 9. State Audits, 15. Government Data Practices Act, 24. Governing Law, 25. Jurisdiction and Venue, 36. Intellectual Property Indemnification, and 32. Publicity.

49. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

50. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.

    a. Covered contracts and Contract Vendors. If the Contract exceeds $100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the State where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, Subd. 1 because it employed more than 40 full-time employees in another State and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance.
The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

"AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must State the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons."

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, Subd. 1and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

51. **USAGE REPORT.** As per the requirements of this RFP, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.

52. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

53. **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under this Contract shall affirmatively State when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards.
The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.

54. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, for or on account of the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.

55. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret", the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentially of the information.

56. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

    - a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
    - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
    - the Contract Vendor has an unfair competitive advantage.

    The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the State's rights.

57. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270.66, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

58. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and are to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the Contract. The State is under no obligation to delay proceeding with a Contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following Statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**

☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**

☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this Statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.State.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	employerinfo@therightsplace.net				

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, Subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

☐ My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minnesota Stat. §13.591.

☐ My bid/proposal **does** contain trade secret information because it contains data that:

1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

☐ I have clearly marked any data I claim to be "trade secret information" **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

2. That the attached response has been developed by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the RFP, designed to limit fair or open competition;

3. That the contents of the response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and

4. I certify that the Statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this _____ day of _____

_____
Notary Public

My commission expires _____

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The Contract Vendor will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisition Services, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS: No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

ORDER ADDRESS:

STREET/PO BOX: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

REMIT-TO ADDRESS:

STREET/PO BOX: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT. Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: ____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award). The report on Contract usage must consist of the total dollars expended, broken down by State agencies and CPV members unless specified otherwise in the Special Terms and Conditions. Contract Vendors are required to report periodically as indicated below. **Failure to provide these reports may result in Contract cancellation.** The following reporting frequency is required, at a minimum:

- Annual
- Final report after the end of the Contract

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270.66).

Firm Name: _____

Address: _____

_____

_____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at www.mmd.admin.State.mn.us/mn02000.htm.
(Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? _____ Yes _____ No

Are you an independent contractor? _____ Yes _____ No

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractors under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

CONTRACTOR REQUIREMENTS:

Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of this Contract.

Contractor will provide the State of Minnesota with thirty (30) days advance written notice of cancellations, non-renewals or reduction in limits or coverage or other material change.

Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Include legal defense fees in addition to its liability policy limits, with the exception of paragraph 4 below.

The Insurance Companies used must have an "AM Best" rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the State of Minnesota.

NOTICE TO CONTRACTORS:

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof, shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to State's authorized agent upon written request.

NOTICE TO INSURER:

The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

POLICY REQUIREMENTS

1. Workers' Compensation Insurance:
   A. Statutory Compensation Coverage

   B. Coverage B – Employer's Liability with limits of not less than:
      $100,000 Bodily Injury by Disease per Employee
      $500,000 Bodily Injury by Disease Aggregate
      $100,000 Bodily Injury by Accident

The Contractor and its subcontractors, if any, must provide Workers' Compensation insurance for all employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

Evidence of subcontractor insurance shall be filed with the Contractor.

2. Automobile Liability Insurance:
   A. Minimum Limits of Liability:
      $1,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:
X Owned Automobile
X Non-owned Automobile
X Hired Automobile
X Owner named as an Additional Insured

The Contractor and its subcontractors, if any, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

Evidence of subcontractor insurance shall be filed with the Contractor.

3. **General Liability Insurance:**
   A. Minimum Limits of Liability:
      $1,000,000 - Per Occurrence
      $2,000,000 - Annual Aggregate
      $2,000,000 - Annual Aggregate applying to Products/Completed Operations

   B. Coverages
      X Premises and Operations Bodily Injury and Property Damage
      X Personal & Advertising Injury
      X Blanket Contractual
      X Products and Completed Operations
      X Owner named as an Additional Insured

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by Contractor or Subcontractor or by anyone directly or indirectly employed under this Contract.

4. **Professional/Technical – Not applicable.**

This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent acts, errors, or omissions related to the Contractor's professional services required under the Contract.

If the policy is a claims-made form, it shall include the following language:

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and include an extended discovery provision of five (5) years following completion of the work.

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

PURPOSE AND BACKGROUND. The purpose of this Request for Proposal is to establish a Contract for Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach for the Minnesota Department of Commerce. This service must provide hearing- and speech-disabled individuals telecommunications access that is functionally equivalent to that which standard telephone service provides to a person without a hearing or speech disability.

ESCALATION. Prices shall be firm for the initial term of the Contract. After the initial term of the Contract, escalation may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

FUNDING OUT CLAUSE. Not withstanding paragraph 8. CANCELLATION OF THE CONTRACT of the General Terms and Conditions, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or another funding source; if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, or if operations of the paying entity are being discontinued. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the cancellation. The State will not be assessed any penalty if the Contract is terminated in accordance with this section. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to cancel the Contract.

PRICING OFFERED IN RESPONSE. Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.

BID AND/OR PERFORMANCE SECURITY.

a. Bid Security Requirements.

(1). RFP response security in the amount of $50,000.00 shall accompany the response. Security furnished with the response shall be either a certified check made payable to the State of Minnesota or a corporate surety bond from a surety company authorized to do business in the State. Bid security will be returned to all responders who do not receive an award within 10 days after the award is made.

(2). If the responder fails to honor its response, the responder and its surety may be held liable to the State for damages directly or indirectly incurred as a result of such failure or liquidated damages when provided for in the RFP.

b. Performance Security Requirements.

(1). Within ten (10) working days after acceptance by the State, the successful responder shall furnish, on forms supplied by the State, a supply contract bond in the amount of $1,000,000.00. This bond will be attached to and become a part of the Contract. Any certified check submitted as bid security will be returned upon receipt of the supply contract bond.

(2). Each responder must include with its response a letter from the bonding company guaranteeing that the necessary bonding forms referred to in this RFP will be completed and returned to the State's AMS within ten (10) working days of receipt of the bonding forms. Failure to either submit the letter or comply with the ten (10) working-day requirement may result in rejection of the response.

FOREIGN OUTSOURCING OF SERVICE CONTRACTS. Responders to this solicitation are required to complete the Location Of Service Disclosure and Certification which is attached. This form must be signed and returned with your response.

Note: For procurements exceeding $477,000, member countries of the World Trade Organization's Government Procurement Agreement must be treated on the same basis as U.S. companies under the terms of the treaty.

RESPONDER	WORK LOCATION	POINTS DISTRIBUTED
WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
WTO COUNTRY COMPANY	OWN BORDERS	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	PARTIAL POINTS*
NON-WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
NON-WTO COUNTRY COMPANY	OWN BORDERS	NO POINTS
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	PARTIAL POINTS*
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	NO POINTS

If a proposal contains a mixture of domestic and non-WTO off-shored services, points will be awarded based on the percentage of work to be performed that is eligible for points.

WTO'S GOVERNMENT PROCUREMENT AGREEMENT MEMBERS:

Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong China, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands with respect to Aruba, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States.

ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN. Responders may download the **technical specifications** of the Request for Proposal in " Word" format from the following link:

http://www.mmd.admin.State.mn.us/doc/FinalRFP2005-2011.doc

In order to download the file, enter the link's file path and name in your browser. When the file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

The "Save As" feature does not work from the link - you need to type the file name within your browser and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

EVALUATION

AWARD. The award will be made to the financially responsible and technically responsive vendor whose response conforms to all conditions and requirements of the RFP, and which is most advantageous to the State, with price and other factors considered.

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

PHASES. The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalist(s)

Phase IV - Sign contract(s).

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response.

During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

Phase I - Review and Select Responsive, Compliant Responses. The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation.

Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Statutes §13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

Phase II - Evaluate Responses. Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

Responses will be rated as follows:

Administrative Provisions	70 Points
Proposal Requirements	15 Points
Technical Requirements	505 Points
Operational Requirements	810 Points
Outreach Requirements	200 Points
Cost Component	800 Points
Foreign Outsourcing	100 Points
TOTAL	2500 Points

Phase III - Select Finalist(s). Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final offer, and/or negotiations.

First consideration will be given to the responder with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration.

The final award decision will be made by the commissioner of Administration or designate. The commissioner may accept or reject the recommendation of the evaluation team.

Phase IV - Sign Contract with Awarded Vendor.

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

❑ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.

❑ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another State or States within the United States.

❑ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another State or States within the United States.

❑ The services to be performed under the anticipated Contract, as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of:

(1) the identity of the company and its location (identify if subcontractor) performing services outside the United States;

_____
_____
_____
_____

(2) the location where services under the Contract will be performed; and _____
_____
_____
_____

(3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location. _____
_____
_____

❑ Attachment enclosed at (State where): _____

CERTIFICATION

By signing this Statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date:_____ Telephone Number:_____

Admin MINNESOTA — Department of Administration

REQUEST FOR PROPOSAL
(RFP)

TITLE: Telecommunications Relay Services – Department of Commerce

DUE DATE: November 18, 2005

TIME: 3:00 P.M. CENTRAL TIME, USA

PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

CONTACT: Joan Breisler
Acquisition Management Specialist
joan.breisler@State.mn.us

PHONE: 651.201.2448
FAX: 651.297.3996

CONTRACT PERIOD: From July 1, 2006 through June 30, 2011, with the option to renew up to 60 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless s
tated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Name of Vendor: Communication Service for The Deaf, Inc. **Vendor E-Mail:** bsoukup@c-s-d.org

Address: 102 N. Krohn Place

Phone: 605-367-5760 **Fax:** 605-367-4974 **Date:** 11/18/05

Authorized Signature:

Typed name of signer: Benjamin J. Soukup **Title:** President & CEO

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: Andrew Lange

CSD®

800-642-6410 (Toll Free Voice)
866-273-3323 (Toll Free TTY)
605-367-5958 (Fax)
www.c-s-d.org

CSD Headquarters • 102 N. Krohn Place, Sioux Falls, SD 57103

Minnesota RFP Transmittal Letter

November 18, 2005

Ms. Joan Breisler
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Subject: CSD's proposal to provide Telecommunications Relay Service to State of Minnesota

Dear Ms. Breisler:

Communication Service for the Deaf, Inc. (CSD) is honored to submit the attached proposal to continue providing operation and maintenance of Minnesota Relay for the State of Minnesota over the next five years, with the possibility of extensions. We welcome the opportunity to reacquaint the State with the benefits of awarding the bid to CSD. We trust that the State will recognize that CSD continues to remain the right choice for providing the state with the highest quality service.

This letter certifies that I am authorized to commit CSD to the requirements set forth in the Minnesota Relay RFP and, subsequently, submit CSD's proposal.

CSD continually strives to provide the best TRS in the nation, implementing new services and features onto its relay platform in an effort to narrow the functional equivalency gap between relay and standard telecommunications. These efforts have not gone unrecognized. CSD's relay customers now include 31 states, the federal government, and Puerto Rico, making CSD the largest relay services provider in the United States.

The fact that CSD is so successful means two things: that CSD offers an unrivaled, feature-rich TRS platform supported by the highest level of service, and that CSD is committed to providing relay service that will continue to lead the industry in the many changes and innovations that will take place over the next five years and beyond.

This transmittal letter serves to confirm that the contents of this proposal are true and accurate. CSD agrees that, upon reaching an agreement with the State concerning any exceptions that CSD may have included the proposal, CSD will execute a binding contract.

As CSD strives to create barrier-free telecommunications access for all, we look forward to continuing our strong, dynamic relationship with the State of Minnesota to ensure that Minnesotans receive the finest telecommunication access possible.

Should you have any questions regarding trade secret information, please contact:

Jim Skjeveland
Senior Vice President of Contact Center Operations
102 N. Krohn Place
Sioux Falls, SD 57108
Tel: 605-367-5760 TTY or Voice
FAX: 605-367-5958
E-mail: jskjeveland@c-s-d.org

Sprint's primary Point of Contact to CSD for the purpose of this contract will be John Hogue. Contact information is below:

Sprint Relay Program Manager
5454 West 110th Street
Overland Park, MO 66211-1204
913-345-7786 (voice)
913-488-2133 (PCS)
913-323-4627 (fax)
Email: John.F.Hogue@Mail.Sprint.com

For more information regarding this proposal, please contact:

Andy Lange
Public Affairs Officer
CSD-Minnesota RFP POC
102 N. Krohn Place
Sioux Falls, SD 57108
Tel: 605-367-5760 TTY or Voice
FAX: 605-367-5958
E-mail: alange@c-s-d.org
Pager: andylange@vzw.blackberry.net

CSD appreciates the opportunity to continue providing high quality service to the State of Minnesota, and we look forward to enhancing our productive partnership.

Sincerely,

Dr. Benjamin J. Soukup
Chief Executive Officer

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and are to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the Contract. The State is under no obligation to delay proceeding with a Contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following Statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☒ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this Statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Communication Service for the Deaf, Inc. Date: 11/18/05

Authorized Signature: [signature] Telephone number: 605-367-5760

Printed Name: Benjamin J. Soukup Title: President & CEO

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.State.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	employerinfo@therightsplace.net				

STATE OF MINNESOTA

CERTIFICATE OF COMPLIANCE

The Communication Service For the Deaf, Inc. *is hereby certified by the Department of Human Rights, State of Minnesota, as having an affirmative action plan approved by the Commissioner. This certification shall extend for two years beginning* June 30, 2005 *and is subject to revocation or suspension by the Commissioner of Human Rights for failure to make a good faith effort to implement the affirmative action plan.*

Commissioner of Human Rights

Trade Secret Information Form

'Jnder Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation ›rocess for proposals and negotiations are complete, or upon completion of the selection process for bids. However, "trade secret information" as defined in Minn. Stat. §13.37, Subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

☒ My bid/proposal **does not** contain "trade secret information." I understand that my entire bid/proposal will become public record in accordance with Minnesota Stat. §13.591.

☐ My bid/proposal **does** contain trade secret information because it contains data that:

1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

☐ I have clearly marked any data I claim to be "trade secret information" **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

ATTACHMENT 1

RESPONDER'S REQUEST FOR DESIGNATION OF TRADE SECRET MATERIALS

Any request for trade secret treatment of information as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37 shall be clearly marked in the responder's proposal with the legal basis of the request and the facts supporting the legal basis relied on. Requests for designation of trade secret material listed elsewhere in the proposal shall be reiterated on this form.

In the event of any ambiguity between request(s) for trade secret material designation on this form and those listed in the proposal, the information listed on this form will prevail.

RFP Section Number	RFP Page Number	Justification for Trade Secret Material Designation
		CSD Sprint declares that we have no Trade Secrets and thus do not designate any material to be Trade Secrets.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

2. That the attached response has been developed by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the RFP, designed to limit fair or open competition;

3. That the contents of the response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and

4. I certify that the Statements in this affidavit are true and accurate.

   Authorized Signature: _____

   Date: 11/18/05

   Firm Name: Communication Service for the Deaf, Inc.

Subscribed and sworn to me this 18 day of Nov, 2005

Patricia Reiter
Notary Public

My commission expires 10/28/08

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The Contract Vendor will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisition Services, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS: No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME: Jim Skjeveland TITLE: Contact Center Officer

TELEPHONE NUMBER: 605-367-5760 FAX NUMBER: 605-367-5958

TOLL FREE NUMBER: 800-642-6410 E-MAIL: jskjeveland@c-s-d.org

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

ORDER ADDRESS:

STREET/PO BOX: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

REMIT-TO ADDRESS:

STREET/PO BOX: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT. Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: 32 % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award). The report on Contract usage must consist of the total dollars expended, broken down by State agencies and CPV members unless specified otherwise in the Special Terms and Conditions. Contract Vendors are required to report periodically as indicated below. **Failure to provide these reports may result in Contract cancellation.** The following reporting frequency is required, at a minimum:

- Annual
- Final report after the end of the Contract

These services are not available for purchase by the general public. The State of Minnesota price is a savings of 32% if considered the volume or quantity of traffic has declined 40%, yet the price is only increasing 8%.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270.66).

Firm Name: Communication Service for the Deaf, Inc.

Address: 102 N. Krohn Place
Sioux Falls, SD 57103

Federal Employer ID Number or Social Security: 46-0332149

Minnesota State Tax ID Number: 2648568

Minnesota Vendor Registration Number: 146053001 01
If you are not registered as a vendor to the State, you may register online at www.mmd.admin.State.mn.us/mn02000.htm.
(Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? _____ Yes X No

Are you an independent contractor? _____ Yes X No

The Contract Vendor understands that only the receipt of a fully executed purchase order authorizes the Contract Vendor to begin work. Any and all effort, expenses, or actions taken before the purchase order is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contract Vendor.

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
COMMUNICATION SERVICE FOR THE DEAF (CSD) 2055 Rice Street St. Paul, MN 55113	429515	NET 30	AS SPECIFIED

VENDOR NO.: 146053001 01 CONTACT: Dr. Benjamin J. Soukup PHONE: 651.297.6700 FAX: 651.297.6766

Check which current certifications you have and indicate below your hourly, daily and weekly rate of pay for that certification.

RID

	Hourly Rate	Daily Rate	Weekly Rate
32 CI 33 CT 9 CSC 10 IC 9 TC			
18 NAD III 9 NAD IV 8 NAD V	$ 52.50	$ 420.00	$ 2,100.00
___ CLIP 2 SC:L 1 Prov, SC:L 5 CDI-P	$ 62.50	$ 500.00	$ 2,500.00

NAD

	Hourly Rate	Daily Rate	Weekly Rate
X Level 5 X Level 4 X Level 3	$ 52.50	$ 420.00	$ 2,100.00

vel Time (if any): $ 26.25 /hour

RAVEL. In outstate areas and in the seven-county metropolitan area (Washington, Anoka, Ramsey, Hennepin, Scott, Carver and Dakota Counties), there shall be no charge for mileage or travel time when the Contract Vendor has an office located in the city or seven-county metropolitan area where the interpretation services are needed.

Additional terms: If outside the Metro area, you may be charged $.345 per mile. There shall be a 48-hour cancellation notice (2-business days) is required to avoid being charged. There is a 2-hour minimum charge for all job requests. There shall be two interpreters required for any assignment more than two hours, unless otherwise specified by referral staff. An additional fee of $10.00 will be assessed for any requests with less than 24-hour notice. Any services provided after 6:00 p.m. and before 7:00 a.m. and all emergency services shall be billed at a rate of $62.50 per hour.

Travel Expenses Yes X No ___

EXPENSES. If the Contract Vendor provides for payment of travel expenses, there shall be no charge for travel expenses when the Contract Vendor has an office located in the city or seven-county metropolitan area where the interpretation services are needed. Non-metro area travel expenses are limited to those allowed State of Minnesota employees pursuant to the Commissioner's Plan. The following current rates of pay for meals, lodging and mileage are subject to change by the Commissioner of Employee Relations.

Current State of Minnesota regulations allow a reimbursement of $.345 per mile, based on the mileage reported between the Contract Vendor's office and the hearing location in the Official Minnesota Highway Mileage Table. Extra local mileage can be claimed if justified. This information is available in the office of the State agency requesting the services. In the event a hearing requires an overnight stay, the cost of hotel or motel accommodations may be reimbursed. Charges shall be reasonable and consistent with the facilities available.

Th maximum for meal reimbursement is as follows: breakfast - $7.00; lunch - $9.00; dinner - $15.00. The Contract Vendor m leave for the hearing before 6:00 a.m. to claim breakfast and return after 7:00 p.m. to claim dinner. Meals claimed under these two requirements must be noted accordingly on the Contract Vendor's billing invoice. If the actual amount spent meal is less than the maximum, State regulations require payment for the lesser amount.

Office Locations: St. Paul, Minnesota

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270.66).

Firm Name: COMMUNICATION SERVICE FOR THE DEAF, INC.

Address: HQ - 102 N. KROHN PLACE
SIOUX FALLS, SD 57103

Federal Employer ID Number or Social Security: 46-0332149

Minnesota State Tax ID Number: 2648568

Minnesota Vendor Registration Number: 146053001 01

If you are not registered as a vendor to the State, you may register online at www.mmd.admin.State.mn.us/mn02000.htm.
(Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? _____ Yes ✓ No

Are you an independent contractor? _____ Yes ✓ No

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.

☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another State or States within the United States.

☒ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another State or States within the United States.

☐ The services to be performed under the anticipated Contract, as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of:

(1) the identity of the company and its location (identify if subcontractor) performing services outside the United States; _____

(2) the location where services under the Contract will be performed; and _____

(3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location. _____

☒ Attachment enclosed at (State where): Following Page

CERTIFICATION

By signing this Statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: Communication Service for the Deaf, Inc

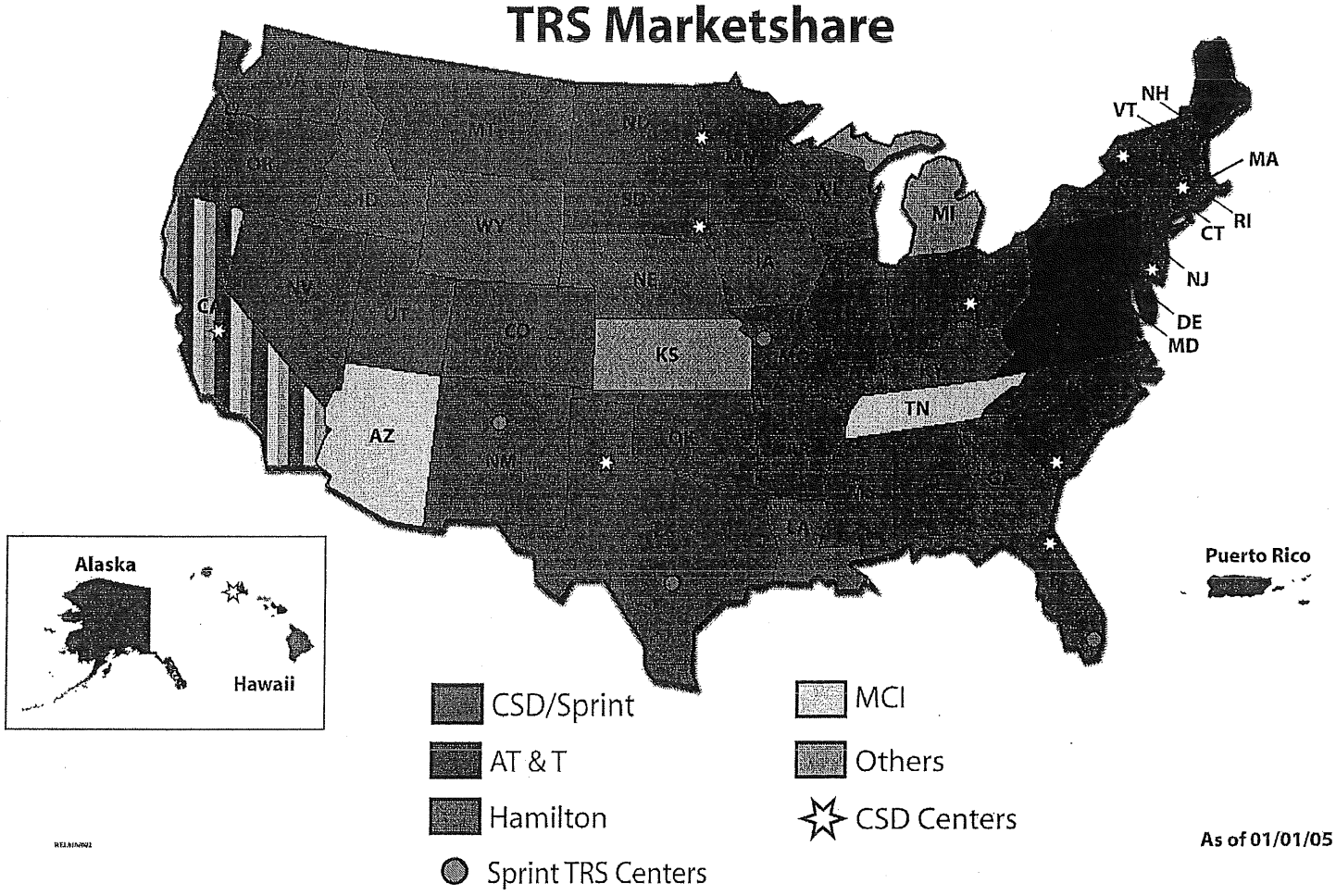
Authorized Signature: [signature]

Printed Name: Benjamin J. Soukup

Title: President + CEO

Date: 11/18/05 Telephone Number: 605-367-5760

TRS Marketshare



As of 01/01/05

State of Minnesota
Telecommunications Relay Services
Technical Requirements

TABLE OF CONTENTS

EXECUTIVE SUMMARY 6

1.0 DEFINITIONS AND ACRONYMS 13

2.0 ADMINISTRATIVE PROVISIONS 22

2.1 PURPOSE 22
2.2 MINNESOTA REGULATIONS 22
2.3 MINNESOTA RELAY'S MINUTES OF USAGE 22
2.4 SITE VISITS 23
2.5 RELEASE OF CLAIMS 23
2.6 FINANCIAL INFORMATION 24
2.7 GENERAL BACKGROUND INFORMATION 24
2.8 EXPERIENCE AND REFERENCES 25
A. Responder Information 25
B. Subcontractor Information 25
2.9 PERSONNEL 25

3.0 PROPOSAL REQUIREMENTS 26

3.1 PROPOSAL FORMAT 26
3.2 TECHNICAL PROPOSAL CONTENTS 29
A. Bid Security 29
B. Page 1 of the RFP shall be completed and signed 30
C. Transmittal Letter 30
D. Affirmative Action Certification 31
E. Trade Secret Information Form 31
F. Responder's Request for Designation of Trade Secret Material Form 31
G. Affidavit of Noncollusion 31
H. Service and Delivery Form 32
I. Contract Savings and Usage Reports 32
J. Taxpayer Identification Form 32
K. Location of Service Disclosure and Certification 32
L. Technical Proposal Cover Page 32
M. Table of Contents 32
N. Executive Summary 32
O. Technical, Operational and Outreach Requirements 33
P. Responder's Exceptions to the RFP 33
Q. Financial Information 34
R. General Background Information 34
S. Experience and References 34
T. Subcontractors Information 34
U. Personnel. Note Section 2.9 of the RFP 34
3.3 COST PROPOSAL CONTENTS 34
A. Cost Proposal Cover Page 35
B. Cost Proposal 35

4.0 SERVICE STANDARDS 36

4.1 SCOPE OF SERVICE 36
4.2 COMPLIANCE WITH RFP SPECIFICATIONS 45

5.0 TECHNICAL REQUIREMENTS 45

5.1 PRIMARY LOCATION 45
5.2 PERCENT OF TRAFFIC HANDLED IN MINNESOTA CENTER 47
5.3 ANNOUNCEMENT OF CALL TYPE AND EXPLANATION OF SERVICES 48
5.4 CALL TYPES REQUIRED 48
5.5 FACILITIES AND EQUIPMENT 62
5.6 SERVICE EXPANSION 64
5.7 NEW TECHNOLOGY 66
5.8 NETWORK ACCESS 73
5.9 TRANSMISSION CIRCUITS 74
5.10 INTRASTATE CALLING 75
5.11 INTERSTATE CALLING 75
5.12 INTERNATIONAL CALLING 76
5.13 USE OF ANI 78
5.14 TRUE CALLER ID AND ENHANCED CUSTOM CALLING SERVICES 78
5.15 WIRELESS AND PERSONAL COMMUNICATIONS SERVICES (PCS) PHONE CALLS 84
5.16 ACCESS TO REGIONALLY DIRECTED TOLL-FREE NUMBERS 86
5.17 ACCESS TO REGIONALLY RESTRICTED TOLL FREE NUMBERS 86
5.18 ACCESS TO 900 OR PAY-PER-CALL NUMBERS 86
5.19 ACCESS TO COIN SENT-PAID CALLS 90
5.20 ACCESS TO DIRECTORY ASSISTANCE SERVICES 94
5.21 ACCESS TO AUDIOTEXT, INTERACTIVE VOICE RESPONSE UNITS & ANSWERING MACHINES 94
5.22 THREE-WAY CALLING FUNCTIONALITY 96
5.23 PUBLIC ACCESS TO INFORMATION 96
5.24 CUSTOMER PREFERENCE DATABASE 97
A. Required Fields 98
B. Request Modalities 106
C. Confirmation of Customer Preference Data 109
D. Customer Preference Data Confidentiality & Security 111
5.25 BRANDING 113
5.26 HANDLING OF 7-1-1/800-627-3529 CALLS 114
5.27 CARRIER OF CHOICE 115
A. Access to Carrier of Choice 115
B. Non-Participating Carriers 116
C. Reporting Carriers Contacted 117
5.28 USER BILLING 121
A. Charges for Services 121
B. Multiple Long Distance Calls 124
C. Billing of Originating Parties 124
D. Call Billing Record 125
E. Coin Sent-Paid Calls 127
5.29 SERVICE RELIABILITY 127
A. Uninterruptible Power System 127
B. Switching System 128
C. Intercept Messages 129
D. Alternate Facilities 130
E. Disaster Recovery Plan 130
F. Notification of Disaster 131
5.30 TRAFFIC STANDARDS 132
A. Usage 133
B. Blockage Rate 133
C. Average Speed of Answer (ASA) 139
D. Calls Allowed in ASA Calculation 146
E. No Recorded Message or Answer Queue on Inbound Calls 148

6.0 OPERATIONAL REQUIREMENTS 149

6.1 PROVIDING QUALIFIED STAFF 149

6.2 COMMUNICATION ASSISTANTS 171
A. Minimum Qualifications for all Relay Communication Assistants *171*
B. Communication Assistant Training Requirements *182*
C. Obscenity Directed to the CA *217*
D. Communication Assistant Policies and Procedures Manual *218*
E. Communication Assistant Identification *218*
6.3 CALL HANDLING 219
A. Limited Typed English *219*
B. Tone of Voice *220*
C. Call Status *221*
D. Outbound Called Number *222*
E. Providing Call Handling Options *223*
F. Verbatim Relay *223*
G. Explaining Relay *223*
H. No Solicitation *224*
I. Content, Context and Intent *225*
J. No Delay *226*
K. Third Person *226*
L. Change of CAs *226*
M. Redials *228*
N. Relay All Comments *228*
O. Relay in Third Person *229*
P. Automatic Spell Check and Auto-Correction *229*
Q. Automatic Change of TTY Abbreviations Upon Request *229*
R. Macros *230*
S. Typing Errors *230*
T. Verification of Spelling *230*
U. Gender *230*
V. Volume *231*
W. Staying on the Line *231*
X. No Interjections *232*
Y. Caller Names *232*
Z. Voice Mail and Interactive Menus *232*
AA. Disconnecting an Inbound Caller *236*
BB. Split Screen for ASCII Calls *237*
CC. Call Interrupt *237*
6.4 SPEECH-TO-SPEECH (STS) 238
A. STS Called Numbers *238*
B. Additional Qualifications for STS CAs *238*
C. STS CA Training *241*
D. Procedures for Relaying STS Calls *246*
6.5 CONFIDENTIALITY 252
A. Total Confidentiality *253*
B. Workspace Accommodations for Call Privacy & Confidentiality *253*
C. Pledge of Confidentiality *254*
D. Discussion of Calls *254*
E. Emergencies *254*
F. Monitoring of Calls *255*
G. Confidentiality Policy *255*
H. Termination for Violation of Confidentiality *256*
I. Restriction of Information *256*
6.6 CA COUNSELING 256
6.7 CUSTOMER CONTACTS AND COMPLAINT RESOLUTION 257
A. Establish Procedures *257*
B. Description of the Complaint Process *258*
C. Compliance with FCC Regulations *259*

D. Access to Supervisors or Administrators While on Line *259*
E. Access to Customer Service *259*
F. Documentation of Complaints *260*
G. Yearly Complaint Summary Report *261*
H. Documentation of Commendations *262*
6.8 EMERGENCIES 263
A. Pass Caller's ANI to the PSAP *263*
B. Stay on the Line to Ensure Connectivity *264*
C. Relay Only Under Limited Circumstances *264*
D. Treat a Call as an Emergency Call When Unsure *267*
E. No Questioning or Advice *268*
F. Allowance for Limited Transparency *268*
G. Change of CAs During an Emergency Call *270*
H. Call Set-Up *270*
I. Training for Emergency Call Handling *270*
6.9 REPORTING 271
A. Implementation Progress Reports *272*
B. Complaint and Commendation Reports *273*
C. Annual Report *274*
D. TRS State Certification Application Report *274*
E. Disaster Reports *274*
F. Carrier of Choice Reports *274*
G. Evaluation Reports *275*
H. Fraud Report *276*
I. Annual Outreach Plan *276*
J. Monthly Outreach Activity Report *276*
K. Traffic Reports *277*
1. Monthly Call Volumes by Jurisdiction 277
2. Monthly Call Volumes by Inbound Dialed Number 278
3. Monthly Volumes of Completed Calls by Type of Call 281
4. Monthly Volumes of Completed VCO Calls 282
5. Monthly Volumes of Completed HCO Calls 283
6. Monthly Volumes of Completed Spanish Calls 283
7. Monthly Speech-to-Speech Call Detail 284
8. Monthly Volume of Emergency Calls 284
9. Monthly Average Length of Calls 285
10. Monthly Minnesota Relay Call Volumes by Center 286
11. Monthly In-State Center Call Volumes 286
12. Daily Average Speed of Answer 287
13. Daily Average Blockage Rate 288
14. Inbound Call Volumes by NPA 290
15. Call Length 290
6.10 INVOICES 290
6.11 ACCESS TO MINNESOTA RELAY CENTER 291
A. State Access to Center *291*
B. Performance Monitoring *291*
C. Access to Minnesota Relay Offices by Telephone *292*
D. Written Communication *293*
6.12 CONTRACT MANAGER 293
6.13 TRANSITION PLAN FOR SERVICE START-UP 294
6.14 OTHER SERVICES 294
6.15 TRANSACTION AT CONTRACT CONCLUSION 295

7.0 OUTREACH REQUIREMENTS 296

7.1 OUTREACH PROGRAM OVERVIEW 296
7.2 ANNUAL OUTREACH PLAN AND MONTHLY OUTREACH ACTIVITY REPORTS 297
7.3 MINNESOTA RELAY CONSUMER RELATIONS OFFICE 297

7.4 MINNESOTA RELAY CONSUMER RELATIONS OFFICE STAFF (OUTREACH SPECIALISTS) 299
7.5 OUTREACH ACTIVITIES 308
A. Business Outreach 313
B. Speech-to-Speech Outreach 315
C. Captioned Telephone VCO Service Outreach 317
D. STATE FAIR 319
7.6 OUTREACH MATERIAL PROVIDED BY CONTRACT VENDOR 321
7.7 ADVERTISING AND PUBLIC RELATIONS (SEPARATE RECOVERABLE COSTS) 325
7.8 COST 327

8.0 TERMS AND CONDITIONS 327

8.1 ELEMENTS OF THE CONTRACT 327
8.2 CREATION OF CONTRACT 328
8.3 ACCEPTANCE OF PROPOSAL CONTENTS/EXCEPTIONS AND ALTERNATIVE SOLUTIONS 328
8.4 PRIME CONTRACTOR AND SUBCONTRACTOR 330
8.5 TERM OF CONTRACT 330
8.6 TIME 331
8.7 LIQUIDATED DAMAGES 331
A. Failure to Begin Services as Specified 332
B. Failure to Provide Services for the Life of the Contract 332
C. Failure to Respond to Relay Outage 332
D. Failure to Restore Services 333
E. Failure to Provide Consumer Relations Office and Outreach Services as Specified 333
8.8 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE 334
8.9 DEFAULT REMEDIES OF THE VENDOR 335
8.10 CONTINUATION OF SERVICE AFTER TERMINATION NOTICE 335
8.11 WAIVER 335
8.12 CONTRACT COMPLETE 336
8.13 FINES BY FEDERAL COMMUNICATIONS COMMISSION 336
8.14 CONSIDERATION AND PAYMENT 336
A. Consideration 336
B. Payment 338
8.15 PAYMENT TO SUBCONTRACTORS 339
8.16 CONDITIONS OF PAYMENT 339
8.17 AUTHORIZED REPRESENTATIVES 340

EXECUTIVE SUMMARY

"Expertise. Excellence. Enthusiasm.
We are our consumers."

The State of Minnesota deserves a Telecommunication Relay Service that strives to be the best. CSD is a TRS provider with expertise, a provider that strives for excellence, and full of enthusiasm for everything we do. Most importantly, we are our consumers! Many of our employees use TRS everyday and are direct consumers of our own services! With CSD as your provider, you have a company with employees that genuinely care about quality of service.

Local Presence – Economic Impact
Of course, our high quality service would not be possible without the dedicated workforce that operates the Minnesota Relay. CSD Currently provides more than 200 jobs at the relay center in Moorhead, Minnesota. These employees as residents of the state in which they provide service take great pride in providing services to their fellow neighbors. This CSD center creates an economic impact of more than 4.0 million dollars to the city of Moorhead as well as the state of Minnesota. If we are selected to continue as your provider of TRS services for the State of Minnesota, CSD will continue to invest in the state of Minnesota and the local community of Moorhead.

CSD currently employs over 275 employees in the state of Minnesota. In addition to the Minnesota Relay Center in Moorhead, providing 200+ jobs in that area, we also have other offices in Minnesota which provides services to Deaf and Hard of Hearing consumers through a vast array of program offerings. CSD of Minnesota, located in Roseville, provides direct services to consumers, including Adult Education, Domestic Violence programs, Recreational Programs. We also have an office that focuses on community based interpreting and video relay interpreting. We are proud of the fact that the total annual economic impact in direct payroll costs for all CSD programs in the state of Minnesota is approaching the $4 million dollar mark for this year. The money earned by CSD Relay is funneled back into your community in forms of program support as described above.

CSD has received letters of support from Mr. Mark Voxland, Mayor of Moorhead, Minnesota and in his letter he states that "you have been the cornerstone of the new Holiday Mall development project and were instrumental in the progress and revitalization that this brought to the area. I know that I speak for the whole business

community when I say that you can be sure of our full cooperation and continued support as you work to secure, maintain and extend your TRS contract with the State of Minnesota." Minnesota House Of Representatives, Rep. Morrie Lanning comments that "CSD Relay is currently Moorhead's sixth largest employer, and losing its economic impact would be devastating." And finally a letter from Ms. Angela A. Jordahl-Olson, property manager for the Holiday Mall project said, "The impact and potential loss of CSD Relay would have a severe setback and possible failure of the Holiday Mall project. Essentially, the loss of CSD Relay would devastate the project to date." Representative Paul Marguart says in his letter, "It is important for rural Minnesota to maintain and attract good jobs in the area. CSD Relay helps provide those jobs - 200 jobs - which serves as a springboard to promoting and enhancing rural Minnesota."

Very obviously, CSD's presence in Moorhead as provider of the Minnesota Relay service has brought prosperity and economic development to the area. We are proud to be associated with the Moorhead community and equally proud to be providers of Minnesota Relay. We include these letters to show you the strong support and relationship that CSD has built with the city of Moorhead, this just goes even stronger to why you should choose CSD to continue as your provider for Minnesota Relay.

As you read our proposal, you will see that CSD is and remains the best TRS provider that Minnesota can offer to its citizens. This is why we choose our tag line for this proposal. "Expertise. Excellence. Enthusiasm. We are our consumers." Why? Simply put, CSD is your choice for provision of TRS because CSD has the Expertise, is dedicated to Excellence, and has an Enthusiastic team of people working hard to provide the State the best service possible. Our employees monitor this service everyday because they, themselves are users and our employees do not settle for second best! We are our consumer. In this proposal we hope to show and explain to you why CSD should continue to be your TRS provider.

EXPERTISE

CSD is pleased to have this opportunity to present its capabilities and aspirations for continuing to serve as Minnesota's relay provider. Since the first call of the Minnesota Relay in Moorhead, Minnesota, CSD has built a strong relationship with the State of Minnesota and the Minnesota relay consumer community. We have firsthand knowledge of the State's commitment to excellence in the provision of relay services. CSD is the company that can make Minnesota Relay shine. CSD has the expertise you are looking for.

CSD is committed to providing a quality workforce of experienced Communication Assistants with a long tenure of offering relay services to Minnesota relay users. We are entering our 10th year of expertise service in providing Minnesota Relay. No other provider can match the quality of CAs employed from Moorhead, Minnesota.

Together we share the common goal of making sure that every deaf, hard of hearing, and speech disabled relay user is guaranteed functionally equivalent telephone services. The State can depend on CSD's expertise, excellence, and enthusiasm to maintain the superior relay network and proven success in providing telephone relay service to hearing, deaf, hard of hearing, and speech disabled individuals across the state.

Having a provider that is a top player in the TRS industry is important. Today, the TRS industry is rapidly changing. No longer are we content with just TDDs calling a relay center. More people are discovering that their telecommunication needs are truly "individual." Internet Relay, Video Relay, CapTel, Speech-to-Speech, and other features of TRS makes it possible for individuals to have service that is more to their liking. Technology is rapidly making it possible for consumers to utilize their preferred method of communications. CSD has the expertise to meet that growing demanding need.

Our proposal outlines our commitment to Minnesota to ensure relay users the availability of the most sophisticated technical platform. CSD will be partnering with Sprint for the technical aspect of this RFP. A partnership like no other, this very strong partnership has a long history, beginning in 1992. The partnership of CSD and Sprint offers the state of Minnesota a proud history of providing innovative, cutting-edge technologies offering relay users greater choices and services. In all cases, CSD and Sprint shares the same common thread of having expertise, excellence and enthusiasm. Sprint also employs many deaf and hard of hearing people throughout the company and very clearly shares the "we are our consumer" feeling. Continuing this tradition of being "our own consumer" is a fundamental drive to our success.

We are very proud of our partnership with Sprint. They, too have the expertise, excellence and enthusiasm. Sprint is a pioneer of TRS and together, we are a dynamic team and Minnesota will benefit greatly from having such a team provide Minnesota Relay services.

EXCELLENCE

CSD's philosophy is a "Customer First" attitude. The goal of CSD is to deliver the highest quality service at the best-cost value.

CSD's ability to provide excellent quality call center service has been validated by the awards our centers have been presented with during our history. CSD received the 2004 Global Call Center of the Year award for its outstanding service quality as a Telecommunications Relay Service Provider, validating that CSD is one of the best in the world. CSD has also received other awards for its operations efficiency and for being a pace-setter in the industry. With CSD, Minnesota is getting a company that is not only recognized as the best TRS provider, but as well as one of the best call centers operated.

CSD is committed to improving communication equivalency for the deaf, hard of hearing, speech disabled communities. Our commitment comes not only from CSD's high performance management team but also from the very people providing the service. CSD, as a consumer-based organization, recognizes that to be truly successful we must not only serve our customers, but be our consumer. This is demonstrated by the fact that deaf and hard of hearing employees are empowered to manage the products and services. They are involved in the management of TRS at all levels:

- **Design and Development**
- **Operations/Training**
- **Sales/Marketing**
- **Industry Relations (FCC, NECA)**
- **Public Relations**
- **Executive Management**

CSD empowers deaf and hard of hearing managers to direct and evaluate the product, service and vision. Furthermore, giving back to those that make their livelihood possible will continue to be a trademark of CSD's philosophy.

Outreach

Listening to customers is the key. CSD and Sprint continuously update and upgrade our TRS platform to better achieve functional equivalency with traditional telecommunications services. CSD values customer and advisory committee contributions regarding our products. Many of the improvements to our relay platform are the direct results of consumer input. Some of these improvements include: Caller ID, ASCII Split Screen, and Turbo Code, to name a few. CSD is also very proud of the fact that CSD has been the State's provider for the Customer Relations Office in St. Paul, MN for the past 9 years. Trich Shipley and her team

are providing the state with outstanding outreach efforts.

CSD believes in community forums. We have hosted, sponsored, presented, and exhibited at numerous state and local functions in an effort to provide outreach, as well as to receive customer input on CSD's TRS performance.

Excellence... **These exciting program offerings are part of CSD's continuing commitment to provide quality services to the Deaf and Hard of Hearing community.**

Technological Advancement

Excellence in Telecommunications Relay Service requires more than a static solution. It requires attention to customer needs as well as the foresight to develop and implement services on the cutting edge of telecommunications. CSD as an organization has proved itself as a visionary leader in the Telecommunications Relay Service Industry. In 1975 CSD established the first formal Relay service in the Nation. This service was provided to Sioux Falls residents in the State of South Dakota. The nation has since grasped this concept and with CSD implementing and pushing forward new features based on customer input, we are moving ever closer to functional equivalency.

ENTHUSIASM

Another example of CSD's ability to work with consumers and to foresee the future potential of a product is their release of Video Relay Services. By listening to consumer input and putting their ideas into action, CSD has become a TRS leader.

In today's high tech telecommunications industry, innovative thinking must become the norm if customers are to be provided with a service that continues to meet their expectations. The users of relay services cannot afford for their relay provider to be content with the status quo. CSD, along with Sprint have made the following features a reality:

- **Internet Relay**
- **Video Relay Services**
- **Captioned Relay**
- **Relay Conference Captioning**
- **Sprint Relay Wireless**
- **CapTel™**

Disaster Recovery/Network Survivability

Reliance upon telecommunication service is never demonstrated more graphically than during times of disaster. CSD and Sprint's operations network is designed and tested to maintain service even in the event of a disaster. The telephone may be an individual's only link to emergency services or to loved ones in harm's way. The CSD/Sprint Relay Network has remained in operation since its inception in 1990. No other provider can demonstrate this uninterrupted level of service.

- **Blizzard of 96/97- During the first month of opening Minnesota Relay, the Moorhead area was hit by terrible snow storms and blizzards. By the end of December 1996, 20.4 inches of snow had fallen in Moorhead. This may have affected service in other states, but it was business as usual in Moorhead. Communication Assistants and Managers made every effort to continue to ensure service was being provided from the Moorhead Center.**

- **Red River Flood With 116 inches of snow, which had fallen during the winter months, Moorhead also experienced flooding in the Spring.. Many of the employees from Minnesota Relay volunteered their time to sandbag those who the flood impacted.**

- **On September 11, 2001, when terrorists attacked the United States, calls from the center in Maryland and New York were re-routed. Although two Call Centers were affected and call volumes across the nation increased, the team mobilized its resources and ensured that every call was processed efficiently.**

- **East Coast Blackout – August 2003, the East Coast experienced a blackout which shut down most of New England and Canada. Without power in New York, New Jersey, Pennsylvania and Eastern Canada, calls that would normally have been handled in the New York Center were immediately re-routed to other Centers. This took palace seamlessly and was transparent to users.**

- **Hurricane Isabel – September 2003, this devastating storm slammed the East Coast causing mass destruction and flooding. Once again, the Network operated with no interruption of service.**

- **Hurricane Charley, Frances, Ivan, Jeanne –Summer of 2004, With each Hurricane, we were able to expand hours of service in centers located outside of the Hurricane's paths, activated positions and secured overtime across the network to ensure continuous service, as well as providing periodic updates with all State Administrators on the status**

of the Network.

CSD's mission has always been to exceed customer expectation through quality, technology and excellent customer service. No other relay provider can match the value of CSD's commitment to remaining at the forefront of relay service.

CSD's goal with all platform enhancements is first, to bring greater functional equivalency to the relay user, and second, to deliver improvements at a value-added price. We strive to reduce costs by making it possible to perform relay services with shorter talk time resulting in fewer billable minutes.

WE ARE OUR CONSUMERS!

Because CSD is a organization that is of, for, and by deaf and hard of hearing people, no other provider can match the awesome power of being our own consumers! CSD is an organization where employees are users of its own service. Who better to make sure the service is top-notch?

CSD is confident that you will see from our response to this application to provide TRS, CSD and the State of Minnesota will provide value and community investment to the citizens of Minnesota. Technology, Reliability, Concern for community - these have defined the meaning of quality relay, a quality that can be achieved only with the passion of CSD and the community it lives in.... Minnesota.

In closing, CSD is dedicated to working closely with the state. Our goal is to make your experience working with a dedicated provider a smooth one. CSD understands and agrees with the terms and conditions of the RFP and the proposed Contract. We have strived to complete an RFP response that clearly shows CSD's plans for provision of relay and outreach services for the State of Minnesota.

By selecting CSD as your relay provider for the next 5+ years, the State will continue to enjoy seamless, smooth and clear ongoing service with virtually no interruption in service by a company that demonstrates

"Expertise. Excellence. Enthusiasm.
We are our consumers."

1.0 DEFINITIONS AND ACRONYMS

2-Line Captioned Telephone VCO: *Similar to captioned telephone VCO service. With 2-line captioned telephone VCO service the conversation is carried on one telephone line and the captions are provided on a second line. Additional functions of 2-line captioned telephone VCO service include:*

- *Provides captioned telephone users the ability to caption any phone call – incoming or outgoing – at any point in the conversation.*
- *Supports enhancements that users have purchased from their telephone service, such as call-waiting.*
- *Allows the user to receive captions on all incoming calls, as callers can dial user directly instead of placing the call through the captioning service.*
- *Allows the availability of captioning for every type of call, including emergency calls and calls through relay.*
- *Allows others to pick up an extension line and share the call without interrupting captions.*

2-Line Voice Carry Over: *The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via relay and to be able to receive responses typed in text by the CA. This capability is particularly effective for deaf and hard-of-hearing customers who are able to voice for themselves. For deaf and hard of hearing customers who are able to hear to some degree, this capability allows them to hear directly what is being said by the standard voice user while still receiving those responses in text.*

Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company. It is this line that enables the deaf/ hard-of-hearing customer, standard phone user, and CA to be connected together (conferenced together). On this line, the CA listens to the conversation only and types what the standard phone user voices. The typing that is performed by the CA is done on the other telephone line that is connected to the text device being used by the deaf/ hard-of-hearing customer (e.g. TTY, computer). 2-Line VCO users must be able to initiate or receive a 2-Line VCO call.

711: *The abbreviated dialing code for accessing all types of relay services anywhere in the United States.*

Abandoned call: *A call that has been placed to the relay center, but which is terminated*

by the person originating the call before it is answered by a CA.

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

AMS: *Acquisition Management Specialist*

ASL Gloss: *When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced verbatim. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.*

ASL Interpretation/Translation: *Voice ASL gloss into spoken English or type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.*

Automatic Number Identification (ANI): *Telephone number associated with the access line from which a call originates.*

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

Average Speed of Answer (ASA): *Measurement of ASA shall begin when the provider's switching system (Automatic Call Distribution or other system) accepts the call from a local service provider and the call is delivered to the TRS center. The TRS center shall accept all calls immediately when offered by the local service provider (without delay) or shall return a busy signal. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live CA ready to relay the call; not placed in queue, placed on hold, or given ringback or other treatment, or answered by a live CA or other party that is not prepared to relay the call (such as if 711 calls would be first answered by a live agent solely to determine the call type before transferring the call to a CA who will then relay the call). Abandoned calls are included in the calculation of ASA.*

Basic Relay Service: *Relay services including TTY, VCO, HCO, Spanish and STS. Basic relay service does not include captioned telephone VCO service, Video Relay Service, Internet Protocol Relay, and other "enhanced" forms of TRS.*

Baudot: *A seven bit code, only five of which are information bits. Baudot is used by some text telephones to communicate with each other at a 45.5 baud rate.*

Best Value: *"Best value" describes a result intended in the acquisition of all goods and services. Price must be one of the evaluation criteria when acquiring goods and services. Other evaluation criteria may include, but are not limited to, environmental considerations, quality, and vendor performance (Minn. Stat. § 16C.02, Subd. 4).*

Blocked Call: *Any call that arrived at the provider's switch but was not answered, including the customer receiving a busy signal or any call with a continuous ring and/or in queue (or any other form of holding a call that has reached the provider's network) in excess of 90 seconds, while waiting for a CA to be connected to the call and begin to interact with the calling party.*

Billable Minutes of Service: *The time that will billed to the State. Session/conversation minutes shall be calculated and reported to the nearest second (i.e. 4 minutes, 44 seconds or 4:44) or to the hundredth decimal place of a minute (i.e. 4.73 minutes) for every call. Reporting in minutes and seconds is preferable to minutes and decimals. All billable minutes of service for the month are to be added together for the total billable minutes (total may be rounded to the nearest minute).*

Relay costs eligible for reimbursement through the TRS Interstate Fund shall be invoiced to the FCC designated TRS Interstate Fund administrator.

Call Release: *A TRS feature that allows the CA to sign-off or be "released" 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.*

Call Set-up: *The time period beginning when the CA connects to an inbound relay call until the CA begins to relay the call.*

Call Wrap-up: *The time beginning when one party disconnects until the time both parties are disconnected.*

Called Party: *The outbound leg of a relay call. The person being called by the inbound leg or calling party.*

Calling Party: *The inbound leg of a relay call. The person placing the outbound call to the called party.*

Captioned Telephone VCO Service: *An enhanced form of voice carry over service. Captioned telephone VCO service uses a telephone that looks similar to a traditional telephone but also has a text display that allows the user, on one standard telephone line, to both listen to the other party speak and simultaneously read captions of what the other party is saying. The user can both listen to what is said over the telephone and read captions for clarification. A CA using specially developed voice recognition technology generates the captions.*

To use this service, the captioned telephone user dials the number he or she wishes to call. The user is automatically connected to a captioned telephone CA at the TRS facility. The specialized TRS facility equipment, in turn, automatically connects the captioned telephone user's line to a second outgoing line from the TRS facility to the called party. The captioned telephone user does not need to dial an 800 number or 711 to reach the TRS facility and set up the call, nor is there any interaction with the CA (by either party to the call). The CA, instead of typing what the called party says, repeats or re-voices what the called party says and voice recognition technology automatically transcribes it from the CA's voice into text, which is then transmitted directly to the user. The use of voice recognition technology allows the captions to appear on the captioned telephone nearly simultaneously with the called party's spoken words. Throughout the call the CA is completely transparent.

Calls may be placed to captioned telephone users via a toll free access number. The caller is prompted by a recording to enter the number he or she wishes to call and the call is automatically processed. There is no CA interaction with the calling party for call set-up or at any time during the call.

Communications Assistant (CA): *A person who transliterates or interprets conversation between two or more end users of TRS. CA supersedes the term "TDD operator."*

Contract: *Any written instrument or electronic document containing the elements of offer, acceptance, and consideration to which an agency is a party, including amendment to or extension of a Contract (Minn. Stat. § 16C.02, Subd. 4).*

Contractor/Contract Vendor: *A person, firm or corporation under Contract with the State for the provision of Telecommunications Relay Services. In this solicitation and*

resulting Contract, the term "Contractor/Contract vendor" is interchangeable with the term "provider".

Conversation Minute: *Time when the CA is on the line with both the calling party and the called party (or an answering machine, voice mail, or voice menu at the called party's number) and is ready to begin processing the call, until either the inbound or outbound caller disconnects the call. A conversation minute does not include time in queue (call is ringing, waiting for a live answer), set-up of the inbound call by the provider, set-up of the outbound call by the provider, call wrap-up, time spent explaining relay or relay procedures, or calls that reach numbers that are busy or receive no answer or receive intercept messages for the called number.*

Conversation minutes shall be calculated and reported to the nearest second (i.e. 4 minutes, 44 seconds or 4:44) or to the hundredth decimal place of a minute (i.e. 4.73 minutes) for every call. Reporting in minutes and seconds is preferable to minutes and decimals.

DOC: *Minnesota Department of Commerce.*

FCC: *Federal Communications Commission.*

Fiscal Year (FY): *The Department of Commerce's fiscal year runs from July 1 through June 30.*

Fluent: *Ability to write and speak (sign) easily, smoothly and expressively.*

Functionally Equivalent Products, Features, and Services: *The functionality of accessing a product, feature or service via relay will not require any additional steps preceding, during, or proceeding the use of the product or service than would be required on a direct call from the same number.*

Functionally Equivalent TRS: *Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective telecommunications. Functionally equivalent communications must ensure efficient telephone calls that include equal: cost to consumers, call blockages no different than experienced by voice-to-voice non TRS callers, allowing choice of carriers for all types of long distance and toll calls, real-time communications in transmission and reception of text and speech, using advanced and efficient technology, as it becomes technically feasible.*

Functionally Similar: *A process similar to, but not exactly the same, as the original process that is being manipulated. In the case of a functionally similar product, the similarities and differences are to be described in detail.*

Hearing Carry Over (HCO): *A form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation. Two-line HCO is an HCO service that allows TRS users to use one telephone line for hearing and the other for sending TTY messages. HCO-to-TTY allows a relay conversation to take place between an HCO user and a TTY user. HCO-to-HCO allows a relay conversation to take place between two HCO users.*

Inbound Call: *The call placed by the party initiating the call (calling party) into the relay center.*

LEC: *Local Exchange Carrier.*

Local Service Provider: *An incumbent local exchange carrier or a competitive local exchange carrier that provides local service to end-use customers.*

Liquidated Damages: *A specific sum of money, agreed to as part of a Contract, to be paid by one party to the other in the event of a breach of Contract in lieu of actual damages, unless otherwise provided by law (Minn. Rules Chapter 1230, Subp. 12).*

Material Variance or Material Deviation: *A variance in a response from specifications or conditions that allows a responder a substantial advantage or benefit not enjoyed by all other responders or gives the State something significantly different from what the State requested in the solicitation document (Minn. Rules Chapter 1230.0150, Subp. 15).*

Materials Management Division (MMD): *Minnesota Department of Administration's Materials Management Division.*

Minnesota Relay Call: *An inbound relay call placed by accessing any of the Minnesota Relay toll free numbers, that also originates from or terminates to a Minnesota end user, regardless of the relay center that actually processes the call.*

Non-English Language Relay Service: *A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other than English to*

communicate with voice telephone users in a shared language other than English, through a CA who is fluent in that language.

NPA/NXX: *The first six digits of a North American telephone number; the area code and prefix.*

Outbound call: *The call placed from the relay center to the party being called (called party) by the inbound caller.*

P.01: *P.01 is the grade of service reflecting the probability that one call out of one hundred will be blocked.*

Proposal: *An executed document submitted by a vendor in response to a Request for Proposals (Minn. Rules Chapter 1230, Subp. 18a).*

Provider: *see "Contractor/Contract Vendor".*

Public Safety Answering Point (PSAP): *A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 C.F.R. 64.3000(c).*

PUC: *Minnesota Public Utilities Commission.*

Request for Proposals (RFP): *The entire contents of this solicitation document, which is titled as Telecommunications Relay Service – T-597 and any addenda thereto.*

Responder: *Organization/individual submitting a proposal in response to this RFP.*

Session Minute: *The total elapsed time between when the CA connects to an inbound Minnesota Relay call until the CA is disconnected from both the inbound and outbound party. This definition includes incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party, and includes the set-up and wrap-up time of the call.*

Session minutes shall be calculated and reported to the nearest second (i.e. 4 minutes, 44 seconds or 4:44) or to the hundredth decimal place of a minute (i.e. 4.73 minutes) for every call. Reporting in minutes and seconds is preferable to minutes and decimals.

Shall/Must: *Indicates a mandatory requirement. Failure to meet a mandatory*

requirement will result in the rejection of a proposal as non-responsive.

Should/May: *Indicates something that is recommended or permissible but not mandatory. If the responder fails to provide recommended information, the State may, at its sole option, ask the responder to provide the information or evaluate the proposal without the information.*

Signaling System 7 (SS7): *An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on* a separate data *network. Also know as Common Channel Signaling No. 7 (CCS7).*

Speech-to-Speech Relay Service (STS): *A telecommunications relay service that allows individuals with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.*

Standard Phone: *Telecommunications device used in standard voice to voice calls that do not require additional equipment or accommodation.*

State: *The State of Minnesota and/or Minnesota Department of Commerce.*

Subcontractor: *Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties that provide support or incidental services to the contractor.*

Successful responder: *Organization/individual awarded the Contract in response to this RFP.*

Telecommunications Access Minnesota (TAM): *The unit within the Department of Commerce that is responsible for the administration of the Minnesota Relay.*

Telecommunications Relay Services (TRS): *Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does*

not use such a device, speech-to-speech services, video relay services and non- English relay services. TRS supersedes the terms "dual party relay system," "message relay services," and "TDD Relay."

Text Telephone (TTY): *A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system. TTY supersedes the term "TDD" or "telecommunications device for the deaf," and TT.*

Three-way Calling Feature: *A TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.*

Voice Carry Over (VCO): *A form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types the response back to the person with the hearing disability. The CA does not voice the conversation. Two-line VCO is a VCO service that allows TRS users to use one telephone line for voicing and the other for receiving TTY messages. A VCO-to-TTY TRS call allows a relay conversation to take place between a VCO user and a TTY user. VCO-to-VCO allows a relay conversation to take place between two VCO users.*

Will: *Expected or required.*

CSD's proposal will be built with a common understanding of the above mentioned definitions.

2.0 ADMINISTRATIVE PROVISIONS

2.1 Purpose

The Department of Administration, Materials Management Division in conjunction with the Minnesota Department of Commerce is issuing this Request for Proposals (RFP) to solicit proposals from qualified service providers for the provision of statewide, state-of-the-art, Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach, pursuant to Title IV of the Americans with Disabilities Act, FCC 47 C.F.R. § 64.601 - 64.605, and Minnesota Statute § 237.50 – 237.56.

CSD is pleased to be able to submit this response to the Department of Administration, Materials Management Division for the provision of statewide, state-of-the-art, Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach, pursuant to Title IV of the Americans with Disabilities Act, FCC 47 C.F.R. § 64.601 - 64.605, and Minnesota Statute § 237.50 – 237.56. CSD wishes to thank the department for this opportunity.

2.2 Minnesota Regulations

The laws of Minnesota Statutes Chapters 16B and 16C, and Minnesota Rules 1230.0100 through 1230.4300 apply to this Request for Proposals.

The laws of Minnesota Statute, Sections 237.50 through 237.56 apply to Telecommunications Access Minnesota.

CSD understands that the laws of Minnesota Statutes Chapters 16B and 16C, and Minnesota Rules 1230.0100 through 1230.4300 apply to this Request for Proposals. CSD also understands that the laws of Minnesota Statute, Sections 237.50 through 237.56 apply to Telecommunications Access Minnesota. CSD will abide by all laws and work closely with the Department on all issues regarding the RFP and provision of Minnesota Relay.

2.3 Minnesota Relay's Minutes of Usage

Total TRS (excluding captioned telephone VCO) ***session*** *minutes of service from July 2004 to June 2005 were approximately 3,775,821.*

Total TRS (excluding captioned telephone VCO) ***conversation*** *minutes of service from July 2004 to June 2005 were approximately 2,783,415.*

*Total captioned telephone VCO **session** minutes of service from July 2004 to June 2005 were approximately 452,463.*

*Total captioned telephone VCO **conversation** minutes of service from July 2004 to June 2005 were approximately 381,321.*

CSD appreciates the state informing us of the Minnesota Relay's Minutes of Usage. We are proud as current providers, that the minutes of usage was processed by our current operations in Moorhead, Minnesota. CSD understands that Total TRS (excluding captioned telephone VCO) session minutes of service from July 2004 to June 2005 were approximately 3,775,821. Total TRS (excluding captioned telephone VCO) conversation minutes of service from July 2004 to June 2005 were approximately 2,783,415. Total captioned telephone VCO session minutes of service from July 2004 to June 2005 were approximately 452,463. Total captioned telephone VCO conversation minutes of service from July 2004 to June 2005 were approximately 381,321.

2.4 Site Visits

Responders may be asked to make their facilities available for site inspections by the State.

CSD is more than happy to facilitate a visit to any one of CSD facilities available for site inspection by the state. CSD currently operates 11 TRS centers across the United States. We have centers in the following location: Moorhead, Minnesota; Sioux Falls, South Dakota; Dayton, Ohio; Syracuse, New York; Columbia, South Carolina: Jacksonville, Florida; Lemoore, California; Honolulu, Hawaii: Vineland, New Jersey; Lubbock, Texas; Holyoke, Massachusetts.

CSD would like to extend an invitation to the state to visit our Moorhead, Minnesota location. The Moorhead center, a "model" center, where we try to emulate nationwide. CSD is proud that the Moorhead center is the "best of the best!"

2.5 Release of Claims

By submitting a proposal, the responder agrees that it will not bring any claim or cause of action against the State based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the responder with pertinent information as intended by this RFP.

CSD understands that by submitting a proposal, CSD agrees that it will not bring any claim or cause of action against the State based on any misunderstanding concerning the

information provided herein or concerning the State's failure, negligent or otherwise, to provide CSD with pertinent information as intended by this RFP.

2.6 Financial Information

Dun & Bradstreet Comprehensive Report: *The responder shall provide the responder's Dun & Bradstreet Comprehensive Report, which is obtainable via the Internet at http://express.dnbsearch.com. The responder shall stipulate herein that the Comprehensive Report included in the responder's proposal is the correct corresponding report for the entity providing services through this RFP. The State reserves the right to require additional financial information of the responder and to investigate the responder's financial background, if the State believes that the requested information and/or the investigation would provide greater insight into the responder's viability and capability to deliver the requested service(s).*

CSD will provide a Dun & Bradstreet Comprehensive Report. CSD stipulates that herein, the Comprehensive Report included in our proposal is the correct corresponding report for the entity providing services through this RFP. CSD understands that the State reserves the right to require additional financial information of CSD and to investigate CSD's financial background, if the State believes that the requested information and/or the investigation would provide greater insight into CSD's viability and capability to deliver the requested service(s). Please refer to Tab Q for complete report.

2.7 General Background Information

The responder shall provide the following background information:

1. *Type of business entity (e.g., corporation, LLC, sole proprietorship), and state or jurisdiction in which this entity is domiciled.*

2. *Assumed names (d/b/a) or other operating names of the responder.*

3. *Local office address and telephone number (if any).*

4. *The successful responder will be required to register to do business in Minnesota. If already registered with the Minnesota Secretary of State, provide responder's filing number, original date of filing, and the name and address of the registered agent.*

   CSD has complied with the above request, please refer to Tab R for Background Information.

2.8 Experience and References

A. Responder Information

For each State in which the responder is providing TRS and or TRS outreach, the responder shall indicate:

1. *When the responder began providing the service.*
2. *Types of services provided (i.e. traditional relay, STS, Spanish relay, captioned telephone VCO, outreach).*
3. *The number of inbound calls for the most recent month.*
4. *The total duration of the contract.*

The responder should provide the names of three (3) references, including specific contact name, title, address and phone number, to whom the responder has contracted with for the provision of TRS, TRS outreach or a similar service.

CSD is pleased to offer experience and references, please refer to Tab S.

B. Subcontractor Information

If the responder proposes to use subcontractors, the responder shall identify those subcontractors and indicate the scope of their role in the provision of relay services and/or outreach services. The responder shall also indicate what experience the subcontractor has in providing the service for which it would contract with the responder. The successful responder will be fully responsible to the State for the performance of any service performed by a subcontractor, as if the successful responder is performing the service themselves.

CSD has included the subcontractor information in Tab T.

2.9 Personnel

The responder must provide resumes for all key personnel, including all key subcontractor personnel, who will be involved in providing the services contemplated by this RFP. Each resume must include the person's full name, title, position description, education, years of experience, and employment history, particularly as it relates to the scope of services in the RFP.

CSD is pleased to provide resumes for all key personnel. In addition, CSD has included

resumes of all key subcontractor personnel, who will be involved in providing the services contemplated by this RFP. Please refer to Attachment U for the resumes.

3.0 PROPOSAL REQUIREMENTS

3.1 Proposal Format

These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.

CSD understands the instructions that regarding the format and content of the proposal. CSD is aware that this is designed to a uniform review process. CSD is also cognizant of the failure to adhere to the proposal format may result in the disqualification of the proposal.

1. *Responders must submit one unbound original proposal marked "MASTER" and seven (7) bound copies of each proposal (both technical and cost proposals). If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER", the State may reject the proposal. However, the State may, at its sole option, select one copy to be used as the master.*

   CSD will submit one unbound original proposal marked "MASTER" and seven (7) bound copies of each proposal (both technical and cost proposals). CSD is aware that if discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. CSD will make sure copy is marked "Master."

2. *Proposals must be typewritten or computer generated in no less than 12-point font, on standard 8 1/2 X 11 inch paper (larger paper is permissible for charts, spreadsheet, etc.). Changes must be lined out and initialed.*

   CSD will submit this proposal to meet the requirements of this RFP. CSD will make sure that, should there be any changes, they are lined out and initialed.

3. *Proposals must begin with a table of contents. Supporting text in the proposal shall be numbered identically to the RFP section number to which the text is responsive, and should have divider tabs for each section.*

   CSD will begin its proposals with a table of contents. CSD will make sure that the

supporting text in the proposal be numbered identically to the RFP section number to which the text is responsive, and CSD will have divider tabs for each section. Please refer to Tab A for Table of Contents.

4. *Incomplete, incorrect, or misleading answers are unacceptable and may be considered unresponsive.*

   CSD is aware that incomplete, incorrect, or misleading answers are unacceptable and may be considered unresponsive.

5. *If attachments are used, they should be numbered identically to the RFP section number to which the attachment is responsive. Attachments must be referenced in the proposal.*

   CSD will number attachments identically to the RFP section number to which the attachment is responsive. Additionally, CSD will ensure that number is referenced in the proposal.

6. *If a proposal response does not clearly define specifically where information is given, the proposal may be considered non-responsive for each such question.*

   CSD will clearly define specific information when given. And, if not, CSD is aware that the proposal maybe considered non-responsive for such questions.

7. *Each page of the entire proposal should be numbered with no repetition of page numbers in the entire proposal. Page numbering should be done in Arabic numerals with no pages numbered with other characters such as ii, 4-a, VIII, or similar numbering systems.*

   CSD will make sure that each page of the entire proposal is numbered with no repetition of page numbers in the entire proposal. CSD will make sure that the page numbering is done in Arabic numerals.

8. *The proposal shall be divided into two parts: the technical proposal and the cost proposal. The technical proposal must not include cost proposal information. The technical proposal and the cost proposal shall be sealed in separate mailing envelopes or packages with the following information plainly showing on the outside of each envelope/package:*

Technical (or Cost) Proposal
Request for Proposals for Minnesota Telecommunications Relay Services
Minnesota Department of Administration
Responder's Name:
Responder's Address:

CSD will provide the state with two parts: the technical proposal and the cost proposal. **CSD will not include cost proposal information in the technical proposal.** CSD will submit technical proposal and the cost proposal in sealed separate mailing envelopes or packages with the following information plainly showing on the outside of each envelope/package:

CSD will include the following information on the packages:
Technical (or Cost) Proposal
Request for Proposals for Minnesota Telecommunications Relay Services
Minnesota Department of Administration
Responder's Name:
Responder's Address:

9. *If multiple envelopes/packages for each proposal are used, they shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.*

   CSD will make sure that if multiple envelopes/packages are used for each proposal, they will be numbered in the "1 of 4, 2 of 4, etc" fashion.

10. *The State will not consider the prices submitted by the responder to be proprietary or trade secret materials.*

    CSD understands that the state will not consider prices submitted to be proprietary or trade secret materials.

11. *Responders utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response in an easily distinguishable font immediately following the applicable question.*

    CSD will provide easily distinguishable font immediately following the applicable question.

12. *The cost proposal must be submitted in a separate, sealed envelope and must address all items outlined in Section 3.3 of this RFP.*

    CSD will provide cost proposals in a separate, sealed envelope and address all the items outlined in section 3.3 of this RFP.

13. *Prices quoted must be for the requirements and their components as proposed in the response to the RFP. Should the proposal be selected, the responder shall be expected to provide the services stated in the proposal at the prices quoted.*

    CSD understands that prices quoted must be for the requirements and their components as proposed in the response to the RFP. Should CSD's proposal be selected, CSD will provide the services stated in the proposal at the prices quoted.

14. *The responder shall bear the burden of any errors made in pricing the services (e.g., omitting a component of the services).*

    CSD will bear responsibility of any errors made in pricing the services

15. *Should the responder have failed to either include in the price or deliver to the State any component necessary to perform the services as proposed in the RFP, the responder shall be required to provide the component at the responder's own expense.*

    CSD understands that should CSD fail to either include in the price or deliver to the State any component necessary to perform the services as proposed in the RFP, CSD will be required to provide the component at CSD's own expense.

3.2 Technical Proposal Contents

The following documents and responses shall be included in the technical proposal in the order given below.

CSD has read and responded to the information below. CSD understands that the following documents and responses shall be included in the technical proposal.

A. Bid Security *(to be included with the "Master" proposal)*

CSD understands and will include the Bid Security with the "Master" proposal. Please refer to Tab B.

B. Page 1 of the RFP shall be completed and signed *(to be included with "Master" proposal)*

CSD has included Page 1 of the RFP in its completed form and is in the "master" proposal. Please refer to Tab C.

C. Transmittal Letter. *A transmittal letter prepared on the responder's business stationary must accompany each copy of the proposal. An individual authorized to bind the responder to all statements, including services and prices, contained within the proposal must manually sign the letter accompanying the "Master" proposal (this should be the same individual who signed the Request for Proposals signature page referenced in item B above). The transmittal letter should include the following:*

CSD will develop a transmittal Letter on CSD business stationary and will be included in each copy of the proposal. CSD CEO Benjamin J. Soukup, Jr. is the authorized individual that binds CSD to all statements, including services and prices, contained within the proposal. Dr. Benjamin J. Soukup, Jr., CEO has manually signed the letter accompanying the "Master" proposal. CSD has included the following in the letter. Please refer to Tab D for the transmittal letter.

1. *No cost information shall be discussed in the letter.*

   CSD has not included cost information in the letter.

2. *Certification that the contents of the proposal are true and accurate.*

   CSD will certify that the contents of the proposal are true and accurate.

3. *A statement that upon reaching an agreement with the State concerning any exceptions the responder may have included in the proposal, the responder will execute a binding Contract.*

   CSD will include a statement in the letter that upon reaching an agreement with the state concerning any exceptions CSD may have included in the proposal, CSD will execute a binding contract with the state. Please refer to Tab D for the transmittal letter.

4. *The responder shall identify a person or persons, including address, e-mail address, telephone number, and fax number, to whom all further correspondence or questions should be addressed. If more than one person is identified, the responder shall identify which person should be contacted regarding contractual, technical, scheduling or other questions.*

   CSD will identify a person or persons, including address, e-mail address, telephone number, and fax number, to whom all further correspondence or questions, should be addressed. If more than one person is identified, CSD will identify the person that should be contacted regarding contractual, technical, scheduling or other questions. This information is included in the Transmittal letter in Tab D.

5. *The name, address and telephone number of the person authorized to respond to the State about the trade secret nature of the information.*

   CSD has included the name, address and telephone number of the person authorized to respond to the State about the trade secret nature of the information. Please refer to Tab D for transmittal letter containing this and the above requested information.

D. Affirmative Action Certification. *The form included on page 14 of the RFP shall be used.*

CSD has included the Affirmative Action certification/form, please refer to Tab E.

E. Trade Secret Information Form. *The form included on page 15 the RFP shall be used.*

CSD has included the Trade Secret Information Form and it is in Tab F.

F. Responder's Request for Designation of Trade Secret Material Form. *The form included in Attachment 1 of the RFP shall be used.*

CSD's Request for Designation of Trade Secret Material Form is included in Tab G.

G. Affidavit of Noncollusion. *The form included on page 16 of the RFP shall be used.*

CSD has included the Affidavit of Noncollusion form. Please refer to Tab H.

H. Service and Delivery Form. *The form included on page 17 of the RFP shall be used.*

CSD has included the Service and Delivery form. Please refer to Tab I.

I. Contract Savings and Usage Reports. *The form included on page 18 of the RFP shall be used.*

CSD has included the Contract Savings and Usage Reports that is included on page 18 of the RFP. Please refer to Tab J.

J. Taxpayer Identification Form. *The form included on page 19 of the RFP shall be used.*

CSD has included the Taxpayer Identification Form. Please refer to Tab K.

K. Location of Service Disclosure and Certification. *The form included on page 26 the RFP shall be used.*

CSD has included the Location of Service Disclosure and Certification form. Please refer to Tab L.

L. Technical Proposal Cover Page. *The form included in Attachment 2 of the RFP shall be used.*

CSD has included the Technical Proposal Cover Page that is found in Attachment 2 of the RFP. Please refer to Tab M.

M. Table of Contents.

CSD will include a Table of Contents. Please refer to Tab A for Table of Contents.

N. Executive Summary. *The responder shall prepare an executive summary and overview of the services it is offering. The executive summary shall include statements that demonstrate the responder understands and agrees with the terms and conditions of the RFP and the proposed Contract and an overview of the responder's plan for the provision of relay and outreach services.*

CSD understands that the executive summary shall include statements that demonstrate that CSD understands and agrees with the terms and conditions of the RFP and the proposed Contract and an overview of the CSD's plan for the provision of relay and outreach services. Please refer to Tab N.

O. Technical, Operational and Outreach Requirements. *The responder shall address each Technical, Operational, and Outreach requirement in Sections 5.0 -7.0 of the RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the responder. Proposals must identify any deviations from the requirements of the RFP or requirements the responder cannot satisfy, and they must be listed on the Responder's Exceptions to the RFP (Attachment 3).*

CSD will address each Technical, Operational, and Outreach requirement in Sections 5.0 -7.0 of the RFP and explain how CSD plans to approach each requirement. CSD understands that the proposals must be fully responsive to each requirement. Please refer to Tab O, sub-section 5.0, 6.0, 7.0.

CSD is aware that merely repeating the requirements may be considered non-responsive and may disqualify CSD. CSD will identify any deviations from the requirements of the RFP or requirements that CSD cannot satisfy and they must be listed on the Responder's Exceptions to the RFP (Attachment 3), please refer to Tab P for the completed form.

Any deviations from the requirements of the RFP or any requirement of the RFP that the responder cannot satisfy may disqualify the responder. See Section 8.3 of the RFP.

CSD is aware that any deviation from the requirements of the RFP or any requirement of the RFP that CSD cannot satisfy may disqualify CSD.

P. Responder's Exceptions to the RFP. *Note Section 8.3 of the RFP. If the responder includes exceptions in its proposal, the form in Attachment 3 must be used.*

CSD understands that Section 8.3 of the RFP contains the Responder's Exceptions to the RFP form and that it is to be used if CSD includes exceptions in its proposal. Please refer to Tab P.

Q. Financial Information. *Note Section 2.6 of the RFP.*

CSD has included financial information as outlined in Section 2.6 of the RFP. Please refer to Tab Q for financial information.

R. General Background Information. *Note Section 2.7 of the RFP.*

CSD included the General Background information as found in Section 2.7 of the RFP. Please refer to Tab R.

S. Experience and References. *Note Section 2.8 of the RFP.*

CSD included the Experience and References as found in Section 8 of the RFP. Please refer to Tab S.

T. Subcontractors Information. *Note Section 2.8(B) of the RFP.*

CSD has included subcontractor information as requested in Section 2.8 (B) of the RFP. Please refer to Tab T.

U. Personnel. Note Section 2.9 of the RFP.

CSD has included resumes of its personnel as requested in Section 2.9 of the RFP. Please refer to Tab U.

3.3 Cost Proposal Contents

For the purpose of completing the cost proposal, the State ***does not*** *make regular payments based upon the passage of time; it only pays for services performed or work delivered* ***after*** *it is accomplished.*

CSD understands that the state does not make regular payments based on time, and pays for services performed or work delivered after it is completed.

The following documents and responses shall be included in the cost proposal in the order given below:

CSD will include the following documents and responses in its cost proposal to the state in the order listed below.

A. Cost Proposal Cover Page. *The form in Attachment 4 must be used.*

CSD understands that the form for the Cost Proposal Cover Page in Attachment 4 must be used.

B. Cost Proposal. *The form in Attachment 5 must be used. Do NOT include pricing in the technical proposal.*

CSD has used the Cost Proposal form in Attachment 5 and will not include pricing in the technical proposal.

The responder should state, separately, pricing for the services listed below. The responder shall include any necessary explanations of the price quoted. Session minutes of service, conversation minutes of service and billable minutes of service are defined in Section 1.0.

CSD has stated separate pricing for the services listed below. CSD has included necessary explanations of the price quoted. Furthermore, CSD referred to Section 1.0 for definitions of Session minutes of service, conversation minutes of service and billable minutes of service.

The State will not pay one-time costs at the time of installation; all such non-recurring costs are to be included in the price-per-minute.

CSD understands the state will not pay for one-time costs at the time of installation and that all non-recurring costs are included in the price-per-minute.

1. Basic Relay Service: price-per-minute of service for ***session*** *minutes.*

CSD has included the price-per-minute of basic relay service for session minutes.

2. Basic Relay Service: price-per-minute of service for ***conversation*** *minutes.*

CSD has included the price-per-minute of basic relay service for conversation minutes.

3. Captioned Telephone VCO Service: price-per-minute of service for ***session*** *minutes.*

CSD has included the per-minute price for Captioned Telephone VCO service for

session minutes.

4. *Captioned Telephone VCO Service: price-per-minute of service for* ***conversation*** *minutes.*

   CSD has included the per-minute price of service for Captioned Telephone minutes for conversation minutes.

5. *Price for Outreach Services (see Section 7.0) based on a* ***fixed price*** *per Contract year.*

   CSD has included a fixed price per contract year for Outreach Services as outlined in Section 7.0.

6. *Price-per-minute of service for Basic Relay Service and Outreach Services based on* ***session*** *minutes.*

   CSD has included a per-minute price for Basic Relay and Outreach Services based on session minutes

7. *Price-per-minute of service for Basic Relay Service and Outreach Services based on* ***conversation minutes.***

   CSD has included a per-minute price for Basic Relay Service and Outreach Services based on conversation minutes.

8. *Other services/service enhancements not described in RFP. (See Section 6.14).*

   CSD will comply with giving the state a per-minute price of service for other services/service enhancements not described in this RFP as explained in Section 6.14.

4.0 SERVICE STANDARDS

4.1 Scope of Service

The awarded Contract Vendor shall provide services that are in full compliance with the requirements and intent of Title IV of the Americans with Disabilities Act of 1990, 47 U.S.C. § 225, and Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.605 (at the time of proposal and subsequent to it), which are hereby incorporated by reference as mandatory standards required in the context of this RFP and resulting awarded Contract, whether or not said standards are specifically

mentioned, named, or referred to in this RFP. Where there is a difference between a FCC TRS standard and the standard of a requirement in this RFP, the stricter standard of the two shall prevail relative only to that portion of the standard that differs, except that notwithstanding any stricter standard in this RFP, the standard shall not conflict with federal law.

CSD is proud and pleased to have a strong track record of 10 years in Minnesota of providing services that are in full compliance with the requirements and intent of Title IV of the Americans with Disabilities Act of 1990, 47 U.S.C. § 225, and Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.605 at this time and subsequent requirements or intents established by the FCC. CSD is proud of the fact that we have been providing TRS to various states since 1992 and have been in compliance with all rules and regulations of the FCC since then.

CSD is aware that this applies whether or not said standards are specifically mentioned, named, or referred to in this RFP. CSD will always strive to exceed established requirements and will be happy to work with the state to maintain standard of requirements in this RFP, CSD is aware that the stricter standard of the two shall prevail to portions of the standard that differs from the RFP. CSD will always operate within the boundaries of the law.

Should new or increased TRS standards be mandated during the Contract term, the awarded Contract Vendor will notify the State at least 90 days in advance of implementation. Formal PUC approval of proposed cost increases may be necessary. For the balance of the Contract term (optional years included), the Contract Vendor will bill the State only for the Contract Vendor's incremental costs to implement the new standards.

Should the FCC mandate any new or increased standards, CSD will work closely with the state of Minnesota and notify the state with at least 90 days in advance of implementation. In cases where there are incremental costs to implement the new or increased mandates, CSD will seek formal TAM approval of proposed costs via the Department of Commerce. CSD will also provide costs for the balance of the contract term and optional years as well.

The Contract Vendor will demonstrate how the costs charged to Minnesota compare to those charged to other states under Contract with the Contract Vendor, and will disclose any increased costs being passed on to the Contract Vendor by their subcontractors.

Currently CSD provides direct services to two other states. Neither of these states have samiliar requirements to the state of Minnesota allowing us to compare the requirements. CSD's services in Alaska do not require an in-state center, however they have increased transport costs. CSD's services in the state of South Dakota for an in-state center are for no more than what the FCC requires.

The Telecommunications Relay Services must be responsive to consumer needs and service demands and modifiable for the implementation of technological advancements as they become available.

CSD TRS has a proven track record of 10 years of service in Minnesota. CSD, in partnership with Sprint, provides TRS to 31 states across the country and has proven to be responsive to consumer needs and service demands resulting in modifications being made to the service to make it even better! In working with our TRS partner, Sprint, we are proud of the fact that we were the first in providing VCO, HCO, Sprint Relay Online and the development of VRS are two examples that CSD and Sprint strive to meet the needs of consumer. Consumers are the driving force of TRS and we do everything we can to listen to them.

The Telecommunications Relay Services must provide hearing-and speech-disabled individuals telecommunications access that is functionally equivalent to that which standard telephone service provides to a person without a hearing or speech disability. The service is called "Minnesota Relay", and shall be available to Minnesotans on a full-time basis, 24 hours per day, 7 days per week, 365 days per year. The awarded Contract Vendor shall provide a comprehensive statewide outreach program to educate all Minnesotans about, and promote, Minnesota Relay services.

CSD is dedicated to providing functionally equivalent telecommunication relay services to hearing – and speech-disabled individuals. CSD is a strong proponent of having a telephone service that is equal to service provided to a person without hearing or speech disability. CSD is committed to operating the Minnesota Relay on a 24/7, 365 days a year, CSD has a comprehensive statewide outreach program in place to promote and educate Minnesotans of their service. Please refer to Section 7 of the RFP for complete details on how CSD will comply with this requirement.

In accordance with Minnesota Statute § 237.54, Subd. 2(b), the Contract Vendor shall operate the Minnesota Relay within the State of Minnesota. The State will allow the Contract Vendor to process Spanish, Speech-to-Speech and captioned telephone VCO relay calls from centers located outside of the State of Minnesota.

CSD has been operating the Minnesota Relay from it's state-of-the-art TRS center in Moorhead, Minnesota for the past 10 years. We hope to continue to operate the TRS center for an additional 10 years. CSD will offer Spanish, Speech-to-Speech and captioned telephone VCO relay calls from our other centers across the country. CSD appreciates the state's willingness to do so as this greatly assist with operating the service at more efficient levels.

Each proposal shall include a comprehensive description of how the responder proposes to provide relay & outreach services that meet each requirement. If the description varies for different forms of relay services (i.e. traditional relay, STS, Spanish, captioned telephone VCO), the responder shall state how it will meet the requirement(s) for the different forms of relay services.

CSD is pleased to include a comprehensive description of how CSD proposes to provide relay & outreach services that meet the RFP requirements. Please refer to Section 7 for complete details.

First Proposal Clarifications/Corrections. *1. Page 126 (RFP Section 4.1 paragraph 7) Paragraph 7 asks for a comprehensive description of how the responder proposes to provide relay and outreach services. CSD's response says "Please refer to Section 7 for complete details."*

Section 7 covers outreach services only and not relay services. CSD needs to also respond to how they propose to provide relay services.

CSD would like to submit the following statement in response to RFP Section 4.1 paragraph 7). CSD provides relay services by offering a service that will allow a person who utilizes a text telephone (TT) to make telephone calls. Text telephones are machines that communicate with other text telephones in text over the traditional telephone land wire. This allows deaf and hard of hearing people the ability to communicate with each other over the telecommunications network. However, users can only communicate with the other person that also has a text telephone.

This presents a challenge for a text telephone user to communicate with someone who does not have a text telephone. In order to communicate with a person who does not have a text telephone, the user will call a relay center to have a Communication Assistant (CA) "relay" their call.

Text telephone users are people who are deaf or hard of hearing and are not able to make traditional voice telephones to speak or hear over the telephone. Some people are able to speak for themselves but are unable to hear what is being said on the other end.

Here's how it works. A text telephone user will call a toll free 800 number or dial 711 to access a relay center. When reaching a relay center, a Communications Assistant (CA) will answer the call using sophisticated computer technology that is able to communicate with the text telephone user. The user gives the CA the telephone number they wish to call. The CA will then dial out the number. When the other party answers the phone, the CA will type to the user what is being said, and in turn, voice whatever the user wishes to say to the called party. This is called "Relay."

Here is an example of a call.

Text user: Picks up telephone or turns on text machines that have direct dial capability and dials 711 (or the toll free 800 number) to reach the relay center.

Communication Assistant staffed in a relay center will answer the call with (in the case of Minnesota Relay):

Minnesota Relay, CAXXXX(F or M) here, nbr calling please GA

(Note: CAs are required to identify themselves by a number and their gender. Numbers are used to protect the identity of the CA for transparency's sake. CAs are to remain transparent when relaying calls. By using a number, the notion of having a third person on the line is lessened and callers often feel more comfortable not knowing "Jennifer" is relaying his or her call. The "GA" means that when using a text telephone, to signal that you are done typing your text, "***GO AHEAD***" or "***GA***" is used to signal to the other end that typing is done and ready to receive a response)

Text user: ***Hi, please call xxx-xxxx GA***

CA: ***Thank you, dialing... ringing... 1... 2... 3... answered (M) Hello, John here GA***

Text user types: ***HI John, it's Joe, how you doing these days? GA***

CA voices: HI John, it's Joe, how you doing these days? Go Ahead

The CA will voice what the text user has typed to John. John responds to the caller, and the CA will type whatever John says to the text user.

John: ***Hi there, Joe, I'm doing good and getting ready for the weekend, I'm looking forward to going to the auto show with you. You have everything ready? GA***

CA types: ***Hi there, Joe, I'm doing good and getting ready for the weekend, I'm looking forward to going to the auto show with you. You have everything ready? GA***

Text user types: ***Great, me too. Yes, I have everything ready. The car is gassed up and Mary packed lunch for us. What time do you want to leave on Saturday? GA***

CA Voices: Great, me too. Yes, I have everything ready. The car is gassed up and Mary packed lunch for us. What time do you want to leave on Saturday? GA

John: Let's leave at 8 am and be there by 9:30 so that we can get in early and take our time to look at the cars. Please tell Mary thank you for the lunch. GA

CA types: ***Let's leave at 8 am and be there by 9:30 so that we can get in early and take our time to look at the cars. Please tell Mary thank you for the lunch. GA***

Text user types: ***Mary says you are welcome. I'll pick you up and we'll get coffee on the way. See you Saturday at 8 looking forward to it. Thanks. GA or SK***

(When a text user is done with the conversation, "Stop Keying" or "***SK***" signals the other end that the caller is ready to hang up.)

CA Voices: Mary says you are welcome. I'll pick you up and we'll get coffee on the way. See you Saturday at 8 looking forward to it. Thanks. GA or SK

John: ***OK sounds good. See you bright and early Saturday! SKSK***

(A double ***SKSK*** signals that the caller will hang up)

CA types: ***OK sounds good. See you bright and early Saturday! SKSK (hung up) CAXXX(M or F)***

(Due to user demand and preference, CAs are required to identify their CA number and their gender at the beginning and end of each call. This helps facilitate identity of the CA in case a user wants to lodge a commendation or complaint.)

CA types: ***Another call?***

Text user types: ***No, that's it. Thanks, have a good day. Bye SKSK***

(At this point, caller is free to hang up. Some times, they'll wait to receive confirmation of the double ***SKSK***.)

CA types: ***You are welcome, have a good day also. SKSK***

Text user hangs up.

When the call is complete the CA will process the call by pressing a "re-set" on their keyboard, this will send call details to the database. NO record of the actual conversation is saved. Confidentiality rules require that the equipment wipe out any trace of the conversation and only the originating telephone number, the terminating number, and the length of the call is sent to the database for billing purposes.

CSD does this process by building a relay center utilizing the latest state-of-the-art telecommunications equipment. The relay center is staffed by a management team, support staff, trainer, technician and most importantly, Communication Assistants.

In operating a relay center, tremendous effort goes into making a relay call a pleasant experience for the caller. CAs are well trained in the processing of calls, able to type at least 60 words per minutes (as required by the FCC), be able to voice the typed text with inflection and emotion with the goal of making the call more personable as opposed to a robotic type reading of text. Being a CA is not as easy as it looks and it takes a team of dedicated professionals to make a relay call go smoothly, easy, and fast.

There are many regulations associated with the provision of relay services that have been set by the FCC and providers are required to adhere to. Details of these regulations and the technology that makes relay calling possible are outlined in Section 5.0 and 6.0 of our response to the

Minnesota Relay Service RFP.

There are several different types or features of "relay" calls that callers can make, some of the common features of relay services today include:

Voice Carry Over
People have preferences in how they communicate. As mentioned, many people can speak, but cannot hear, thus, they will utilize a feature of relay called "voice carry over (VCO)." VCO means that a text user can call the other person and speak for themselves, and read what is being said by the other party via the CA typing. There are various features with in the VCO feature of relay.

Hearing Carry Over
Some people are able to hear, but unable to speak due to a speech disability and will utilize relay by having the CA to type what they want to say, and listen directly from the caller. This feature is known as "hearing carry over (HCO)."

Speech to Speech
There are people who are unable to type, but can hear and speak. Users of Speech to Speech include people who have severe disabilities and are unable to speak clearly, or are able to type. Speech to Speech is a highly specialized service with CAs trained in the ability to hear distorted speech and will voice what the caller is trying to say to the other party.

Spanish Language Translation
There are many people who know Spanish and are not able to communicate in English. Spanish Language Translation will allow a caller to utilize CAs that are fluent in the Spanish Language to call those who know Spanish only. In some cases, a deaf person who knows English will call a hearing person who knows only Spanish; CAs will then "translate" either language. This feature is offered by CSD as part of the overall relay service offering. This includes 24 hour Spanish Customer Service Translation.

Captioned Telephone VCO Service
Is a service that many hard of hearing people like to use. This service is a different form of "relay" where a user will utilize a machine that looks like a regular telephone but with a LCD screen where the caller will be able to read what is being said on the other end. The difference between traditional relay service and captioned telephone is that a user will dial the number they wish to call directly, the call is automatically routed to a captioned telephone center and "intercepted" by an agent, who then joins the call as an "invisible CA." This feature is extremely popular with people who have either lost their hearing later in life, or are not "culturally" deaf or

not hard of hearing, they are usually "outside" the traditional deaf population.

This is an example of a Captioned Telephone VCO service call.

Caller picks up the handset on the captioned telephone and dials the number he/she would like to call.

The call is routed through the captioning call center, where an agent will join the call, anonymous to both the user and called party, and is ready to "re-voice" what is being spoken when the called party answers the phone.

The caller says: "Hello, this is Mike." (this shows up as text on the captioned telephone user's phone. This is possible by having the agent re-voice what Mike said, into a voice recognition computer which sends the text to the captioned telephone. To utilize voice recognition, computers will use software programs that have been "trained" by the agent to understand the agent's speech nuances and patterns. Voice recognition software will translate what is spoken into text.)

Caller: (In his or her own voice) Hi Mike, this is Carol, what are you doing today?

Mike*:* I'm doing the books! And I hate it, it's the worst part of the job. UGH... what are you up to?

(Whatever Carol says, the agent will re-voice it and the voice-recognition software will translate the statement into text, sending the text to the captioned telephone and the statement shows up on the user's LCD screen on the telephone. This process is totally transparent to both ends of the call. No one will know this service is utilized unless the caller tells the called party of this). The user can also hear everything their caller is saying at the same time they are reading it on their captioned telephone.

Carol*:* Ohhhh, I don't blame you, I hate doing the books too. Listen, I called you today to talk about.....

(The conversation goes on between Carol and Mike with the agent re-voicing whatever Mike says, and Carol reading the text on her telephone and hearing what Mike is saying at the same time. There is some delay in the conversation as the voice recognition software translates the re-voiced statements into text).

When the call is over, both callers simply hang up. Captioned telephone is as close to traditional

telephone calling as one can get. However, callers must be able to speak for themselves to utilize this service.

As our society becomes more and more individualized, people are demanding services that fit their communication needs. CSD and it's partner, Sprint are at the forefront of developing specialized relay services and is pleased to be able to offer the above services to the State of Minnesota. CSD would like to direct your attention to Section 5.0 – Technical Requirements and Section 6.0 - for more detailed information and in depth descriptions of the features available for those who use Relay services provided**.**

4.2 Compliance with RFP Specifications

The Contract Vendor must establish and operate the Telecommunications Relay Services in compliance with specifications outlined in this RFP. The establishment of this service must include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of Minnesota Relay services.

CSD understands that we must establish and operate the TRS in compliance with specifications outlined in the RFP. CSD further understands that in establishing this service it will be CSD's responsibility to make sure that provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program needs for implementation and operation of Minnesota Relay are included.

5.0 TECHNICAL REQUIREMENTS

5.1 Primary Location

Minnesota Stat. § 237.54, Subd. 2(b) requires the TRS provider to operate the relay service within the State of Minnesota. The State will allow the Contract Vendor to process Spanish, Speech-to-Speech and captioned telephone VCO relay calls from centers located outside of the State of Minnesota.

CSD will locate the Minnesota Relay Center within the state of Minnesota at it's current location in Moorhead, Minnesota. CSD has operated Minnesota Relay out of this location for the past 10 years and looks forward to continuing its operations there. Four years ago this center was re-built in partnership with the state of Minnesota. Currently the Moorhead center handles traffic not only for the state of Minnesota, but TRS traffic for other states.

Responders shall indicate which types of relay calls will be processed at the in-state

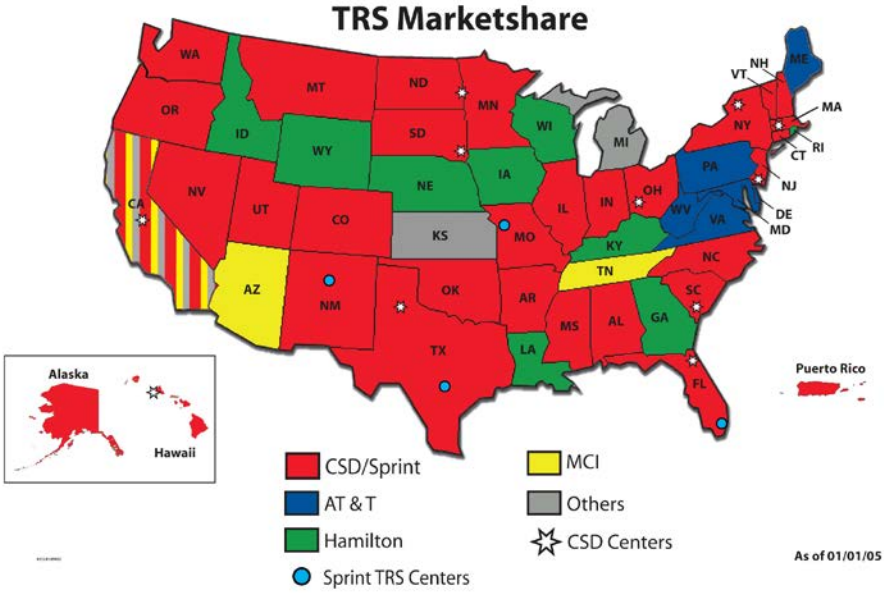
center, and which call types (if any) will be processed outside of Minnesota. For any call type processed outside of Minnesota, please indicate the relay center location(s).

The Moorhead center employs high caliber of skilled, experienced, and knowledgeable staff. The Moorhead center process all TTY, ASCII, Voice, VCO and all other types of standard TRS calls. Spanish and Speech-to-Speech calls are handled at other locations in order to increase efficiencies and bring the best cost value to the state of Minnesota.

Spanish traffic is typically handled in one of several centers in the network, including Jacksonville, Florida; Miami, Florida and Austin, Texas.

Our Speech-to-Speech traffic has been isolated in order to provide the highest quality of service to our customers with a specially trained workforce. Speech-to-Speech traffic is currently routed to the Dayton, Ohio relay center. We would recommend that the state of Minnesota continue to have the STS traffic processed in our centers that have mastered this skill set.

CSD intends to route 20% of Minnesota standard TRS traffic to our other centers across the United States, please review the map below identifying our other locations.



First Proposal Clarifications/Corrections *2. Page 129 (RFP Section 5.1 paragraph 2). This section asks responder to indicate where relay calls would be processed.*

CSD does not address where captioned telephone VCO calls will be processed. (CSD covers this on pages 134-146, but it should be stated in this section.)

These calls will be handled in the Ultratec Captel Center in Madison, Wisconsin.

5.2 Percent of Traffic Handled in Minnesota Center

The successful responder shall indicate the percentage of Minnesota Relay traffic that will be handled at the Minnesota in-state center on a monthly basis.

CSD understands the importance of using a local staff to handle the majority of calls for the state of Minnesota. During the past 10 years, CSD has on an average, handled more than 80% of the Minnesota traffic in the state of Minnesota. CSD will continue to commit in providing at least 80% of the Minnesota traffic in-state.

First Proposal Clarifications/Corrections *3. Page 130 (RFP Section 5.2) "Successful responder shall indicate the percentage of Minnesota Relay traffic that will be handled at the Minnesota in-state center on a monthly basis."*

CSD states that they will commit to providing at least 80% of Minnesota Relay traffic in-state.

a. CSD does not mention what types of relay calls are included in this 80% figure (on the top of the page, under 5.1 paragraph 2, they state that they "intend to route 20% of Minnesota standard TRS traffic to our other centers across the United States . . .". However, the State does not have a definition of "standard" TRS traffic, and CSD does not detail the percentage in Section 5.2, which is where the percentage detail belongs). Is 80% for all call types?

CSD will route 80% of all calls that are not specialized, such as CapTel, Speech to Speech and Spanish services. Thank you for the opportunity to clarify this response.

b. Minnesota is not requiring any certain percentage of Minnesota Relay calls to be processed at the in-state center. We simply ask the responder to state what percentage they will handle in-state. If CSD's rate-per-minute is based on 80% of calls being processed in-state, then we would like a price-per-minute for lower percentages (i.e. 30%, 40%, 50%, 60% & 70%).

CSD has priced the business in this RFP at what it believes to be the most efficient % of traffic to be handled in-state as well as out of state. CSD believes that by requiring 100% of the traffic to be handled at the Moorhead center with the 90/10 service level requirements, the overstaffing required to meet this will require costs to increase substantially. CSD also believes that the state will lose efficiencies by dropping below a benchmark % of traffic to be handled in-state there will not be sufficient traffic to cover the costs of the labor and facility required to provide an in-state solution. CSD believes that the in-state % is a number that has to be worked on and looked at continuously to ensure that Minnesota is providing its service from it's own in-state center, yet

achieving the best efficiencies. If there is a desire for a Best and Final Offer (BAFO), CSD would be more than happy to respond to that request with a new look at its pricing.

5.3 Announcement of Call Type and Explanation of Services

The Contract Vendor must develop announcements for all explanations of service for each call type provided to Minnesota Relay users. All call announcements and explanations of service must be submitted to the State for review. The State reserves the right to modify call announcements and explanations of service at any time.

CSD will submit all standard announcements for each call type to the state for review upon award of contract. Below is a sample of one of our standard call announcement.

"Hello. A person (or name) is calling you through (STATE ID). This is CA XXXX. Have you received a relay call before?"

All announcements and explanations are shared with the state and reviewed on a periodic basis. CSD understands that the state has the right to modify call announcements and explanations of service at any time.

5.4 Call Types Required

The Contract Vendor is required to provide the following types of TRS calls, and shall be required to process the following call types in a manner that allows users of each call type to initiate or receive a call using their preferred call type mode. All dedicated lines for specific types must be answered first in that call type while having the ability to switch to any other call type when needed by the inbound caller:

1. *Text-to-Voice*
2. *Voice-to-Text*
3. *Voice Carryover (VCO)*
4. *2-Line VCO*
5. *VCO-to-TTY*
6. *VCO-to-VCO*
7. *Hearing Carryover (HCO)*
8. *2-Line HCO*
9. *HCO-to-TTY*
10. *HCO-to-HCO*
11. *VCO to HCO*

All dedicated lines that are a specific type of call, will be answered first in that call

type. Call types we handle include the ones listed below. CSD will make it possible for the user to have the ability to switch to any other call type when needed by the inbound caller.

- Voice-to-Text
- Text-to-voice
- VCO
- Two-line VCO
- VCO-to-TTY
- VCO-to-VCO
- HCO
- Two-line HCO
- HCO-to-TTY
- HCO-to-HCO
- VCO-to-HCO

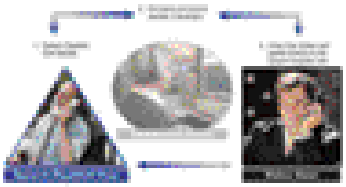
12. Speech-to-Speech (STS)

STS users must be able to communicate with any and all relay users to include but not be limited to, VCO, HCO, TTY, 2-Line VCO, other STS users, or standard phone users.

STS users are able to communicate with any and all relay users including VCO, HCO, TTY, 2-Line VCO, other STS users, or standard phone users. CSD will provide a new 800 number for 2-line VCO users in the state of Minnesota.

CSD and Sprint were the first Relay providers to offer STS trials in California and Maryland before the FCC mandated the service in 2000. This Relay enhancement enables a Speech-Disabled person to use his/her voice or voice synthesizer, rather than a TTY, to communicate on the telephone. Specially trained CAs function as voice facilitators for Relay users with Speech-Disabilities who have trouble being understood over the telephone. STS is included as a standard feature of CSD's service offering.

Please see an illustration of STS call-processing below:



First Proposal Clarifications/Corrections *4. Page 133 [RFP Section 5.4 (12)]. In first paragraph of CSD's response, CSD states "CSD will provide a new 800 number for 2-line VCO users in the state of Minnesota."*

CSD does not include a cost for this additional 800 number in their cost proposal, so the State assumes that there would be no cost to the State for this provision. The State typically owns relay 800 numbers so that if a new provider is chosen, Minnesota Relay's 800 access telephone numbers transfer to the new provider, and there is no confusion to relay users. Would the State retain ownership of the new 800 number for 2-line VCO service?

The state would retain ownership of the number and there would be no cost to the state for the implementation of the number.

13. Spanish Language Translation
The Contract Vendor shall provide Spanish to Spanish language translation.

Spanish language translation features are included as part of the standard features offered by CSD.

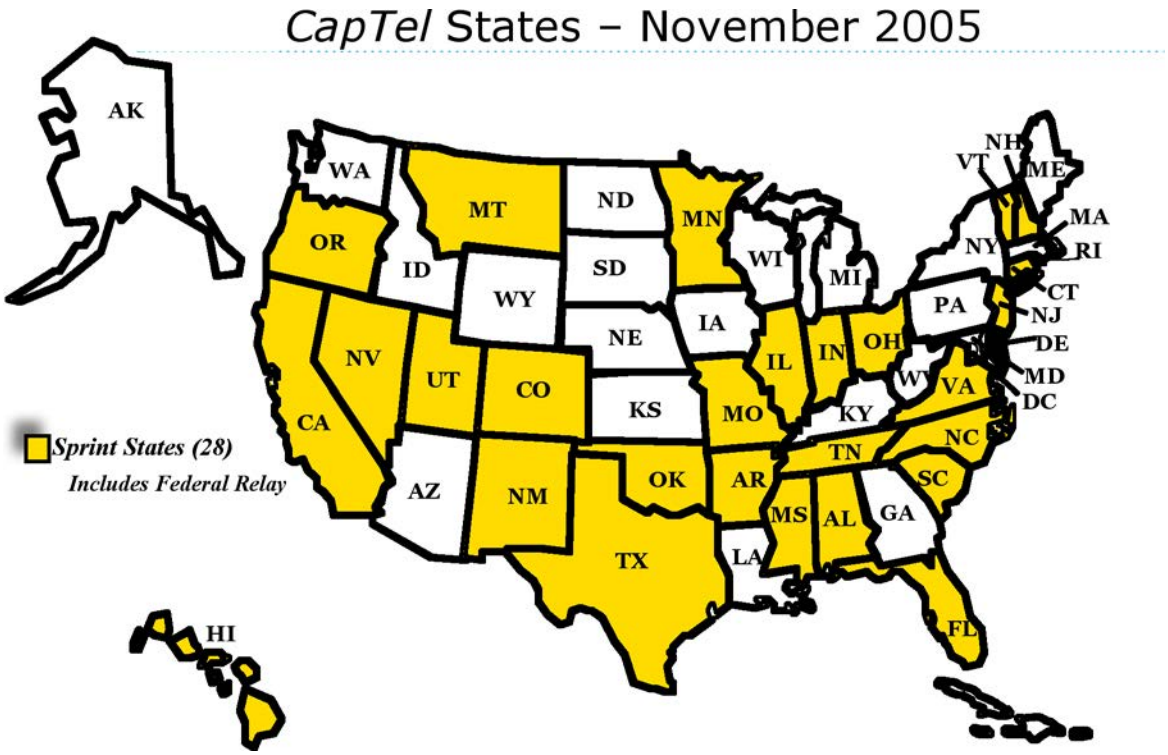
First Proposal Clarifications/Corrections *5. Page 133 [RFP Section 5.4 (13)]. The State (and the FCC) requires Spanish to Spanish language translation only.*

If CSD intends to also provide Spanish to English language translation (at no cost to the State), then they should state that here so it is included in contract.

CSD will provide these services at the same rate they are providing Spanish to Spanish and no additional charges will apply for these translation services.

14. Captioned Telephone VCO Service (CapTel™ or its functionally equivalent service) If an equivalent service is provided it must be compatible with the existing CapTel telephones currently in use by Minnesota Relay users.

On January 1, 2004, Sprint was the first Relay Provider to begin providing full CapTel Relay Service nationwide. This service is fully compliant with FCC minimum requirements and qualifies for compensation as outlined by the TRS Interstate fund. Sprint is proud to offer CapTel Service as a full-fledged feature of its Telecommunications Relay Service. Sprint is the most experienced CapTel Provider in the nation with 27 State contracts. Sprint began with providing CapTel Service on a trial basis in June, 2002.



CapTel is an innovative offering utilizing specialized equipment and voice-to-text technology to provide Relay for people who are Profoundly Deaf and able to speak, late-Deafened, Cochlear Implant users, VCO and 2-Line VCO Users, amplified phone users, and Hard-of-Hearing individuals who have difficulty understanding speech over the telephone. CapTel is an alternative type of VCO (Voice-Carry-Over) and in general terms is known as 'Captioned Telephone VCO'.

CapTel permits the Relay user to simultaneously hear what the other party is saying (depending on the degree of hearing loss the user may have) and read what the other party is saying. In the context of traditional Relay, the only way to achieve similar functionality – hearing and reading simultaneously – is by using 'two-line VCO' (2LVCO), which requires two telephone lines, three-way calling,

the ability to set-up the call, and the cognitive ability to do so quickly before the call is disconnected.

CapTel Relay Service works by incorporating the very latest in Voice-Recognition Technology into a system that allows for complete user control. CapTel users place calls in the same manner as a traditional call. The CapTel telephone automatically connects to a CapTel Captionist (a CapTel Relay CA). There is no call set-up, or interaction between the Relay CA and either user. CapTel Relay Service is the closest thing to direct communication on the telephone. CapTel service allows the following:

- No call set-up
- Natural conversational flow with invisible/transparent CA
- High speed of transcription
- High Accuracy Rate

CSD and Sprint will work with the State of Minnesota to maintain and enhance CapTel Relay Service for Enhanced VCO users in the State.

The following is required for the provision of Minnesota CapTel Relay Services:

- A CapTel telephone designed specifically to interact with CapTel Relay to display Captions simultaneously, along with spoken conversation.
- A Relay Service that provides the Captions using advanced CapTel Voice Recognition Technologies.

CAPTEL SERVICE SPECIFICATIONS

CapTel Services are provided by CapTel, Inc., an Ultratec company. CapTel Inc. will manage the CapTel Service Center with traffic carried on the Sprint network. CSD will be responsible for coordinating and managing all aspects of CapTel Services with Sprint for Minnesota, and will be the State's single point of contact.

CSD and Sprint offers the following assurances with the provision of CapTel Services:

- 24 hours-a-day, 7 days-a-week accessibility
- Adequate staffing to provide CapTel users with an average speed-of-answer of 10 seconds or less for 85% of calls on a daily basis.

- Compliance with P.01 GOS (Grade-of-Service)
- Access to their chosen Interexchange Carrier
- Routing of emergency calls to the appropriate PSAP
- Alternate billing arrangements, such as:
- Collect
- Third Party
- Person-to-Person
- Calling card
- Credit card
- 900 number services
- Auxiliary power for operation during commercial power failure
- Spanish-to-Spanish language calls

NETWORK CALL TYPES SUPPORTED BY CAPTEL

The CapTel Service will allow CapTel users to place all network call-types commonly supported by Relay including but not limited to:

- Intrastate
- Interstate
- Toll-free
- 911
- Pay-Per-Call Services

CALLS NOT APPLICABLE OR NOT PROVIDED WITH THE CAPTEL TECHNOLOGY

- Coin-sent calls
- Non-English language calls except Spanish language calls
- Relay calls which are not CapTel calls including, but not limited to:
- VCO
- HCO
- STS
- Video Relay Services (VRS)
- 2-line VCO
- TTY

REPORTING REQUIREMENTS FOR CAPTEL SERVICES

CSD and Sprint will maintain records regarding the number of CapTel Service session minutes for the State of Minnesota. CSD will provide to the Telecommunications Access Minnesota with the following monthly reports:

- The total number of CapTel Service session minutes delivered to the State by CSD and Sprint for the previous month.
- CapTel Service session minutes per-call totaled by day, week and month.
- Average Call Information (per month)
- Average call set-up time
- Average conversation time
- Average wrap-up time
- Average number of CapTel Service session minutes per user (per month)
- Highest number of CapTel Service session minutes for one user (per month)
- Total CapTel Service session Minutes breakdown by:
- Interstate
- Intrastate
- Toll-free (for outbound calls)
- Customer Service complaint reports and description, tracking number and date of the complaint, etc.
- Any other information required for FCC compliance.

Below are some comments we have received from CapTel users in (specific identifying information has been removed):

3/24/04 - Email communication from CapTel user
"I really love CapTel and only use my TTY to converse with my deaf friends and family members who are deaf. I use CapTel with my clients and in all my business needs. I feel more accepted in the hearing society."

3/15/04 - Email communication from CapTel user
"I have thoroughly enjoyed using the CapTel, and most of my friends have been very excited to receive calls from me. I lost my hearing when I was 6 years old, and one of the first calls I made when I received CapTel was to a childhood girlfriend who was the last person I ever spoke with on the telephone 54 years ago. Yes, we both cried."

4/14/04 - Email communications from daughter (in Colorado) of CapTel user (unidentified)

"Dear CapTel people,
I just got a telephone call from my mother, who has just gotten CapTel service under a program, I believe, by the state. I can't tell you how excited I am to be able to talk with her, after two years of silence since her hearing worsened substantially. I'm her only surviving child, and we live hundreds of miles apart, so she has been felling pretty isolated. I can tell from the quality of her voice that this service is doing wonders already for her morale.

This was the only email address I could find on the Web, so I hope the service dept. will forward this heartfelt thank you to all the people who deserve it."

This CapTel user has sent a number of wonderful comments on CapTel. Here is the most recent on *8/6/04*
"This phone has made positive changes in my life. I was not able to perform the duties of my job before I entered the CapTel trial because I could not meet the demands of the public need for direct contact with me at the other end of the line. I am receiving a promotion soon based on my abilities. Foremost among these is my ability to handle communication contact by CapTel.

The people who have profound hearing losses yet talk whom I have demonstrated my CapTel to say one thing: "I want that CapTel phone!"

Again, I want you to know how much I, and the staff and consumers of the Center for Independent Living appreciate ... this CapTel phone. It is an outstanding development which both Thomas Edison, who had a severe hearing loss, and Alexander G. Bell, who had a hearing-impaired family member, would have marveled at!"

8/23/04 Email communications from CapTel user
Hello,
"I just wanted to say thank you!!!!!! Bless the people who developed the WONDERFUL phone!! I obtained my phone thru the Relay."

I have been unable to use the phone for most of my life. Imagine, being a high school student and not being able to call your girlfriends? Imagine going away to college and not being able to call your parents, and finally a professional librarian who had to give up a job she adored and waited for 7 years because she couldn't use the phone any more. This is all true of me.

I used to describe this phone to every phone person I ever met. A TDD was of no use to me because I have CP and it's hard for me to type fast and also I deal with the hearing world. I have been told I speak well so all I need was a captioned phone.

I just wanted to say thank you for making my dream a reality.

My only regret is that my mother did not live to see this. She would have been so happy!"

9-12-04 Email from CapTel user to help her brother in CA get CapTel; she then wrote
"I am a CapTel user myself and have been since June of 2003. I can't imagine being without it. It has become my best friend. I honestly can't thank you enough for making this possible for me. My life is now a better one because of this wonderful opportunity that was given to me. I have regained confidence in myself. I can now accomplish more things by myself and I am once again a more independent person because of this. I think the CapTel phone is the 8th Wonder of the World.

Knowing how much it has helped me, I want my brother to have this same opportunity. My brother and I have the same type of hearing lost and we both have excellent speech. Knowing how much the phone has helped me, I also want my brother to experience this modern technology for himself. I want him to see for himself what he already knows that he has been missing out. "

CAPTEL FCC ORDER

On August 1, 2003, the FCC declared CapTel an enhanced VCO service and as such, a TRS eligible for compensation through the Interstate TRS Fund under TRS rules. This ruling allows Providers of TRS to be compensated for interstate CapTel minutes. This enables CSD and Sprint to provide CapTel to Minnesota at competitive rates.

CSD and Sprint meets all the minimum standard requirements mandated by the FCC. Although all minimum standards must be met, the FCC has granted CapTel waivers which acknowledge that some standards do not apply. Requirements that received waivers are listed below:

- Speech-to-Speech (STS) Requirements
- Hearing-Carry-Over (HCO) Requirements
- Minimum requirements for CAs
- Interpretation of typewritten ASL
- Oral-to-type tests (replace with oral-to-text tests)
- Not refusing single or sequential calls
- Gender preferences
- Interrupt Functionality
- Call Release
- ASCII and Baudot

Additionally, certain requirements in this RFP that apply to Relay do not apply to CapTel. In addition to the service specifications and other information provided in this proposal that override the requirements in this RFP as they pertain to Relay, liquidated damages for failure to meet performance requirements are waived pertaining to CapTel service.

SPRINT'S CAPTEL CONTRACTS

Sprint provides CapTel Relay Service 24-hours a day, 7 days-a-week, with all billing services and emergency access currently available through Relay.
The following states and government agencies have contracted with Sprint to provide CapTel Services in either trial phases or as full service offerings:

- Hawaii
- Illinois
- Colorado
- Indiana
- Virginia
- California
- New Mexico
- Connecticut
- New Jersey
- Federal Relay
- Utah
- Vermont
- New Hampshire
- Tennessee
- Oregon
- Minnesota
- Alabama
- Arkansas
- Florida
- Missouri
- North Carolina
- Mississippi
- Ohio
- Montana
- Texas
- Nevada
- Oklahoma

First Proposal Clarifications/Corrections *6. Page 135 [RFP Section 5.4 (14)]. In paragraph 3 of CSD's response they state that "There is no call set-up . . ." with CapTel.*

The State currently pays for CapTel based on session minutes, which includes call set-up and wrap-up. The State would like CSD to clarify CapTel call set-up (are there call set-up minutes incorporated into session minutes billed to the State, though call set-up is transparent to user? Or is CSD asserting that there are absolutely no call set-up minutes associated with CapTel calls?)

CSD is not indicating that there is no call set up, but rather the session minute of a call includes call set up as well as call wrap up. The call set up for a CapTel call is rather short, however does exist in these cases. CSD hopes that we were able to clarify that misunderstanding and apologizes for any confusion we may have caused.

First Proposal Clarifications/Corrections *7. Page 136 [RFP Section 5.4 (14)]. Under the heading of CapTel Service Specifications, bullet point #2, CSD lists "Adequate staffing to provide CapTel users with an average speed-of answer of 10 seconds or less for 85% of calls on a daily basis."*

Minnesota's requirement in Section 5.30 (c) is for 90% within 10 seconds. CSD does not list an exception to this requirement for CapTel, and as such, CapTel must meet an ASA of 90/10. The 90/10 requirement should not be a problem as CapTel's ASA is currently much faster than basic relay (typically less than 2 seconds).

Currently CapTel is contractual provided by UltraTec at the FCC requirements of 85/10. Requests to have 90/10 as a contractual requirement with this product that is still in its' beta and deployment stages has not been something that the providers of this service are open to exploring until the market has been deployed to the general public and traffic patterns have been proven. Although the monthly service results as provided by CSD's technology provider and CapTel outsourcer have continuously been above the 90/10 level in the past year of service to the state of Minnesota. CSD does kindly request an exception to this requirement by the state of Minnesota and has attached the exceptions with this included.

First Proposal Clarifications/Corrections *8. Page 138 [RFP Section 5.4 (14)]. CSD provides a section titled "Reporting Requirements for CapTel Services": The State is not asking for this information in this section; reporting requirements are found in Section 6.9.*

On page 138, CSD states that it will provide the State with CapTel service "session minutes" for a number of reports. The State also requires reporting of conversation minutes (especially if the

State contracts for CapTel based on conversation minutes of service). If CSD wanted to file exceptions to the reporting requirements found in Section 6.9, they should have done so. Stating CapTel reporting requirements here, under the section for Call Types Required, does not release CSD of responsibility to meet CapTel reporting requirements under Section 6.9.

8. Below are the existing reports that are generated for our CapTel services. These reports will be made available to the state.

Reporting Requirements for CapTel Services:
CTI will maintain records regarding the number of CapTel Service Conversation Minutes for each State Program. CTI will provide Sprint with the following reports for each State Program once each month:

1. The total number of CapTel Service Conversation Minutes delivered to each State Program by CTI for the previous month
2. CapTel Service Conversation Minutes per call totaled by day, week and month
3. Average Call Information (per month)
   - 3.1. Average call set-up time
   - 3.2. Average conversation time
   - 3.3. Average wrap-up time
4. Average number of CapTel Service Conversation Minutes per User (per month)
5. Highest number of CapTel Service Conversation Minutes for one user (high water mark) (per month)
6. Total CapTel Service Conversation Minutes breakdown by:
   - 6.1. Inter-state
   - 6.2. Intra-state
   - 6.3. Toll free (for outbound call)

These reports are in ongoing development and CSD would like to offer the state of Minnesota a position of advisory to our technical partner, Sprint on what reports would be most beneficial to the states that currently provide CapTel services.

First Proposal Clarifications/Corrections *9. Page 143 [RFP Section 5.4 (14)]. CSD states that "In addition to the services specifications and other information provided in this proposal that override the requirements in this RFP as they pertain to Relay, liquidated damages for failure to meet performance requirements are waived pertaining to CapTel service."*

THIS IS NOT TRUE. The only waivers are for the mandatory minimum requirements that the FCC has waiver for CapTel; and these waivers could be changed by FCC at any time.

Liquidated damages outlined in section 8.7 do apply to CapTel services.

CSD understands that the liquidated damages apply to CapTel services and CSD is ready and willing to accept those liquidated damages as a part of the contract.

15. 2-Line Captioned Telephone VCO Service (CapTel or its functionally equivalent service)

CSD is pleased to offer Minnesota 2-Line CapTel (2LCT) as a feature included in their standard CapTel service offering. This revolutionary new service enables users the ability to use two telephone lines to support both voice and data (captions) connectivity. One line handles the voice connection between the CapTel user and the called-party. The other line acts as the data connection that allows captions to be displayed on the CapTel phone.

The Minnesota user will receive all the benefits of the standard telephone service with 2LCT. With a purchase of a second phone line, CapTel users are able to receive calls directly, as with standard telephone services. Extension phones in the house can be used at the same time and the user can choose to see captions at any time during a call or turn them off. In addition, users can enjoy all standard telecommunication features, including billing and Carrier-of-Choice. Users also benefit from the following LEC call options:

- Call-Waiting
- Three-Way Calling
- Caller ID
- Repeat Dialing
- Automatic Call-Back
- Call Screening

Because 2LCT uses separate voice and data connections, it offers the most efficient way to access Emergency Services via 911 response Centers. With 2LCT, the user is connected directly to 911 on a standard voice connection. The captions are connected on the second line. When using 2LCT to call 911, the call is connected:

- In the fastest time
- To the most appropriate 911 Center every time
- With a reliable voice grade connection

- With full speed captions

The Two-Line CapTel offering includes the payment of some interstate minutes. For inbound Two-line CapTel calls, there is no way of knowing where the call came from. The Two-line CapTel phone receives an inbound call directly on the primary telephone line of the CapTel user in the same way any other telephone would receive a call. Next, the CapTel phone dials the CapTel Relay Center on the second line. For residential phone service, there is no information available about the original calling party that could be forwarded with the call to the CapTel Relay Center on this second line. Therefore, due to this limitation of residential phone service, it is not possible to identify if the call is an intrastate, interstate, or toll free call.

As part of the Two-Line CapTel offering, the State would be responsible for covering the per-minute cost for all incoming Two-Line CapTel calls, both inter-state and intra-state. This is comparable to precedents set in the past by toll-free 800-service and 900 Pay-Per-Call Services that were the responsibility of the States until a ruling was made by the FCC. This requirement is a product requirement, and is not specific to any Provider of Relay.

FUTURE DEVELOPMENT

Wireless CapTel: Sprint, as a global integrated communications Provider and one of the largest wireless Providers, is in the unique position of having the resources and partnerships to provide a wireless CapTel application.

Sprint and Ultratec are currently working together to evaluate the feasibility of this exciting technology. We are striving to make Wireless CapTel a reality and put Sprint and CSD in a unique position to offer it in the State of Minnesota.

First Proposal Clarifications/Corrections *10. Page 146 [RFP Section 5.4 (15)]. On December 2, 2005, the FCC released an order adopting NECA's proposed allocation factor of 11 percent for determining the number of inbound two-line captioned telephone minutes compensable from the Interstate TRS Fund. The remaining 89 percent of such minutes shall be compensated by the intrastate jurisdiction.*

The State would like the responder to clarify that they will comply with the new FCC Order on the 2-line CapTel compensation allocation formula.

CSD will comply with the new FCC Order on the 2-line CapTel compensation allocation formula. Attached is the FCC order that was recently released.

5.5 Facilities and Equipment

The Contract Vendor must furnish all necessary facilities, equipment, and software to operate Minnesota Relay in a manner sufficient to meet or exceed all FCC and State standards and regulations.

The Contract Vendor must provide telecommunications equipment and service capable of:

1. *Receiving and transmitting in both Baudot and ASCII codes.*

   CSD and Sprint demonstrates its ongoing commitment to TRS customers by maintaining superior transmission quality. All Relay telecommunications equipment assigned to support Minnesota, including station terminals, are capable of receiving and transmitting in voice, Baudot and ASCII codes, with Baudot (TTY) as the primary setting. Access via all commonly used TTY protocols utilized for Minnesota traffic; including 2400 and ASCII rates are available at each CA position.

2. *Automatically identifying and matching the incoming TTY signals as either Baudot or ASCII and, if ASCII, the baud rate.*

   Upon a call being received at the Minnesota CA position, TTY signals are automatically identified as either Baudot or ASCII; if ASCII, the Baud rate is detected. ASCII rates up to and including 19,000 bps are supported by the Sprint platform. The domestic TTY Baud rate of 45.5 and the international rate of 50 Baud are also supported.

3. *Receiving and processing ANI data (when available) for automated record keeping and billing.*

   CSD and Sprint were the first Relay Providers to offer Automatic Number Identification technology (ANI). CSD receives the caller's ANI when passed by the caller's LEC or CLEC. ANI information is referred to as 'Calling Party Information'. The CA will only ask the caller for their originating number during those rare cases where the LEC or CLEC does not pass the ANI to CSD. CSD's ability to capture the incoming caller's ANI and cross-reference it to the called-

number enables the system to automatically rate the call as either local or toll. Since this is done automatically by the CSD and Sprint Relay system, faster call set-up is the result - as the inbound caller is not required to provide any additional information other than the 'called-party' information.

4. Sending and receiving Dual Tone/Multi-Frequency (DTMF) signals.

CSD's platform allows for CAs to utilize DTMF signals when navigating through interactive menus.

In addition, the Contract Vendor must provide the service feature known as "Turbo Code," or a functional equivalent, to users with the capability of using that feature.

Sprint was one of the first Relay Providers to enhance its Relay platform by including Turbocode as an alternate protocol for sending and receiving Relay conversations. Through Turbocode technology, TTY users are able to increase Baudot transmissions speed up to 110 words-per-minute. Turbocode also allows TTY callers the capability to interrupt during transmission.

Enhanced Turbocode

CSD and Sprint are the only providers to enhance their Relay platform by implementing Ultratec's Enhanced Turbocode and Dial-Through technology as an alternate protocol for sending and receiving Relay conversations. E-Turbo is an enhanced Turbocode/Dial-Through technology that allows TTY users to pre-enter the outbound phone number and other information for the Relay call. Once connected to the Relay, the information is transmitted and processed through the system without CA assistance. This speeds up call-set up, enhancing the Relay experience and decreasing costs for the State of Minnesota.

Ultratec and Sprint have collaborated to add features and functionality to this technology to improve the Relay process. It permits the owner of an Ultratec Enhanced Turbocode equipped TTY to enter the terminating number that Relay typically dials and their Relay preferences such as:

- Call Type (VCO, 2LVCO, etc.)
- Language Type

- CA Gender Preference and other time-saving and experience-improving information

When a call using this technology is received at the Relay position, the user-entered information that is required to outdial to the terminating party is automatically transmitted at data speeds, eliminating the current dialogue that is required to transfer that information from the caller to the CA. This results in a reduction of time needed to set up the Relay call and to connect to the terminating party while improving CSD's responsiveness to the Relay caller.
This feature benefits a large number of TTY users as many models of Ultratec TTYs including the Pro 80, Uniphone and 4425 Super Print contain the Enhanced Turbocode/Dial-Through technology.

Turbo and E-Turbo features are available as part of CSD's standard features offering at no additional cost.

5.6 Service Expansion

The responder shall demonstrate the capability of expanding services in response to increasing demand.

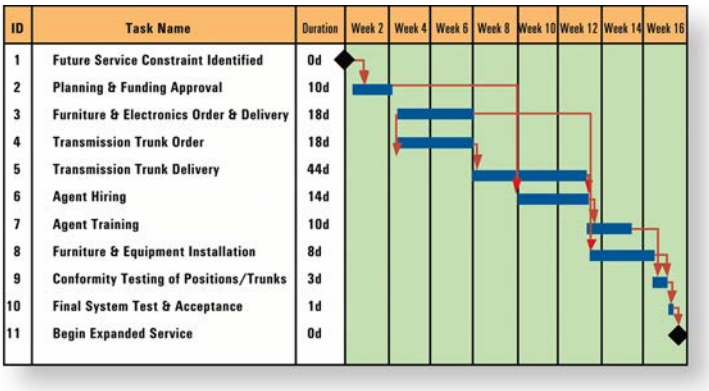
The responder shall develop and illustrate in its proposal a detailed plan of how this expansion will be accomplished while still meeting all traffic and operational standards for service. The plan shall include, but not be limited to, trunking capacity, CA workstations, personnel staffing, and equipment capacity. The plan shall also indicate the time lag required to meet any increased call volume for any service expansion. Furthermore, the service delivery procedures shall permit the most cost-effective use of available resources.

CSD and Sprint routinely conducts usage studies in order to proactively foresee increased demands and respond accordingly. From the time system components are identified as operating in excess of 75% of capacity, plans are put into place to increase the following:

- Trunking
- Workstations
- Staffing
- Facilities
- Equipment

This negates any potential lag time.

The engineering, installation, testing, and acceptance of equipment additions will then occur within 16 weeks, thereby avoiding any blockage of offered traffic. See the Service Expansion timeline:



ID	Task Name	Duration
1	Future Service Constraint Identified	0d
2	Planning & Funding Approval	10d
3	Furniture & Electronics Order & Delivery	18d
4	Transmission Trunk Order	18d
5	Transmission Trunk Delivery	44d
6	Agent Hiring	14d
7	Agent Training	10d
8	Furniture & Equipment Installation	8d
9	Conformity Testing of Positions/Trunks	3d
10	Final System Test & Acceptance	1d
11	Begin Expanded Service	0d

This excess capacity can be used in times of anticipated increase in call volumes, as well as ensuring flexibility when unforeseen volume increases occur due to natural disasters.

Use of excess capacity was apparent this past September when hurricanes struck the State of Florida, causing significant damage to wireline and wireless Providers. However, those customers reaching a CSD TRS Center experienced uninterrupted, exceptional service. This was due to CSD 's experience in staffing for additional capacity.

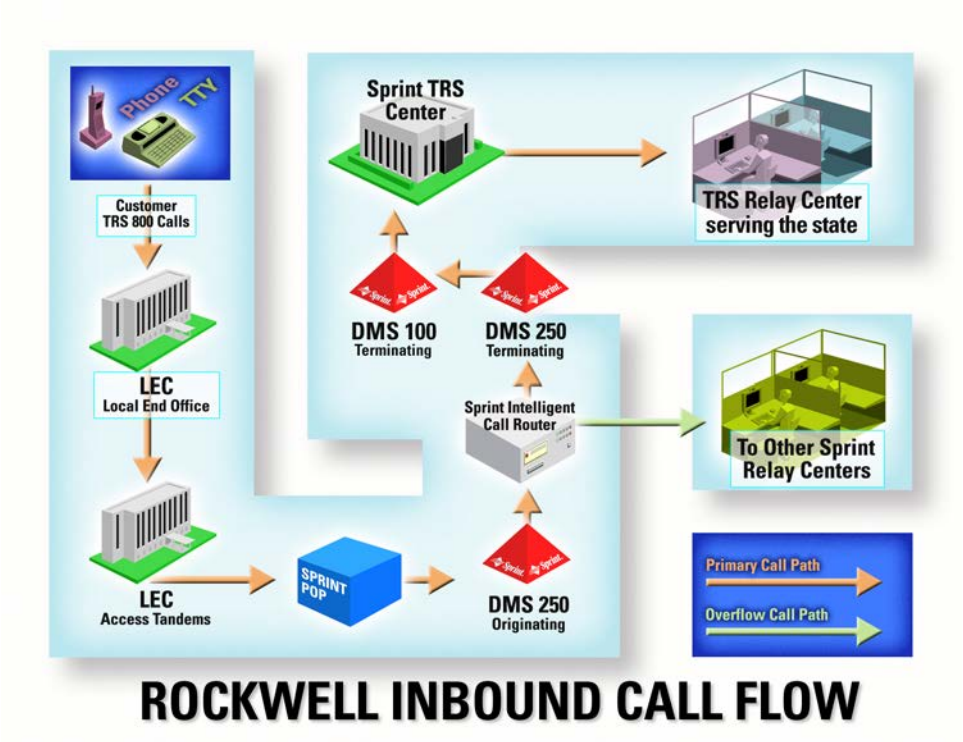
CSD will periodically review Minnesota's historical data to determine trends, taking into account any call affecting issues such as weather, holidays or technical problems. Utilizing this information, CSD develops a network forecast for each upcoming scheduling week.

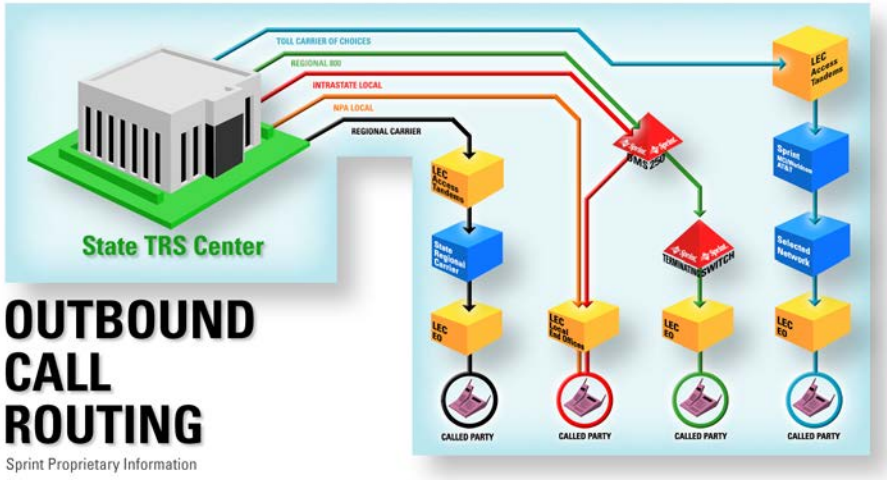
CSD also reviews each center's results for the previous six-weeks, as well as anticipated changes in staffing levels to determine each Center's capacity to handle forecasted calls. Once the forecast has been determined, CSD ensures that total network traffic is accounted for by each of the Centers.

By continually monitoring current capacity with regards to trunking, CA workstations, staffing and equipment lag time between anticipated need and actual need will be minimized.

The inbound Call Routing diagram and the Network Design Configuration for Outbound Calling below indicates the extensive complexity of Sprint's Relay platform, including

standard call paths for local, intra-state, regional 800, and COC calls.





5.7 New Technology

The Contract Vendor shall periodically advise the State concerning new technology and information regarding relay services. The Contract Vendor must be willing and able, upon a State-initiated request, to implement new technologies efficiently and at an appropriate price.

The responder should describe the methodology and process it will use to keep abreast of improvements in the provision of relay services, to inform the State that enhancements are available and at what price, and to provide the State the opportunity to purchase such enhancements to upgrade service.

Upon authorization to proceed, the Contract Vendor will prepare for the State a cost/benefit analysis of the enhancement(s) proposed including any depreciation methodology and schedules.

CSD and Sprint have earned the reputation of leading the industry in producing and launching new Relay technology and product enhancements. CSD and Sprint Relay have a reputation as Relay providers who develop and introduces new technology in the marketplace. CSD's Contract Manager will be responsible for working with Minnesota Relay and the Relay-user community to introduce and explain new enhancements as they become available.

Many of CSD and Sprint's "firsts" listed below were accomplished with the support and cooperation of CSD and Sprint states and Relay end users:

- 24-hour, 7-day Customer Service
- 900/800 Pay-Per-Call Services
- Access to 900 Numbers
- Automated Billing with Detailed Reporting
- Automatic Error Correction
- Automatic Number Identification Database
- Branding of VCO/HCO Call Types
- Carrier-of-Choice Functionality
- Customer Branding
- Customer Database profiles
- Error Correction (Spell Check)
- E-TurboTM
- Hearing-Carry-Over Enhancements
- Identification of Background Noises
- Identification of Customer and CA Gender
- Intelligent Computerized CA Workstations
- Regional 800/888/877/866/855
- Scroll Back for ASCII and HCO Users
- Spanish-to-Spanish and Spanish-to-English
- Speech-to-Speech

- Speech-to-Text Trial
- Relay Conference Captioning
- Variable Typing Speed
- VCO Gated Calls/Centers
- Video Relay Service
- Voice Call progression
- Voice-Carry-Over Enhancements (No Typing)

CSD and Sprint regularly updates the TRS system and introduces new technology when it is appropriate for implementation. CSD and Sprint have offered several new enhancements that have been introduced at no cost to other CSD and Sprint Relay states. Examples of several system improvements are:

- TTY to TTY Release
- E-Turbo Code
- ASCII Split Screen
- VCO Gated Calling - Attribute-Based Routing provides significant improvements in service by directing VCO users to specifically trained VCO CAs. This gating technology has improved service for this user group. CSD will establish a dedicated toll-free number for VCO callers for Minnesota Relay users. This state has been handled from the Moorhead Center since inception.
- SS7 Caller ID capability for local and toll calls.

First Proposal Clarifications/Corrections *11. Page 156 (Section 5.7) Bullet point #4. CSD states "CSD will establish a dedicated toll-free number for VCO callers for Minnesota Relay users."*

Minnesota Relay already has a "VCO direct" 800 access number: 1-877-627-3024.

The state is correct in this clarification and CSD with its technical partner Sprint, will continue to provide service to this state-owned 800 number.

SERVICES AND TECHNOLOGICAL ENHANCEMENTS

Over the last decade and a half, CSD and Sprint Relay have led the industry in designing and implementing products and services that are now industry standards, often before the Federal Communications Commission (FCC) mandated them. CSD has a unique understanding of the importance of functionally equivalent telephone communication access in today's society.

CSD and Sprint were the first Relay providers to establish Speech-to-Speech (STS), Variable Typing Speed, Captioned Telephone (CapTel), Internet Accessible TRS and Video Relay Service (VRS) on a nationwide basis. CSD continually works toward the ultimate goal of true and equal access to telecommunications for Deaf, Hard-of-Hearing, Deaf-Blind, and Speech-Disabled individuals.

Speech-to-Speech (STS)

Sprint offered STS trials in California and Maryland before the FCC mandated the service in 2000. This TRS enhancement enables a Speech-Disabled person to use his/her voice or voice synthesizer rather than a TTY to communicate on the telephone. Specially trained CAs function as voice facilitators for Relay users with Speech-Disabilities who have trouble being understood over the telephone. STS is included as a standard feature of CSD's service offering.

CapTel

While TRS, VRS, and Internet Relay are viable and appropriate telecommunications options for many Deaf and severely Hard-of-Hearing people, these services do not necessarily meet the unique communication needs of people who are Hard-of-Hearing or late Deafened. To this end, Sprint is proud of its pioneering efforts with Ultratec, Inc. to provide Captioned Telephone (CapTel) Services. CSD is pleased to offer CapTel as an optional service to the State of Minnesota.

CapTel is a new Relay service for people who are Deaf or Hard-of-Hearing and have retained their verbal skills. CapTel works like any other telephone with one important distinction – every word spoken in the conversation is shown in captions on a display screen on the telephone. The captions are sent to the CapTel user via a CA using the latest in voice-to-text technology. CSD is offering the State of Minnesota the best value for CapTel services and will work together with Minnesota Relay for CapTel phone distribution.

Sprint is the most experienced CapTel provider in the nation, currently providing services for 27 states and the Federal Government.

Variable Typing Speed

CSD and Sprint are proud to be the only providers who offer a technological TRS

solution for Deaf-Blind and Visually-Disabled users. As part of CSD and Sprint's commitment to serving individuals with special needs, CSD and Sprint have sophisticated technology in place to serve Deaf-Blind users, which includes Variable Typing Speed technology, also known as Deaf-Blind Pacing. This feature enables the CA to reduce the transmission speed in five (5) word-per-minute (wpm) increments. It also allows the user to set the rate of transmission speed to meet their specific needs. The CA is able to type the message at the FCC required 60 Words-Per-Minute (WPM) and the system automatically transmits the message at the appropriate rate for the TTY user. Without this feature, the voice user is often required to speak one word at a time, making the conversation awkward for both parties. This technological feature provides an efficient communication solution for this specific user group.

Relay Conference Captioning (RCC)

With RCC, Deaf and Hard-of-Hearing individuals can fully participate in multi-party conference calls via the Internet. Whether a call is of a personal, business or financial nature, Relay Conference Captioning (a.k.a. Voice Relay Captioning) is the ideal choice. With RCC, high-speed text is delivered to the user's computer. To participate in the conversation, the user types his/her comments to the Captioner online and the Captioner voices the user's comments into the conversation on behalf of the participant. CSD is offering this service as an option.

Using the same high-quality Stenocaptioners that produce closed-captioning for live television, news, sports and weather; users receive live, real-time text streamed to any Internet-connected computer, anywhere in the world. A high-speed Internet connection is not required.

Sprint IP Relay

Sprint IP Relay, www.sprintip.com, is similar to a traditional TTY-to-Voice Relay Call with one major difference – the call is initiated from a computer via an Internet connection. Sprint IP Relay contains many innovative and unique internet features not currently offered by other TRS providers. CSD is honored that many people in Minnesota have chosen Sprint IP Relay. Since January 2004, CSD and Sprint have provided approximately 22,600 Sprint IP Relay conversation minutes for Minnesota consumers. Sprint IP Relay Minutes-of-Use (MOU) are currently reimbursed through the Interstate TRS Fund.

Sprint Relay Wireless^{SM} (SRW)

CSD is proud to offer the Deaf and Hard-of-Hearing communities cutting-edge technology through Sprint Relay Wireless^{SM} (SRW). SRW blends the easy-to-use capabilities of Sprint IP Relay with the power of paging devices and services.

This product allows users to access Relay from the park, a restaurant, or even the airport – anywhere pager reception is available. SRW Minutes-of-Use are currently reimbursed through the Interstate TRS Fund. Sprint continues to explore alternative methods or devices that allow accessibility for Sprint Relay Wireless.

Video Relay Services (VRS)

Video Relay Service (VRS) continues to be a rapidly emerging technology for the Deaf and Hard-of-Hearing communities and has grown dramatically in the last three years. The American Sign Language (ASL) community has come to depend on VRS as a functionally equivalent TRS.
CSD and Sprint worked with the State of Texas to first introduce the concept of VRS in 1995 and implemented a one-month trial of the service.

In 2002, CSD, the nation's largest non-profit Deaf organization, launched the first nationwide Video Relay Service. In July 2003, CSD received the Robert Weitbrecht Award from Telecommunications for the Deaf, Inc. (TDI) for our pioneering efforts in VRS. CSD and Sprint were then awarded the first VRS contract with the Federal government to provide customized VRS to its employees and retirees in the spring of 2004.

Minnesota Relay consumers will enjoy the benefit of being able to place calls through CSD VRS while communicating in ASL. VRS is an exciting service, offering a more natural method of communication for Sign Language users via videophone or webcam. VRS Minutes-of-Use are currently reimbursed through the Interstate TRS Fund.

Sprint's SS7 Platform

To go a step farther in offering functionally equivalent Telecommunications services for Minnesota Relay users, CSD and Sprint will pass through the 10-digit number of the calling party to the called-party (rather than 711 or the number of the TRS Center) for local and long distance calls to Carriers who have SS7 connectivity with Sprint. Sprint receives the calling party identifying information; including blocking information, from all Relay users. Sprint's SS7 network interfaces with all national long distance Carriers

and major Local Exchange Carriers (LECs), Competitive Local Exchange Company (CLECs), and Incumbent Local
Exchange Carriers (ILECs).

CSD and Sprint's Caller ID SS7 solution includes receiving the privacy bit information from the inbound Relay caller as well as other SS7 call information elements such as:

- The Calling Party Number
- Charge Number
- Originating Line Information

CSD predicts that during the life of the next contract, technologies that support Relay will continue to undergo dramatic changes. To this end, CSD Relay will continue our proactive approach in introducing new Relay technological advances. CSD and Sprint have the resources in place and has demonstrated the commitment to bring true functional equivalency closer to reality.

Customer Contacts Online Database (CCOD)

To further support the complaint resolution process, CSD and Sprint have developed a Customer Contact Online Database (CCOD), which serves as a seamless and timesaving device for documenting customer contacts. The CCOD will track consumer contact information as required by the FCC, which will assist the State of Minnesota to obtain re-certification from the FCC. The CCOD will automatically notify the Minnesota Contract Manager via email of any complaint entry, ensuring that they receive timely notification of consumer concerns. CSD will resolve all customer contacts and concerns within 15 days, and report them to Minnesota Relay and, if needed, the Telecommunications Access Minnesota.

The Minnesota Contract Manager will ensure that community feedback is addressed expeditiously and will be available to respond to all consumer concerns. CSD exceeds the FCC's guidelines regarding Customer Contacts.

Telecommunications Service Priority (TSP)

CSD and Sprint are pleased to announce that 14 Relay Call Centers have begun enrolling in the FCC's Telecommunications Service Priority (TSP) program. This has and will continue in phases throughout 2005.

In 1988, the FCC established the TSP Program to prioritize the restoration of telephone service to critical facilities and agencies at times when telecommunications repair companies are typically overburdened with service requests. This program presently restores telephone services most critical to national and homeland security on a priority basis in the event of a national crisis. Recently, the FCC has partnered with the Department of Homeland Security to increase TSP participation.

Sprint's TRS network is designed to reroute traffic to other CSD and Sprint Relay Centers across the country to continue uninterrupted service. Sprint's participation in the TSP Program will serve to strengthen our robust reliability.

If a national or regional emergency causes service to be disrupted and the CSD Call Center cannot receive or place calls, Sprint's participation in the TSP program means that Local Exchange Carriers (LECs) would be required to restore service as rapidly as possible consistent with the priority status assigned to CSD's TRS Center. Sprint's reliable network and TSP participation ensures that our disaster recovery ability is unmatched by any TRS provider in the United States.

5.8 Network Access

The Contract Vendor shall design Minnesota Relay to provide users with network access in the categories listed below which are functionally equivalent to that available to persons without communications impairments. The minimum level of service must include 711 dialing capability, an 800 number for voice/TTY, and separate toll-free numbers for Speech-to-Speech (STS), Spanish, 900 pay-per-call access, VCO Direct, and the Minnesota Relay Consumer Relations Office. The existing state-owned, nationwide toll-free numbers listed below shall be used:

- *866-711-2526 (7-1-1)*
- *800-627-3529 voice/TTY/ASCII*
- *877-627-3848 Speech-to-Speech*
- *877-627-5448 Spanish*
- *900-246-3323 Pay-Per-Call Access*
- *877-627-3024 VCO Direct*
- *800-657-3775 Consumer Relations Office*

CSD Relay understands that the current Relay numbers in place for the Minnesota Relay will remain the property of the State.

- 866-711-2526 (7-1-1)

- 800-627-3529 voice/TTY/ASCII
- 877-627-3848 Speech-to-Speech
- 877-627-5448 Spanish
- 900-246-3323 Pay-Per-Call Access
- 877-627-3024 VCO Direct
- 800-657-3775 Consumer Relations Office

The Contract Vendor shall provide toll-free telephone numbers for English and Spanish captioned telephone VCO calls.

The following CapTel Service numbers are in place for Minnesota users:

- 888-269-7477 CapTel Service (English)
- 866-670-9134 CapTel Service (Spanish)

First Proposal Clarifications/Corrections *12. Page 163 (Section 5.8). CSD states that the following CapTel numbers are in place for Minnesota users:*
- *888-269-7477 CapTel Service (English)*
- *866-670-9134 CapTel Service (Spanish)*

Would these numbers be State owned?

These numbers for CapTel are owned and operated by CTI for all CapTel users on the Sprint network. These numbers will not become property of the state but will remain with CTI.

The Contract Vendor shall provide a 24-hour, toll-free Customer Service number for English and Spanish languages.

The following 24-hour, toll-free Customer Service number for English and Spanish languages are in place for Minnesota users:

- 800-676-3777 TRS Customer Service (English)
- 800-676-4290 TRS Customer Service (Spanish)

5.9 Transmission Circuits

All transmission circuits shall meet or exceed FCC and industry standards for signal loss and line noise.

As the Relay Provider for Minnesota, CSD and Sprint will furnish the necessary

telecommunications equipment and facilities, and system software for the complete TRS operation. Sprint is a certified Interexchange Carrier (IXC) in all 50 states. Sprint's transmission circuits meet, and in most cases exceed FCC and Telecommunications Access Minnesota intraexchange performance standards-the ANSI T1.506-1990, Network Performance - Transmission Specifications for Switched Exchange Access Network standards for circuit loss and noise. TRS circuits are carried on Sprint's all-digital fiber-optic network. Sprint developed the first nationwide 100 percent digital fiber-optic network, a network designed for clear channel voice and error-free high-speed data transmission. Sprint, along with CSD in meeting these standards, confirms its ongoing commitment to TRS customers to maintain superior transmission quality.

5.10 Intrastate Calling

Intrastate calling shall be provided including:

- *Local calls.*
- *IntraLATA toll calls.*
- *IntraLATA interstate calls within the same local calling area which, if the relay center were not used, would be considered local calls (whether they originate within the State or outside the State).*
- InterLATA calls that originate and terminate in Minnesota.

CSD, along with Sprint will continue to offer Minnesota residents with the following call-types via Minnesota Relay:

- Local calls
- IntraLATA toll calls
- IntraLATA interstate calls within the same local calling area which, if the relay center were not used, would be considered local calls (whether they originate within the State or outside the State)
- InterLATA calls that originate and terminate in Minnesota

5.11 Interstate Calling

Minnesota Relay Interstate calls must either originate or terminate in Minnesota. The methods and procedures for providing interstate relay are within the jurisdiction of the FCC.

CSD Relay will relay all interstate Relay calls, which either originate or terminate within the State of Minnesota.

CSD and Sprint will seek reimbursement for the processing of interstate and international calls from the National Exchange Carrier Association (NECA) as mandated by the Federal Communications Commission. NECA administers the TRS interstate Fund by

closely monitoring payments into the fund by Telecommunications Providers and fund disbursements to Relay Service Providers. The minutes reimbursed by NECA are listed on the invoice as a reduction to the total minutes of service for the month. The State of Minnesota will not be invoiced for minutes associated with the relaying of interstate or international calls. Users of Minnesota Relay who place toll calls will be billed only for the toll portion of the call by the Caller's COC. CSD will provide the State of Minnesota with the total minutes submitted for reimbursement on a monthly invoice.

First Proposal Clarifications/Corrections *13. Page 165 (Section 5.11) What are CSD's procedures if a consumer dials a Minnesota Relay 800 access number but their call neither originates nor terminates in MN?*

Would the inbound caller receive an intercept message stating that their call can not be processed, or would the CA inform the caller that the call can not be processed?

CapTel users would receive an intercept message stating that their call can not be processed. For TRS, the CA will inform the caller that the combination of calls is not allowed and will refer the caller to an appropriate relay access telephone number for the call.

5.12 International Calling

Minnesota Relay International calls must either originate or terminate in Minnesota.

CSD and Sprint Relay will interconnect fully with the international system as a part of the contract price. Minnesota consumers will be able to place calls from within Minnesota to any point in the world; and from all points outside of the United States to Minnesota.

Sprint operates one of the world's leading communications networks, which provides global voice, data, and Internet Services to multinational companies in more than 100 countries worldwide. Sprint provides services to 96% of Fortune 500 companies. With our award-winning Tier 1 IP network, solid financial footing, and industry-leading service and support, Sprint is in a position to assist Minnesota Relay to enhance it's international performance. Figure 5.7 demonstrates Sprint's international presence.

Figure 15.7

Corporate
More than 60,000 employees in over 100 countries worldwide
Experienced technical experts available in over 30 countries
Rich heritage more than a century strong
Coverage
IP Service in six continents (Africa, Asia-Pacific, Europe, North America, and South America)
Dedicated Voice, VPN, Dial, Global Frame Relay, Managed Network Services, and International Private Line in more than 100 countries
Global ATM in more than 50 countries
IP Services offered from over 1,100 POPs in over 100 countries
SprintLink Layer 2 services in over 20 countries
Customer Service
In-country account management in more than 30 countries with 24x7 customer support
Global support in 15 languages to coordinate service issues
Multi-currency billing

Enterprise, Carrier, and ISP customer focus

5.13 Use of ANI

Automatic Number Identification (ANI) technology will be utilized so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange carrier (LEC). If the CA does not receive the ANI and must ask the customer for their phone number, the CA will explain to the inbound party the reason (s)he is asking for the phone number.

CSD and Sprint were the first Relay Providers to offer Automatic Number Identification technology (ANI). Sprint receives the caller's ANI when passed by the caller's LEC or CLEC. ANI information is referred to as 'Calling Party Information'. The CA will only ask the caller for their originating number during those rare cases where the LEC or CLEC does not pass the ANI to Sprint. In such rare cases, the CA will explain to the inbound party the reason (s)he is asking for the phone number. Sprint's ability to capture the incoming caller's ANI and cross-reference it to the called-number enables the system to automatically rate the call as either local or toll. Since this is done automatically by the Sprint Relay system, faster call set-up is the result - as the inbound caller is not required to provide any additional information other than the 'called-party' information.

5.14 True Caller ID and Enhanced Custom Calling Services

The FCC has ordered that TRS providers are permitted to use Signaling System 7 (SS7) technology or any other type of similar technology to enhance the functional equivalency and quality of TRS.

The Contract Vendor shall be capable of providing true Caller ID services. All forms of calling line identification information and blocking features shall be passed through with no relay intervention. With each outbound relay call placed by a CA, the inbound caller's telephone number (not the relay center's number) shall be automatically provided to the outbound relay called party for display on the called party's (phone or TTY) Caller ID display. The Minnesota Relay calling party's telephone number shall not be automatically passed on to the called party if the calling party has Caller ID blocking purchased from their local telephone company.

Responders shall indicate the technology (SS7 or functionally equivalent) used to provide Caller ID. Responders shall indicate how the following enhanced services (purchased by users from their local telephone company) will function when a call is placed or received through Minnesota Relay:

1. Caller ID (including enhanced Caller ID services).

True caller ID is provided through SS7 signaling where the 10-digit number of the calling party is passed through to the called-party for local and long distance calls. Calling Party information is received including blocking information, from all Minnesota Relay users.

Customer Control

The Relay user is in control of their Relay experience. Minnesota Relay users with this feature are able to disable or block their Caller ID information from being transmitted with their LEC on either a per-call or a per-line basis.
The Minnesota TRS user can view the calling party's information before picking up the phone. The Relay user can then decide whether or not to answer the call based on the name and number displayed on the Caller ID unit or their telephone display screen. With Sprint and CSD's Caller ID solution, there are numerous benefits for TRS users, including:

- Increased privacy
- Documentation of calls received
- A count of incoming calls on the display screen
- Phone numbers of hang-up callers
- Prompt emergency call processing

When Caller ID information is not passed through, as with standard telecommunications, the call recipient will receive a message such as:

"OUT OF AREA"
or
"CALLER UNKNOWN"

Technology

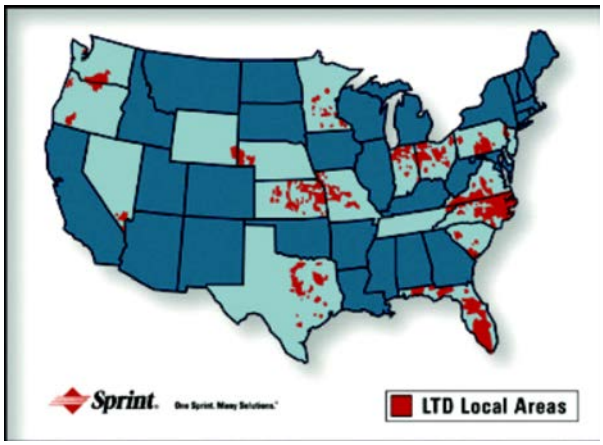
True Caller ID is offered for all local and long distance calls to Carriers who have SS7 connectivity with Sprint. The SS7 network interfaces with all national long distance Carriers and major LECs, CLECs, and ILECs. This Caller ID SS7 solution includes receiving the privacy bit information from the inbound Relay caller as well as other SS7 call information elements such as: the Calling Party

Number, Charge Number and Originating Line Information. CSD passes through the calling party information (rather than 711 or the number of the TRS Center).

Caller ID Enhancements

Sprint is a global integrated communications provider and has a great deal of experience in adapting enhancements to fit the needs of Relay users and boasts a diverse portfolio of products in it's Long Distance, Local, and Wireless divisions.

Currently, the Local Telecommunications Division (LTD) operations, which provide Caller ID to non-TRS users, are located in 18 States including a key presence in Minnesota. Due to this diversification and experience, CSD is able to offer Minnesota Relay users with a host of optional features available through the Relay service with the implementation of true Caller ID featuring SS7 technology. These Caller ID enhancements, compatible with the Relay service, may be available for purchase through the LTD. See map below for Sprint's LTD presence.



2. *Anonymous Call Rejection (prevents calls from ringing into customer's home if the caller's line is blocked).*

This feature allows users to restrict incoming calls from parties who have blocked their Caller ID information. If the name or number of the person that calls you is unknown, the caller hears:

"The person you are calling has Sprint Privacy ID Service and does not accept blocked or unknown calls. At the tone, please say your name or company name and your call will be connected."

This information will be typed or voiced to the originating caller. If the calling party wishes to leave their name, it will be left by the CA. The called party, if hearing, may listen to the recording and choose an option to answer, block or send to voice mail.

3. *Call Block (block outgoing calls to long distance numbers, including pay-per-call and international numbers, operator assistance and directory assistance numbers).*

This feature is used to block types of out-dials (e.g. 900, Directory Assistance, international and/or long distance numbers.) CSD and Sprint complies with all FCC rules pertaining to Caller ID and call blocking services. Sprint's SS7 platform will transmit the 10-digit number for local and toll calls.

First Proposal Clarifications/Corrections *15. Page 172 [Section 5.14 (3)]. CSD's response states that "CSD and Sprint complies with all FCC rules pertaining to Caller ID and call blocking services. Sprint's SS7 platform will transmit the 10-digit number for local and toll calls."*

This does not explain how the Call Block option would function when a call is placed through Minnesota Relay. If a relay user has purchased the "Call Block" feature from their LEC, would the call block(s) that the relay user has placed on their telephone line automatically work when they make a call through Minnesota Relay (i.e. If I have placed a call block on my phone to block calls to all long distance numbers, and I dial the Minnesota Relay and ask the CA to dial a long distance number, would my call block information be passed on to the CA so the CA would inform me that I am not able to make long distance calls as per my call block, or would CA be unaware of my long distance call block and process the long distance call?).

There is a money saving way for TRS users to use regarding Caller ID feature 3. Relay users are free to purchase the "Call Block" feature directly from their Local Exchange Carrier. To save money, users can set up the same feature in their Customer Database Profile. The customer can set up their customer profile to reflect the same service features from their LEC at no additional cost.

For example, if a customer places a call block feature from their LEC on their phone to block calls to all long distance numbers, they would have to pay a monthly fee to the LEC for this feature. If the customer sets up a profile to block outgoing calls to all long distance numbers, there would be no monthly fee from the LEC.

4. *Caller ID Block (allows customer to block their name and telephone number from appearing on the Caller ID display of the number being called).*

   The Relay user is in control of their Relay experience. Minnesota Relay users with this feature are able to disable or block their Caller ID information from being transmitted with their LEC on either a per-call or a per-line basis.

5. *Call Rejection (allows customer to block all calls from telephone numbers on a "rejection list"; if someone calls from one of these numbers, a pre-recorded message indicates that the called party is not accepting calls at this time).*

   Selective Call Rejection allows a user to create a list of phone numbers so that they will receive only calls from numbers on that list. All other callers will be directed to an announcement that says "The number you have dialed is not accepting calls at this time." If this recording is reached by Relay, it will be typed or spoken to the inbound caller. When Selective Call Acceptance is in effect, it may supersede all other enhanced features.

6. *Last Call Return (allows customer to see the telephone number of their last incoming call).*

   The Last Call Return feature is provided by the LEC and not supported by the Relay provider.

7. *Call Trace (permits the customer's local telephone company to trace the last call received by the customer, and hold the results for later use by an authorized law enforcement agency).*

   The Call Trace feature is provided by the LEC and not supported by the Relay provider.

8. *Preferred Call Forwarding (allows customer to create a list of telephone numbers that they want forwarded to a new telephone number. All other calls do not forward to the new number).*

   Selective Call Forward enables the user to create a list of special phone numbers so that when a call is received from someone on that list, the call will be forwarded to a designated number.

9. Priority Call (customer can program telephone numbers to ring distinctively).

The Priority Call feature is provided by the LEC and not supported by the Relay provider.

First Proposal Clarifications/Corrections *14. Page 172 [Section 5.14 (2) – (9). The State asked responders to "indicate how the following enhanced services (purchased by users from their local telephone company) will function when a call is placed or received through Minnesota Relay." In most instances CSD simply stated the function of the feature, which the State had already done (items 6, 7, & 9 CSD simply states that the "feature is provided by the LEC and not supported by the Relay provider."), and does not address how these features will work through relay.*

The State requests responsive answers. Would these enhanced features, if purchased by consumers from their LEC, automatically work (without the relay user being required to take any additional steps) when a call is placed or received through Minnesota Relay?

CSD's Technical Partner, Sprint explains how its Relay Platform processes LEC feature functionality in our response to Question 15 below [Section 5.14 (3)].

Second Proposal Clafifications/Correction: RFP Section 5.14 (2) – (9) and First Proposal Clarifications/Corrections Questions #14 & # 15. It is not clear if enhanced services (purchased from LEC) will function in a manner that is functionally equivalent to that of a non-relay call, when a call is placed or received via relay.

Will the enhanced features listed below (which are purchased by the consumer from their LEC) work *in a manor that is functionally equivalent to that of a non-relay call*, when a call is placed or received via Minnesota Relay (i.e. with no additional steps required by the relay user and without these functions being requested in a relay user's customer preference database). **The State would like a "Yes" or "No" answer for each of the below enhanced functions**:

1. Caller ID (including enhanced Caller ID services). YES.

2. Anonymous Call Rejection (prevents calls from ringing into customer's home if the caller's line is blocked). YES.

3. Call Block (block outgoing calls to long distance numbers, including pay-per-call and international numbers, operator assistance and directory assistance numbers). YES.

4. Caller ID Block (allows customer to block their name and telephone number from appearing on the Caller ID display of the number being called). YES.

5. Call Rejection (allows customer to block all calls from telephone numbers on a "rejection list"; if someone calls from one of these numbers, a pre-recorded message indicates that the called party is not accepting calls at this time). YES.

6. Last Call Return (allows customer to see the telephone number of their last incoming call). YES.

7. Call Trace (permits the customer's local telephone company to trace the last call received by the customer, and hold the results for later use by an authorized law enforcement agency). YES.

8. Preferred Call Forwarding (allows customer to create a list of telephone numbers that they want forwarded to a new telephone number. All other calls do not forward to the new number). YES.

9. Priority Call (customer can program telephone numbers to ring distinctively). YES.

5.15 Wireless and Personal Communications Services (PCS) Phone Calls

The Minnesota Relay must be capable of handling wireless and PCS phone calls. The Contract Vendor must maintain the procedure and methodology to determine the call types and document the amount of time necessary to determine call types. The Contract Vendor must be capable of billing the call appropriately.

Wireless technology has limitations that impact all Relay providers. Currently, it is not technologically possible for Relay providers to determine the specific local calling area of all wireless subscribers. To overcome this limitation, CSD have implemented a solution at the Relay Center. If the incoming Wireless call is identified by the network information, CSD will process the Relay call without domestic toll charges or additional delays. If the wireless provider does not transmit the necessary network identification information, the caller may inform the CA, who will then process the call immediately. This eliminates the conflict between toll charges and customer's wireless plan.

CSD's current policy eliminates toll charges for cellular calls identified by the information digit pairs of #61, #62 and #63. CSD also eliminates toll charges when the calling-party indicates to the CA that they are calling from a cellular device.

First Proposal Clarifications/Corrections *16. Page 174 (Section 5.15). CSD states "If the wireless provider does not transmit the necessary network identification information, the caller may inform the CA, who will then process the call immediately." And "CSD also eliminates toll*

charges when the calling party indicates to the CA that they are calling from a cellular device."

Would the CA ask the caller for this information, or is the caller responsible for informing the CA? If the caller is responsible for informing the CA, what happens if they fail to do so?

Wireless access represents a small portion of incoming users. As most wireless carriers do transmit the necessary network signaling; only a small percentage of incoming calls are not appropriately identified by network signaling. When wireless providers do not follow industry standards, no relay provider can assure appropriate handling. When this situation occurs with CSD, the caller is responsible for notifying the CA. This is done to avoid asking each caller on every call if the call is originating from a cell phone which is not applicable to the majority of most calls.

If a customer receives a bill from Sprint LD originating from a wireless device, the customer can contact customer service. Customer Service will offer the customer an appropriate concession and will also offer to make a note in the customer's profile to indicate to the CAs in the future that the telephone number is a cell phone to avoid ongoing issues.

Clarification from contract negotiation meeting with CSD and Sprint on February 28, 2006 (Question # 8)

Our question: RFP Section 5.15 **Wireless and Personal Communications Services (PSC) Phone calls**. CSD states "If the incoming wireless call is identified by the network information, CSD will process the relay call without domestic toll charges or additional delays. If the wireless provider does not transmit the necessary network identification information, the caller may inform the CA, who will then process the call immediately. This eliminates the conflict between toll charges and customer's wireless plan. CSD's current policy eliminates toll charges for cellular calls identified by the information digit pairs of #61, #62, and #63. CSD also eliminates toll charges when the calling party indicates to the CA that they are calling from a cellular device."

How does the July 28, 2005, FCC Order (effective 1/12/2006) affect wireless long distance calls? If providers are prohibited from offering free interstate long distance calls, how will CSD determine if the user should be charged long distance charges, or whether their wireless calling plan allows free long distance calls?

> *Sprint's response: Sprint's position is that this does not violate the FCC order. Their interpretation is that the FCC order is intended to prevent providers from offering free long distance calls as an incentive to entice consumers to user their service, or to encourage consumers to make more or longer long distance calls.*

If Sprint did not eliminate toll charges on certain cellular long distance calls, the call would not be allowed to go through because Sprint does not have the necessary network identification information to properly rate and bill the call.

5.16 Access to Regionally Directed Toll-Free Numbers

The Contract Vendor must ensure that Minnesota Relay users will be able to access regionally directed toll free numbers. These numbers would typically be accessible to the relay user in his or her calling area. Example: the AAA has a national toll free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the relay center's ANI is transmitted, the call will be routed to the state where the relay center is located, which may not be the state where the relay user is located.

CSD will ensure that Minnesota Relay users have access to regional direct dialed Toll Free numbers, which are typically accessible to the relay user in their calling area.

5.17 Access to Regionally Restricted Toll Free Numbers

The Contract Vendor must provide access to regionally restricted 800 or other toll-free prefix numbers, and calls to the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to the relay user in his/her calling area. Responder's shall briefly describe how access to the regionally-restricted and special prefix numbers shall be accomplished.

Sprint provides a VPN outbound trunk, which connects the Relay Center to the DMS-250 switch and is used for regional 800-calls. Since restricted 800 numbers are not used nationwide, they only work in specified LATAs; therefore, the call must be routed to Sprint's VPN trunk to the Sprint POP in the originating LATA for call completion. The Regional Calling Network uses the existing Sprint network to route the terminating portion of the Relay call (the called number) back to the LATA of origin for regional calls. This permits the CA at any CSD Center to complete regional calls; with function transparent to the user.

5.18 Access to 900 or Pay-Per-Call Numbers

The Contract Vendor must provide access to 900 numbers, and any other pay-per-call numbers.

CSD, along with Sprint innovated Relay Pay-Per-Call services in 1996. Sprint's Relay platform will support the necessary telecommunication interconnections to support direct end-user billing by Pay-Per-Call Service Providers. CSD and Sprint exceeds the minimum requirement to ensure functional equivalence by preventing unauthorized end-

users from circumnavigating LEC restrictions. This process ensures that the LEC will only complete those calls to the Relay Service that do not have a 900-number block added to their phone lines. CSD will offer a dedicated 900 number for Minnesota Relay users at no additional cost. See Figure 5.9, which illustrates access to 900 Pay-Per-Call Services.

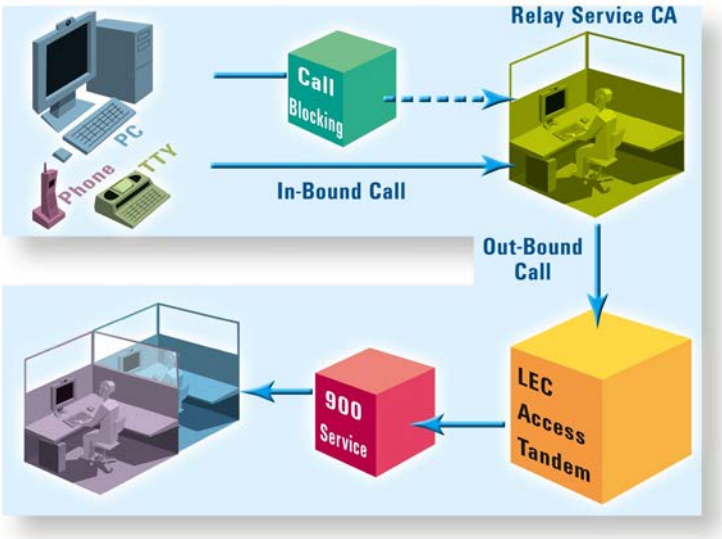


Figure 5.9

CSD provides this functionally equivalent Pay-Per-Call Service by adhering to the FCC guidelines governing Pay-Per-Call Services. Pursuant to those FCC guidelines, the 900-Service Provider must include an introductory message including the name of the company, a brief description of the information or Service to be provided and the price terms of the transaction prior to beginning the charge for the call. This information will be relayed to the Minnesota Relay user, who may choose to disconnect before being charged. Like traditional voice users, the 900-Service Provider and the 900-number Carrier will rate and bill the user as if the call was dialed directly from the originating user's telephone.

Because CSD is able to offer functionally equivalent Pay-Per-Call Services, rather than an imitation of the LEC feature, Minnesota Relay users will be in control of their service and can place Pay-Per-Call restrictions on their phone directly with the phone company. CSD's approach to Pay-Per-Call Services greatly reduces the chance of Minnesota Relay users incurring high bills without their consent. The Minnesota Relay user will have the ability to contact the 900-Service Provider or local telephone company via the Relay for any concerns or disputes.

CSD's Intelligent Call Processing terminals allows CAs to process all call types from any CA position, offering the maximum flexibility in instances where the customer dials into the incorrect access number. In addition, CSD and Sprint's system allows transfers to alternate language services and/or Customer Service. Minnesota Relay users who wish to place a 900 call must utilize the 900 toll-free access number in order for CSD Relay to accurately detect restrictive blocks placed on the calling party's telephone line by the Local Exchange Carrier (LEC). This is done to circumvent fraud and increase the functional equivalence of Pay-Per-Call Services.

All end-user billing for Pay-Per-Call Services through Sprint are rated and billed as if they were dialed directly from the originating user's telephone by the 900-Service Provider and 900-number Carrier. CSD and Sprint Relay Customer Service are always available to discuss Relay issues with customers. Further, Customer Service Representatives will assist Relay users in contacting their LEC with high bill questions, if needed.

First Proposal Clarifications/Corrections *17. Page 175 (Section 5.18). CSD states "CSD will offer a dedicated 900 number for Minnesota Relay users at no additional cost."*

Minnesota Relay already has a dedicated 900 access number: 900-246-3323. I believe this number is State owned.

If CSD is the successful bidder to remain the TRS provider for Minnesota, the 900 number currently used for Minnesota Relay will remain unchanged. However, because 900 numbers are not portable like 800 numbers are, this number would have to change should the provider change.

First Proposal Clarifications/Corrections *18. Page 177 (Section 5.18) CSD states that "CSD's Intelligent Call Processing terminals allows CAs to process all call types from any CA position, offering the maximum flexibility in instances where the customer dials into the incorrect access number. In addition, CSD and Sprint's system allows transfers to alternative language services and/or Customer Service."*

It is the State's understanding that if a CapTel, CapTel or Spanish call comes in via the 7-1-1 dialing access or the incorrect direct access number, the CA would not be able to process the STS, CapTel or Spanish call, but would need to transfer it to another location/CA trained to handle these calls. Please clarify.

If an English or Spanish CapTel call comes into a Traditional Relay center, the CA would transfer them to the English or Spanish CapTel number where they would get transferred to the CapTel Call center. The user would finish completing their call on their own at this point. If a Spanish call comes in via 7-1-1, the call would be transferred to our Spanish gate which is manned by qualified Spanish speaking CA's.

First Proposal Clarifications/Corrections *19. Page 177 (Section 5.18) CSD states "Minnesota Relay users who wish to place a 900 call must utilize the 900 toll-free access number in order for CSD Relay to accurately detect restrictive blocks placed on the calling party's telephone line by the Local Exchange Carrier (LEC). This is done to circumvent fraud and increase functional equivalence of Pay-Per-Call Services."*

If a Minnesota Relay call comes in via the 7-1-1 dialing access or a Minnesota Relay 800 access numbers and the caller gives an outbound 900 number, would the caller be transferred to the 900 access number or would they be asked to call back on the 900 access number? Or, would the call be processed by the CA, who is not able to detect a 900 call block if applicable?

If the caller dials 7-1-1 or a Minnesota Relay access number and then gives an outbound 900 number the CA will explain that the caller must dial connect to Minnesota Relay via the access number, the CA will then provide the access number (900-246-3323) to the caller. CSD's TRS system does not permit CAs to dial an outbound 900 number when an inbound caller connects via 7-1-1 or a Minnesota Relay 800 access number.

If a Minnesota Relay user dials the 900 access number and wishes to make a 900 call via STS, Spanish relay, CapTel, etc . . . would the call be transferred to the appropriate CA able to handle the requested mode of relay, or would the requested mode of relay call and/or the 900 call be refused?

CapTel 900 service requires that the consumer call CTI in order to enable 900 services on their phones. This will then allow the consumer to make 900 calls from their CapTel phone.

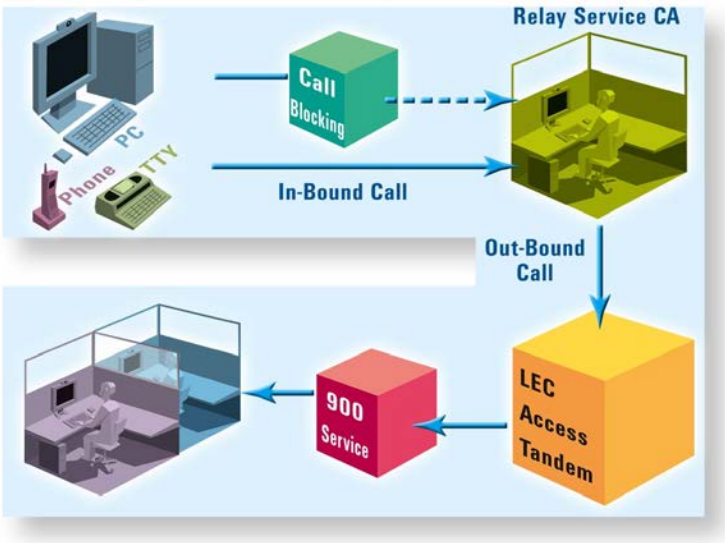
CSD's Technical Partner, Sprint's Intelligent CA Call Processing terminals allow CAs to process all call types from any CA position, offering the maximum flexibility. The 900 access number for Minnesota Relay will be routed to an appropriate call center that staffs CAs with specialized Spanish language and/or speech-to-speech relay skills. The skills CAs will be called upon assist when Spanish or STS service is requested by the caller.

If a Minnesota Relay user dials the 900 access number and wishes to make a 900 call via STS, Spanish relay, CapTel, etc . . . and the call is transferred to the appropriate CA able to handle

the requested mode of relay, would the STS, Spanish, CapTel, etc . . . CA be able to detect a 900 call block if there is one in place on the callers line?

Minnesota Relay users who wish to place a 900 call must utilize the 900 toll-free access number. CSD's TRS platform will continue to support the necessary Telecommunication interconnections to support direct end user billing by Pay-Per-Call Service Providers. CSD exceeds the minimum requirement by ensuring functional equivalence by preventing unauthorized end-users from circumnavigating LEC restrictions. This process ensures that the LEC will only complete those calls to the Relay Service that do not have a 900-number block added to their phone lines. Callers to Minnesota Relay Service may access 900 Services by dialing a designated 900 access number: 900-246-3323.

See the figure below which illustrates access to 900 Pay-Per-Call Services.



CSD also provides functionally equivalent Pay-Per-Call Service by adhering to the FCC guidelines governing Pay-Per-Call Services established in 1996. Pursuant to those FCC guidelines, the 900-Service Provider must include an introductory message including the name of the company, a brief description of the information or service to be provided and the price terms of the transaction prior to beginning the charge for the call. This information will be relayed to the Minnesota Relay user, who may choose to disconnect before being charged. Like traditional voice users, the 900-Service Provider and the 900-number Carrier will rate and bill the user as if the call was dialed directly from the originating user's telephone.

5.19 Access to Coin Sent-Paid Calls

The Contract Vendor shall allow Minnesota Relay users to make a call from a coin-operated public pay phone. Local calls will be provided at no cost to Minnesota Relay

pay phone user.

CSD and Sprint have processed coin-sent paid Relay calls placed from pay telephones since 1990. The FCC ruling referenced in this requirement is a result of CSD and Sprint successfully handling TRS coin sent calls in this manner. As adapted to the "Alternative Plan" by the FCC in 2002, Minnesota users can place local TRS calls from payphones without incurring a charge. Toll calls can be billed Collect, Third-Party, Person-to-Person, to LEC calling cards, non-proprietary IXC calling cards (if the Carrier is a participant of CSD's COC program) and debit (pre-paid) cards. On occasion, the CA may need to request that the caller provide the dialing instructions indicated on the pre-paid card. The CA will then verify the number and connect the call. The CA will inform the user of the amount of minutes/units available on the card before the Relay call begins.

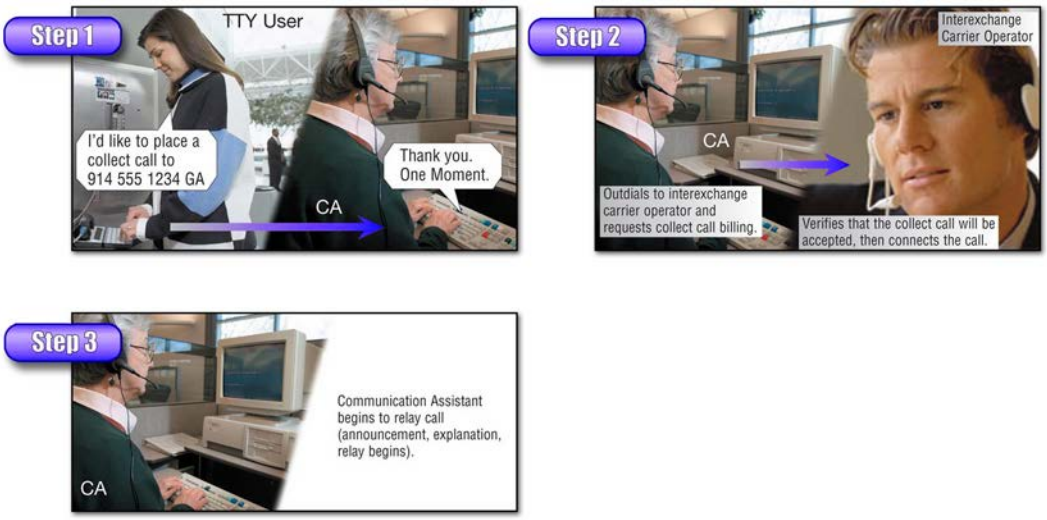
Long distance and toll calls may be made by charging the call to a calling card, making a collect call, or billing the call to a third party.

CSD will process intrastate local and Interexchange, coin-sent-paid, third-party, calling card, collect calls, person-to-person calls, and calls charged to a third-party for Minnesota Relay. CSD will also process calls from pay telephones in accordance with FCC regulations.

CSD and Sprint will bill Minnesota Relay users for collect calls, person-to-person calls, and calls to and from hotel room and calls charged to a third party. Alternatively, Sprint will pass along the appropriate call-digit information to the Minnesota Relay user's Carrier, identify the call as a Relay call and designate the call as a collect call, person-to-person call and/or a call charged to a third-party to enable the Minnesota Relay user's Carrier-of-Choice to bill the call appropriately.

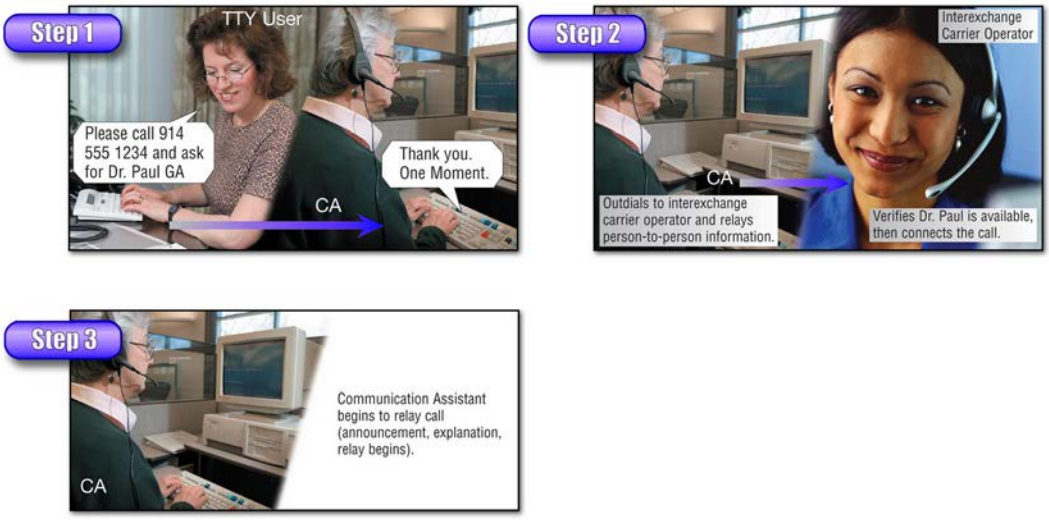
Collect Calls

Minnesota CAs must obtain call acceptance from the called-party prior to allowing the user to begin his/her conversation. This information will be embedded in Sprint's CDR and used to bill Collect calls to the end-user.



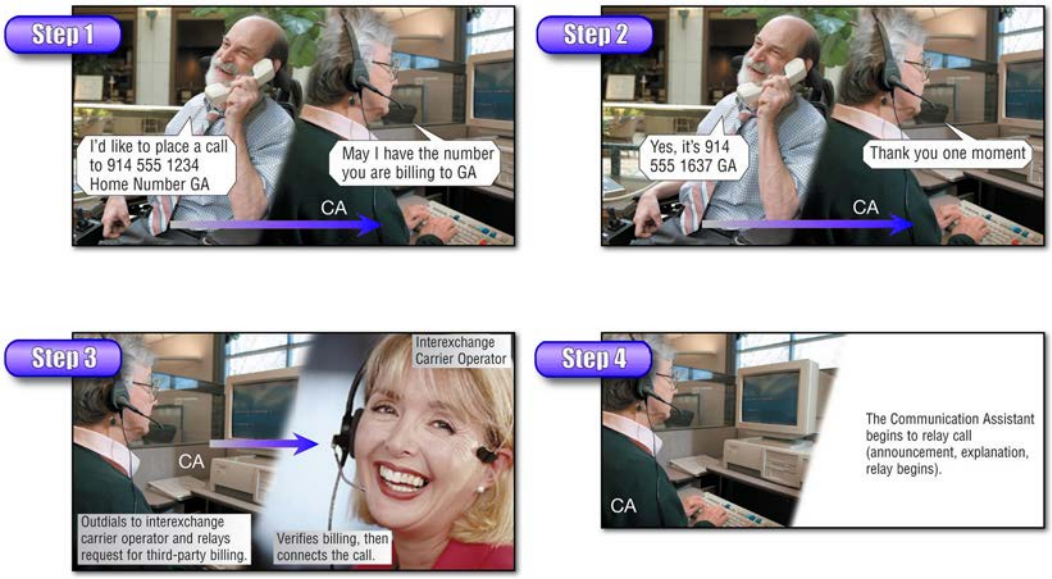
Person-To-Person Calling

The CDRs of Person-to-Person calls will be flagged with a unique value recognized by the Sprint billing system. This ensures accurate Person-to-Person billing.



Third Party

The CDRs of Third-Party calls also receive a unique system flag to ensure appropriate system identification and billing.



If the caller is using a calling card, the CA shall inform the caller of the amount of minutes/units left on the card (if provided by the calling card company).

CSD CAs will inform callers of the amount of minutes remaining on pre-paid calling cards.

During the term of the Contract, if there are pre-paid calling cards that the Contract Vendor does not accept, a list of all restricted pre-paid cards shall be submitted to the State. The Contract Vendor must, at the request of the State, provide written justification for excluding a prepaid, debit, or other calling card that they include on their list of unacceptable cards. In the event that the Contract Vendor's explanation is not acceptable to the State, the Contract Vendor will be required to accept the card.

CSD will work with the TAM administrator to ensure access to Minnesota Relay is not jeopardized by the lack of available cards. Any cards that are disallowed will be reported.

The Contract Vendor shall provide the State with a list of all accepted and not accepted calling cards on an annual basis.

It is virtually impossible for CSD (or any other provider) to publish a report that shows a list of cards CSD accepts or do not accept. There could be more than 5,000+ cards available to customers nationwide.

Please refer to the Responder's Exception for more information located under Tab P.

EXCEPTION: *The contract vendor shall provide the state with a list of all accepted and not accepted calling cards on an annual basis.*

CSD's Response: This is unable to be done since there are 5000+ calling and/or debit cards available. It would be difficult to list all of these and ensure that you were not missing a card.

The State accepts CSD's exception *and notes that CSD has stated (on page 180 of their Proposal) that "Any cards that are disallowed will be reported."*

5.20 Access to Directory Assistance Services

The Contract Vendor shall provide Minnesota Relay users with access to local and long distance directory assistance.

CSD and Sprint are able to offer a relay service that provides a complete telephone package including long distance, local, wireless access and nationwide Directory Assistance. CSD will provide Minnesota Relay users with unlimited access to standard Operator and Directory Assistance including local and long distance Directory Assistance (DA) for free or at rates no higher than those charged normally to end users by the local telephone company. Once Minnesota Relay callers make the request, the CSD CA contacts the appropriate Directory Assistance Operator. The CA relays Directory Assistance calls between the Relay user and the Directory Assistance Operator.

Realizing that the majority of DA services are not TTY accessible, Sprint has also implemented a designated toll-free 800 TTY number for nationwide Directory Assistance. The Sprint TTY Operator and Directory Assistance's number is: 1-800-855-4000 (TTY).

5.21 Access to Audiotext, Interactive Voice Response Units & Answering Machines

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

When reaching a recorded message, the CA utilizes CSD and Sprint's recording technology, which has the capability of recording audio information from the outbound

line on the first attempt using a 'hot-key'. The CA then plays back the recording at a pace that allows them to relay the entire message to the TTY caller. CAs are trained to type or relay the entire recording.

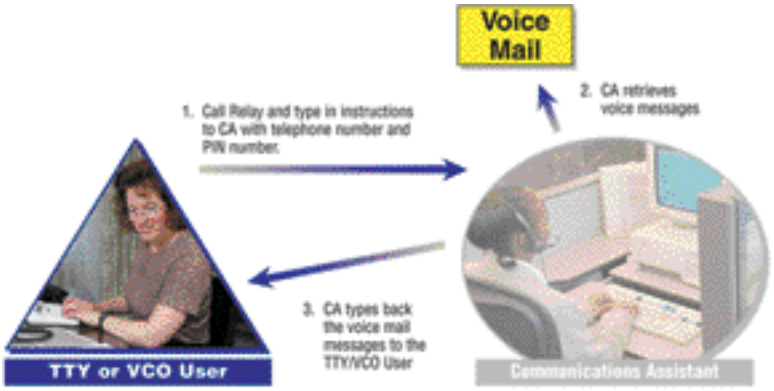
CSD CAs will inform Minnesota Relay users when reaching an answering machine, voice mail, or interactive menu. To keep the TTY caller informed of the call progress, the CA will hit a "hot key" which will transmit:

(ANS MACH)GA
or
(RECORDING)

Hearing users will be informed orally of call status messages.

Callers will be charged for the first call only. This is done to avoid additional charges to the State and the Relay user for the longer portion of the redial. Therefore, Subsequent redials to replay a message, leave a message or enter information into an interactive menu are not charged to the caller. CSD and Sprint have developed a procedure using our Ultra WATS lines to ensure that with additional out-dials; the Relay caller does not incur toll charges.

CSD Relay has the capability of retrieving messages from any voice processing system that can be accessed via the telephone. CSD retrieves messages from answering machines by placing an outbound call to a remote location or to the same location.
When a user requests the CA to retrieve messages from a voice mail system or PBX mailbox, the CA will follow the user's instructions for outdial, pin entry, access codes, and/or system commands to retrieve new messages, play messages, save, and/or delete messages.



To ensure confidentiality of access code information, the CA is able to utilize a scratchpad which has been incorporated into the call processing software. This allows the CA to retain necessary information to complete the call. At the end of the call, all information pertaining to the call is automatically erased from the CA position.

The CA will confirm with the caller that their message has been left. Once the CA has left the message on the answering machine or voice mail, the CA will confirm orally or send a pre-programmed response to the Minnesota Relay caller stating:

"(UR MSG LEFT)" CA XXXX M/F GA

5.22 Three-Way Calling Functionality

Responders must state how three-way calling will be arranged for Minnesota Relay calls. As per the FCC, three-way calling is defined as a TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.

Minnesota Relay users who have purchased Three-Way calling or conference calling capability from his/her Local Exchange Carriers can use this feature when placing a call through Minnesota Relay. This feature allows the Minnesota Relay user to place the call to the Relay and then conferences in the voice-called party. This is also known as the Two-Line VCO method.

Another example would be if the Minnesota Relay TTY user places the call to Minnesota Relay and then conferences in another TTY user on the line. The original TTY user requests to place a call to the voice-called party. It then becomes a conversation between two TTY customers and one Voice customer. This process also would apply if there were two voice customers and one TTY user on the line.

Contract negotiation meeting with CSD and Sprint on February 28, 2006 (question #9).
Our questions: RFP Section 5.22 **Three-Way Calling Functionality.** How is a three-way call processed through STS?

Sprint's response: STS three-way calling is initiated in the same manner as traditional TRS.

5.23 Public Access to Information

DOC-TAM periodically contacts all Minnesota telephone companies to remind them of their responsibility, as required by FCC 47 C.F.R. § 64.604(c)(3), to include Minnesota Relay access numbers and information in their telephone directories, periodic billing inserts and newsletters.

The Contract Vendor may publish, at their own expense, Minnesota Relay access numbers in local exchange company and other telephone directories in Minnesota. The numbers may be listed under "Minnesota Relay" and/or listed under the Contract Vendor's corporate name. All listings under "Minnesota Relay" shall be coordinated with the State. All listings under the provider's corporate listing shall include the term "Minnesota Relay".

CSD has published the Minnesota Relay numbers in the local Moorhead directory. CSD will ensure they continue to work with the state of Minnesota to monitor all directories and ensure that the numbers are correctly labeled. All of CSD's relay offices in the state of Minnesota directories will be referred to as CSD Minnesota Relay under corporate listings.

5.24 Customer Preference Database

The Contract Vendor must establish and maintain a customer preference database of call setup and handling preferences for Minnesota Relay users. Permanent call type identification and any other information in the customer record shall be automatically synchronized in the successful responder's system ensuring that the customer will not be required to contact the provider more than once to give the same information.

Sprint launched the first Relay Customer Preference Database for the State of Texas in 1995. CSD is excited to offer our Customer Preference Database (also referred to as Sprint's Customer Profile information). This information is activated automatically, or at the option of the caller and appears on the CA's screen.

In accordance with FCC 47 C.F.R. § 64.604 (c)(7) the Contract Vendor "shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor.

CSD will assist in the transfer of TRS customer profile data to any incoming TRS vendor for the State of Minnesota.

Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order."

CSD will provide the customer profile data in usable form at least 60 days prior to CSD's

last day of provision, to any incoming TRS vendor for the State of Minnesota. Additionally, CSD will ensure that such data will not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. CSD will ensure that such information shall not be sold, distributed, shared or revealed in any other way by CSD or its employees, unless otherwise compelled to do so by the law.

Minnesota Relay users shall not be required to provide any data beyond their first name, last name, phone number and one other field (other than user password if required) in order for their customer preference registration to be considered valid.

Users who fill out their Customer Profile information at CSD with only their first name, last name, phone number and one other field (other than user password) will be considered valid for their customer preference registration.

Data entry (addition, change or delete) shall occur within 24 hours of receipt.

CSD will complete data entry within 24 hours of receipt of information.

A. Required Fields

At a minimum, the Contract Vendor's customer preference database shall consist of the following multiple fields. The State may, from time to time, require the Contract Vendor to provide additional mandatory fields as deemed necessary by the State.

- *User's primary telephone number including area code.*
- *User's first and last names.*
- *User's street address, city, state, and zip code.*
- *Preferred mode of communication (TTY, Voice, VCO, HCO, STS, ASCII and baud rate).*
- *Preferred Language (English, Spanish, ASL).*
- *Preferred long-distance carrier for intraLATA toll service.*
- *Preferred long-distance carrier for interLATA toll service.*
- *Preferred billing method.*
- *Preference for a female or male CA.*
- *Out-dial restrictions (long distance, international, operator and/or directory assistance, pay-per-call and/or 800 calls). The caller shall be able to override their assigned blocking on a per-inbound call basis by providing the CA with a password that matches the password provided in their customer preference registration.*
- *Frequently dialed numbers (a minimum of up to 10 numbers, arranged in*

alphabetical order of the name).
- *Emergency numbers.*
- *Greeting (allows the relay user to customize how the CA announces the relay call to the called party).*
- *Customer notes.*
- *Password or access code.*

Please refer to the Responder's Exception to "Out-dial restrictions" and "Frequently dialed numbers arranged in alphabetical order" located under Tab P.

Users may submit their Customer Profile information by mail, fax, e-mail, and in all modes of Relay. When a user makes a change directly with the Relay Service, it will be implemented and available immediately. This prevents the need for the Minnesota Relay user to inform the Relay Service more than once of their call handling preferences. If the request is received via indirect correspondence (i.e. mail, fax, or email), the request will be available immediately upon entry into the Relay system.

Users are also able to create or update their Customer Profile Database while on-line with a CSD CA, Customer Service Representative or via a web-based Minnesota Relay site. This website will allow the Minnesota Relay user to log their call preferences into the web-based application, which will be used to create the user's profile. CSD will store this information and utilize it for users' call preferences to process Relay calls. CSD's Customer Profile Database profile offers a wide variety of fields, including:

- User's primary telephone number including area code
- User's first and last names
- Long Distance profile:
  Users can choose their preferred Carrier for intraLATA and interLATA toll calls. Preferred billing methods allow users to use alternative billing options from the number they are calling from.
- Call Block:
  This feature is used to block types of out-dials (e.g. 900, Directory Assistance, and/or long distance numbers.) CSD complies with all FCC rules pertaining to Caller ID and call blocking services. Sprint's SS7 platform will transmit the 10-digit number for local and toll calls.
- Frequently Dialed Numbers:

Frequently Dialed Numbers, sometimes referred to as Speed-Dial Numbers, will allow Minnesota Relay users to store frequently called numbers in their Customer Preference Database along with a name for each entry. When initiating a call, the user can then provide the name of the person they wish to call to the Minnesota CA, instead of the entire 10-digit number.

- Emergency Numbers:
  Emergency Numbers will allow Minnesota Relay users to store emergency numbers in their Customer Profile along with a title for each entry. Minnesota Relay users can provide the title to the CA instead of the entire 10-digit number when initiating an emergency call.
- Preferred Language:
  Users can indicate their preferred language including English, Spanish, and ASL.
- Preferred Gender:
  Users can also indicate their preference for a female or a male CA in their customer notes.

Users are also able to update their Customer Profile Database while on-line with a CSD CA, Customer Service Representative or via the web. When a user makes a change directly with the Relay Service, it will be implemented and available immediately.

As it continues to look toward the future, CSD is investigating the implementation of new database features including:

- Preferred mode of communication (TTY, HCO, VCO, Voice, TurboCode, ASCII, Blind Deaf ASCII and Blind Deaf TTY.):
Selection of preferred answer type allows the CA to automatically greet the caller in their preferred mode of communication. This eliminates time in connecting the call in the customer's preferred mode.

- User's registered permanent answer type—Minnesota Relay users may choose to have their telephone numbers permanently branded with their preferred communication mode. When a telephone number is branded, each call into CSD or Sprint Relay receives a unique answer greeting based on the call type they have indicated. Users may register for their preferred communication mode with the CA or Customer Service.

- Preferred CA Characteristics:
Users would have the ability to specify the type of CA they would like assigned to accept their call (if available). This would generate the ability to route a 711 call to their preferred CA gender, the call-type preferred such as: TTY, Voice, VCO, STS, and language preferences: English, Spanish or American Sign Language (ASL).

- Calling Profile:
Users would be able to specify their preferred LEC and preferences for COC for Intrastate, Intralata, Interstate and International calls; billing preferences, outbound calling restrictions, billing restrictions and blocking of specific incoming calls.

- Call handling preferences:
This feature would expand standard preferences to include frequently utilized preferences. Users could specify general call handling preferences including: announcing and explaining the Relay, typing background noises, tone of voice, and typing all recordings.

First Proposal Clarifications/Corrections *20. Page 185 (Section 5.24). CSD states "CSD is excited to offer our Customer Preference Database (also referred to as Sprint's Customer Profile information). This information is activated automatically, or at the option of the caller and appears on the CA's screen."*

Please explain what responder means by "activated automatically". Please note that in accordance with RFP Section 5.25 Branding, automatic branding of Minnesota Relay calls is not allowed.

CSD's Response: When CSD referred to "activated automatically", CSD was referencing that when the call arrives at the agent position there is an ANI check that occurs. When there is a match of a Customer Database file to an inbound ANI, the screen will be activated automatically for the CA to reference the CDB information for that particular customer.

First Proposal Clarifications/Corrections *21. Page 187 [Section 5.24 (A)].*
- Bullet point #3: *User's street address, city, state and zip code. Responder does not list these items as available fields on the Customer Preference form/database, nor does the responder list these items as exceptions.*

Please clarify whether these are available fields for customer preference information.

CSD's Response: We have attached a copy of the Customer Database Form for your review to

assist in answering several of your questions in regards to what is available.

The user's street address, city, state and zip code are available fields on the Customer Preference form/database, as seen below.

Last Name:
First Name and Middle Initial:
Area Code and Phone Number:
Street Address:
City:
State: Zip:

Please see the attached copy of the Customer Profile Database form, which includes all available fields.

• Bullet point #4: *Preferred mode of communication (TTY, Voice, VCO, HCO, STS, ASCII and baud rate). Responder does not list this item as an available field on the Customer Preference form/database, nor does the responder list this item as an exception.*

Please clarify whether this is an available field for customer preference information.

CSD's Response: The Customer Database form offers the following Answer Type options.

Answer Type: ❑ TTY ❑ VOICE ❑ VCO
❑ HCO
❑ ASCII-300 0 ❑ASCII-1200 ❑ ASCII-2400

Language Type: ❑ English
❑ Spanish

A customer's Answer Type preference tells the CA how the customer prefers to answer the phone when receiving a relay call. In addition, Users can indicate their preferred language including English, Spanish, and ASL.

User's registered permanent answer type – Minnesota Relay users may choose to have their telephone numbers permanently branded with their preferred communication mode. When a telephone number is branded, each call into Minnesota Relay receives a unique greeting based on the call type they have indicated. Users may register for their preferred communication mode with the CA or Customer Service. Permanent answer mode options include TTY, Voice, VCO,

HCO, ASCII, Blind/Deaf ASCII, Blind/Deaf TTY, and Turbo Code. Permanent call type registration allows the CA position to automatically greet the caller in their preferred mode of communication. This eliminates time in setting up the call in the customer's preferred mode.

• Bullet point #13: *Greeting (allows the relay user to customize how the CA announces the relay call to the called party). Responder does not list this item as an available field on the Customer Preference form/database, nor does the responder list this item as an exception.*

Please clarify whether this is an available field for customer preference information.

CSD's Response: Customer Notes - This tells the CA of requests that you have when using the Relay service. Users can specify general call handling preferences including customizing preferences for announcing the Relay call.

• Bullet point #14: *Customer notes. Responder does not list this item as an available field on the Customer Preference form/database, nor does the responder list this item as an exception.*

Please clarify whether this is an available field for customer preference information.

CSD's Response: Customer Notes - This tells the CA of requests that users have when using the Relay service.

• Bullet point #15: *Password or access code.*

Responder does not list this item as an available field on the Customer Preference form/database, nor does the responder specifically list this item as an exception. Responder lists exception to password being required for bullet point #10 stating that "CSD does not support Password or PIN access to the customer preference database."

CSD's Response: Users are able to create or update their Customer Profile Database while on-line with a CSD CA or a Customer Service Representative. Relay users are able to submit Customer Profile information by mail, fax, e-mail, and via all modes of Relay. When a customer makes a change directly with the Relay service, it will be implemented and available immediately. If the request is received via indirect correspondence (i.e. mail, fax, or email), the request will be available immediately upon entry into the TRS system. If requested, Customer Service will ensure that within 24-hours, written confirmation is sent, verifying the change requested. CSD Customer Service will assign a reference number when written confirmation is request. Users are requested to please make special note of their Reference number, located on the bottom of Profile confirmation sheet. When a user calls CSD Relay Customer Service, the

representative will need the Reference number in order to discuss the user's database entries. To ensure privacy, without the Reference number, customer service will communicate through the mail.

First Proposal Clarifications/Corrections *22. Page 188 and page 189 [Section 5.24 (A)]. CSD states that "Users are also able to create or update their Customer Profile Database while on-line with a CSD CA, Customer Service Representative or via a web-based Minnesota Relay site."*

Minnesota Relay's Web page is part of the Department of Commerce's Web site. Please clarify how a user would be able to create or update their customer preference database via a Web-based Minnesota Relay site?

CSD's Response: CSD will be willing to have the Customer Database Form available online via the web-based Minnesota Relay Site that the state currently administers. CSD's intent when mentioning this was to have the Customer Database form available via a link in which the consumer could download and then print to fill out and send in via one of our access channels. They would be able to mail, e-mail, fax and/or have the form available when they call Customer Service to update their CDB file. CSD's online format is one that is being developed by Sprint but allows for one of the most confidential means of accessing and updating their files. CSD along with their technical partner, Sprint is working diligently on a way to ensure that the confidentiality and customer support that is currently in place can remain with a new on-line format that is always susceptible to infringement of those basic requirements of TRS. CSD believes that together we can find a way that will ensure that confidentiality.

These forms could be mailed and/or faxed to our Customer Service Department in Independence, MO. If an individual desired to submit these to the CRO, they would be collected and then submitted to the Customer Service Department to enter the necessary information into our CDB. Electronic copies of this form could be made available on the Department of Commerce's website if it so desired by the state of Minnesota.

First Proposal Clarifications/Corrections *23. Page 189 [Section 5.24 (A)]. CSD states "As it continues to look forward to the future, CSD is investigating the implementation of new database features including:".*

Are these proposed features something that would happen automatically without CA intervention, or are they features that the CA would need to set up once the inbound call is received by the CA and the Customer Preference information becomes available on the CAs screen?

CSD's Response: Regarding CSD's future plans for new database features — It is CSD's plan to automatically brand the features described in sect 5.24, page 189. Once the features are set up in the customer's profile, the desktop software will provide these features without CA intervention.

Please clarify this section (page 189-190), as some of the new database features listed are already available.

CSD's Response: On page 189-190, a great many of these features are features that CSD has listed as already available to the public. These features as listed below are features that will be broken down into categories of what requires CA intervention and what does not.

New database features (CA intervention required):

1) Preferred mode of communications
2) Preferred CA Characteristics:
    a) Preferred CA gender
    b) Call type reference

New database features (Automatic– No CA intervention required):

3) User's registered permanent answer type
4) Calling Profile:
    1. Preferred LEC
    2. COC for Intrastate; Interstate; and International
    3. Billing preferences
    4. Outbound calling restriction
    5. Billing restrictions
    6. Blocking of specific incoming calls (The FCC no longer allows this feature functionality)
5) Call handling

Second Proposal Clarifications/Corrections Question #27. On page 187 of CSD's Proposal, CSD takes an exception to bullet point #10 of Section 5.24 (A)[1]. CSD's exception states only that "CSD does not support Password or Pin Access to customer preference DB."

[1] Section 5.24 (A) Bullet Point #10 states "Out-dial restrictions (long distance, international, operator and/or directory assistance, pay-per-call and/or 800 calls). The caller shall be able to override their assigned blocking on a per-inbound call basis by providing the CA with a password that matches the password provided in their customer preference registration."

In CSD's response to Proposal Clarifications/Corrections, CSD states on page 23 that "CA workstations do not have access to Outdial Restrictions or Emergency Numbers." CSD states on page 24 that "Our CAs as indicated can assist the caller with every aspect except for the outdial restrictions as well as the emergency numbers."

Does this indicate that a relay user is not able to override their assigned blocking on a per-inbound call basis (via the CA), and must first call Sprint Customer Service to make the request and then place their relay call? If this is the case, how does Customer Service know that the caller has completed their relay call, and ensure that the outdial restriction is reactivated in the relay user's customer preference database?

CSD's Response: CSD along with their technical partner Sprint has established guidelines that we believe allow for a consistent application of any requested blocks on a Customer Database Form. If there is a need for a single call override of a restriction, the customer can call Customer Service and request that the restriction be lifted by providing a reference number that they will have established. The customer then can call MN Relay to make their call with the restrictions being lifted. When the customer has completed the calls that they intended to make with the lifted restrictions, they will then need to call customer service back to once again indicate the restrictions they wish on their Inbound phone number.

We believe that this process will allow us to ensure that the intent of the Customer Database restrictions is upheld. In looking at the reasons a person may request these restrictions, we have to realize it may be due to having a teenager and/or individual in their household that they do not want to be able to make Long Distance/International or other calls that we have restrictions for, hence they apply the restriction and are provided a profile reference number. Similar to when hearing people have restrictions applied to their phone lines, they will then be required to call in and lift those restrictions.

EXCEPTION: *Out-dial restrictions – Password Restriction*

CSD's Response: CSD does not support Password or PIN access to the customer preference DB. CSD does not currently support this capability with their Customer Database.

The State accepts CSD's exception.

EXCEPTION: *Alphabetical Order of Frequently Dialed Numbers*

CSD's Response: Frequently Dialed Numbers is possible, but not in alphabetical order. CSD provides the capability to have frequently dialed numbers but currently does not alphabetize them but rather lists them as they are provided by the consumer.

The State accepts CSD's exception.

B. Request Modalities

The Contract Vendor shall accept Minnesota Relay customer preference information via hand delivery, mail, fax, email and other electronic transmission, and in all

modes of relay (voice, TTY, STS, etc.).

Minnesota Relay users can send their completed Customer Profile to the following:

Sprint TRS Customer Service
PO Box 29230 MOINDA0101
Shawnee Mission, KS 66201-9230
Fax: 877 877 3291

For TTY/Voice/ASCII/VCO/STS:
800-676-3777 for English
800-676-4290 for Spanish

Users can opt to drop them off by hand at the Consumer Relations Office address located in St. Paul. The CRO staff will also be happy to send the completed forms to the Sprint TRS Customer Service after one-to-one trainings.

First Proposal Clarifications/Corrections *24. Page 190 [Section 5.24 (B)]. Would relay users be able to mail and fax completed Customer Preference forms to the CRO?*

Would users be able to e-mail completed customer Preference forms? If this is possible, to whom would they e-mail forms, and how would electronic copies of the form be made available to relay users?

CSD's Response: These forms could be mailed and/or faxed to our Customer Service Department in Independence, MO. If an individual desired to submit these to the CRO, they would be collected and then submitted to the Customer Service Department to enter the necessary information into our CDB. Electronic copies of this form could be made available on the Department of Commerce's website if it so desired by the state of Minnesota.

Relay users are able to submit Customer Profile information by mail, fax, e-mail, and via all modes of Relay.

Customer Service is staffed by Customer Service Representatives 24 hours-a-day, 7 days-a-week, 365 days-a-year. This enables the Minnesota Relay user to get necessary and immediate assistance or information.

Options for contacting Customer Service are as follows:

- TTY/ASCII/Voice/VCO/Speech-to-Speech: 1-800-676-3777
- Spanish (both TTY and voice): 1-800-676-4290
- Fax: 1-877-877-3291
- E-mail: Sprint.TRSCustServ@sprint.com
- Mail: P.O. Box 29230, Shawnee Mission KS 66201-9230

First Proposal Clarifications/Corrections *25. Page 189 & 191 [Section 5.24 (B) & (C)] CSD mentions a number of times that users will be able to complete or change their Customer Preference information online.*

If CSD does not require a password or PIN number, how would users be able to access their Customer Preference information to make changes? How would CSD ensure users privacy, security of information (e.g. if user lists calling card and pin number for long distance calls), and ensure that no other person is able to access, view and update their Customer Preference information?

CSD's Response: Users are able to create or update their Customer Profile Database while on-line with a CA or a Customer Service Representative. Relay users are able to submit Customer Profile information by mail, fax, e-mail, and via all modes of Relay. When a customer makes a change directly with the Relay service, it will be implemented and available immediately. If the request is received via indirect correspondence (i.e. mail, fax, or email), the request will be available immediately upon entry into the TRS system.

If requested, Customer Service will ensure that within 24-hours, written confirmation is sent, verifying the change requested. Customer Service will assign a reference number when written confirmation is request. Users are requested to please make special note of their Reference number, located on the bottom of Profile confirmation sheet. When a user calls Relay Customer Service, the representative will need the Reference number in order to discuss the user's database entries. To ensure privacy, without the Reference number, customer service will communicate through the mail.

First Proposal Clarifications/Corrections *26. Page 190 [Section 5.24 (B)]. CSD states "The CRO staff will also be happy to send the completed forms to the Sprint TRS Customer Service after one-to-one trainings."*

Would CRO staff be unable to access and input information into the Customer Preference Database?

CSD's Response: Customers can sign up or update their preferences by contacting Customer Service, or the CSD Customer Relations Managers at the CRO, who will provide a profile form or sign up online, which will automatically send the customer's profile to the Customer Relations Manager. The Customer Relations Manager will confirm all information and submit the form to the Customer Service team for prompt addition. If the request is received by TRS Customer Service via indirect correspondence (i.e. mail, fax, or email), the request will be available immediately upon entry into the TRS system.

C. Confirmation of Customer Preference Data

When customer preference information is received via relay (either by the CA or a supervisor), by customer service, or by the Minnesota Relay Consumer Relations Office, the Contract Vendor shall ask if the caller would like to receive a confirmation copy of their customer preference record by mail, fax or email. When the user wants to receive the confirmation copy, the Contract Vendor shall confirm with the customer the customer's mailing address, fax number or email address as appropriate. Note that address, fax number or email address information might not be included in the customer's customer preference record, and any portion not included in the customer's record shall not be retained by the Contract Vendor after the confirmation copy is sent. The Contract Vendor shall send the confirmation copy within 24 hours of the request. Users shall also be able to request a copy of their customer preference record via mail at any time.

CSD will only incorporate Customer Profile changes as a result of a direct request from a Minnesota Relay user, or others authorized to act on their behalf. CAs do not have access to certain areas of the Customer Database Profile information to assure confidentiality and accuracy for the user. These select and restricted fields may be changed by the user online or via Customer Service. In addition, CAs may not access a customer's database without the customer's permission.

CSD Relay is capable of receiving Customer Profile information by mail, fax, e-mail, and in all modes of relay. Upon customer request of a written confirmation, the customer will be transferred to the Customer Service department. Customer Service will confirm the preferred method of confirmation (fax, email and/or mail). Customer Service will verify the necessary information to complete the request. Customer Service will ensure that within 24 hours, written confirmation is sent.

Customers can sign up or update their preferences by contacting Customer Service, or the CSD Outreach Manager who will provide a profile form or sign up online which will automatically send the customer's profile to the Outreach Manager. The

Outreach Manager will confirm all information and submit the form to the Sprint Customer Service team for prompt addition.

CSD will only incorporate Customer Profile changes as a result of a direct request from a Minnesota Relay user, or others authorized to act on their behalf. CAs do not have access to certain areas of the Customer Database Profile information to assure confidentiality and accuracy for the user. These select and restricted fields may be changed by the user online or via Customer Service. In addition, CAs may not access a customer's database without the customer's permission.

First Proposal Clarifications/Corrections *27. Pages 191& 192 [Section 5.24 (C)]. CSD states that "CAs do not have access to certain areas of the Customer Database Profile information to assure confidentiality and accuracy for the user. These select and restricted fields may be change by the user online or via Customer Service. In addition, CAs may not access the customer's database without the customer's permission."*

However, on pages 188 and 189 CSD states that that "Users are also able to create or update their Customer Profile Database while on-line with a CSD CA . . .".

Please clarify the extent of a CA's ability to create and/or update a users Customer Preference information. Please also clarify how a CA (or customer service representative, etc.) would verify that the user who originally completed the Customer Preference form is the same person requesting to update the information.

CSD's Response: CA workstations do not have access to Outdial Restrictions or Emergency Numbers. TRS Customer Service Representatives have unrestricted access to all areas of the Customer Database Profile.

When a customer makes a change directly with the Relay service, it will be implemented and available immediately. If the request is received via indirect correspondence (i.e. mail, fax, or email), the request will be available immediately upon entry into the TRS system. If requested, Customer Service will ensure that within 24-hours, written confirmation is sent, verifying the change requested. Customer Service will assign a reference number when written confirmation is request. Users are requested to please make special note of their Reference number, located on the bottom of Profile confirmation sheet. When a user calls Relay Customer Service, the representative will need the Reference number in order to discuss the user's database entries. To ensure privacy, without the Reference number, customer service will communicate through the mail.

First Proposal Clarifications/Corrections *28. Page 191 [Section 5.24 (C)]. CSD states "Customers can sign up or update their preferences by contacting Customer Service, or the CSD Outreach Manager who will provide a profile form or sign up online which will automatically send the customer's profile to the Outreach Manager. The Outreach Manager will confirm all information and submit the form to the Sprint Customer Service team for prompt addition."*

Would the "Outreach Manager" be a staff person with the CRO?

Please clarify the statement ". . . the CSD Outreach Manager who will provide a profile form or sign up online which will automatically send the customer's profile to the Outreach Manager".

Please clarify exactly who would be able input/change Customer Preference information in the database? From the above quote, it appears that only Sprint's Customer Service team would have this ability.

CSD's Response: CSD has alluded to the Outreach Manager, as this title is used within other states to refer to the similar position in Minnesota that is the Customer Relations Managers that we have on staff at our St. Paul Customer Relations Office.

In order to minimize the changes to customer preferences, we have limited the capabilities to a select few that are available at all times. This ensures the confidentiality as well as accuracy of the information inserted into the customer's database. Our CAs as indicated can assist the caller with every aspect expect for the outdial restrictions as well as the emergency numbers. Our TRS Customer Service will have the ability to work with all of our customers to modify their records. Our Customer Relations staff will be able to gather the forms and to ensure that they are focusing on their requirements to educate and disseminate information regarding the Minnesota Relay, they will be able to send those forms to our Customer Service office to complete the data entry into our Customer Database.

D. Customer Preference Data Confidentiality & Security

The contents of Minnesota Relay's customer preference database are of the highest sensitivity and confidentiality. Responders shall describe what security measures they will take to ensure the confidentiality of customer preference data, including any security verification measures to ensure that a user's customer preference information may only be acted upon (establish/changed/deleted) by that user or a person authorized in writing to make changes on the user's behalf.

Once implemented, CSD will only incorporate Customer Profile changes as a result of a direct request from a Minnesota Relay user, or others authorized to act on their

behalf.

Monitoring of Data

Queries to and from the database will use encrypted communication links or encrypt the data before transporting the data over the Local Area Networks. Any Voice over IP connections will use 128-bit encryption to insure the caller's privacy.

Confidentiality

CSD appreciates the sensitivity of the caller's customer preference information and preserves the security of the caller's preference data by encrypting the caller's unique data within the Customer Profile database. CSD will use a unique identifier or password for each caller to ensure confidentiality is maintained for Minnesota user information.

In accordance with the FCC, all information utilized for call set up, including customer database and preferred call type information remains confidential and cannot be used for anything but the call. Once the inbound party disconnects, all information pertaining to that call disappears from the CAs terminal.

The required confidentiality and security of the customer preference data is covered during training of all employees and reinforced throughout employment.

First Proposal Clarifications/Corrections *29. Page 192 & 193 [Section 5.24 (D)]. CSD states that "Once implemented, CSD will only incorporate Customer Profile changes as a result of a direct request from a Minnesota Relay user, or others authorized to act on their behalf." And "CSD will use a unique identifier or password for each caller to ensure confidentiality is maintained for Minnesota user information."*

CSD's Exception # 2 [to Section 5.24 (A), page 187] states that "CSD does not support Password or PIN access to the customer preference DB. CSD does not currently support this capability with their Customer Database."

Please clarify. If CSD does not support password or PIN access, what unique identifier or password would CSD use to ensure confidentiality? How would CSD ensure that the person requesting a change to Customer Preference information is the same person who originally completed the Customer Preference form?

CSD's Response: Please see the responses in questions #22 and 25 to further clarify this.

5.25 Branding

The Contract Vendor may not develop "branding" or "probability profiles" or other customer preference records based solely on experience with Minnesota Relay users. Likewise, the Contract Vendor may not use call set-up or handling instructions given by the relay user at the start, during, or after a relayed call to develop a customer preference record unless specifically requested by the caller.

CSD will ensure that our system will not develop any type of "branding" or "probability profiles" or other customer preference records based solely on experience with Minnesota Relay users. Additionally, CSD will ensure that our system will not use call set-up or handling instructions given by the relay user at the start, during, or after a relayed call to develop a customer preference record unless specifically requested by the caller.

The only exception that our system will brand the relay call is if the caller specifically requests a preferred communication mode to be added to their profile. The caller will be instructed to complete a customer profile form in order to have their relay calls branded with a permanent customer preference identification. With this feature, Customers are able to register their preferred communication mode including TTY, Voice, VCO, HCO, ASCII, Turbocode, Blind and Deaf TTY and Blind and Deaf ASCII. If a user is registered as Blind and Deaf, transmission speeds will automatically be reduced.

Contract Negotiation meeting with CSD and Sprint on February 28, 2006. In final contract negotiations, Sprint stated that they are not able to provide selective branding based only upon the request of the relay user.

As a result, CSD added an EXCEPTION for this requirement stating "CSD's platform that is utilized only allows for branding to be utilized via the permanent branding at the customers choice and via branding based on the last usage from the particular ANI. CSD is unable to turn off any portion of the branding, yet can offer what has been determined in the industry to be the most customer friendly branding to date.

CSD recommends that the state of Minnesota leaves their branding philosophy in tact with what is currently provided today.

** See also Sprints Blockage Talking Points documents which states:*

Branding-
When a relay user calls MN Relay, the relay system automatically captures and brands each telephone number to the caller's communication type for future use. The next time relay user

uses the same telephone number; the ANI will automatically provide the requested type of call used. If the relay user uses different type of call (by relay user making the request), then automatic branding will brand the telephone number with new type of call for future use.
Note: If a relay user requests a permanent preference, this preference overrides the automatic branding. Though a different relay user may use the telephone number with permanent branding, he or she can ask for different type of call to be used; nonetheless, the permanent branding remains effective until the relay user specifically requests that the TRS provider's agent change the user's database.

Branding can be enabled or disabled per toll free number and is generally disabled for dedicated toll free numbers (e.g. Speech to Speech, VCO, etc...)
From our experience, branding combined with dedicated toll free numbers represents an optimal solution. Households with multiple users such as VCO and Voice can permanently brand the number to voice for all 711 calls and utilize the dedicated VCO toll free number for all VCO calls.

Below is a list of all current MN toll free numbers, branding look up and default answer type for telephone numbers that have not accessed relay previously or branding for toll free number is not activated.

Toll free access type	Toll free Number	Branding look up performed?	Default connection type
711	Non-published Toll free number	Yes	Voice
TTY, Voice, Ascii	800-627-3529	Yes	Voice
Spanish	877-627-5448	No	Voice
STS	877-627-3848	No	Voice (STS)
Pay per call	900-246-3323	Yes	TTY
VCO	877-627-3024	No	VCO

The State accepts CSD's Exception.

5.26 Handling of 7-1-1/800-627-3529 Calls

711 and 800-627-3529 calls shall first be answered by voice. If there is no response from the caller, then the call will next be answered in TTY mode. If there is no TTY response, then the call will next be answered in ASCII. If there is no ASCII response, then the call will again be answered by voice, continuing to TTY and ASCII before disconnecting for no caller response. The State reserves the right to change the order of answering or to add other Minnesota Relay services into the order.

CSD accepts calls by using the following answer sequence:

- Unbranded calls come into the Relay Center first on the voice path.
- If there is no response, the call is switched to the TTY path, sending Baudot tones.

- If still no response, ASCII tones are sent.

This sequence will be repeated twice before the call is disconnected

If a Minnesota Relay user has indicated their preferred mode of communication via a customer preference record, and the user calls into the Minnesota Relay via the 7-1-1 or 800-627-3529 access numbers, the call shall be answered in the user's preferred relay modality.

Once a user has registered their preferred answer type, calls coming in from that inbound number will be answered in their preferred Relay modality.

5.27 Carrier of Choice

A. Access to Carrier of Choice

In accordance with the FCC's rule pertaining to equal access to interexchange carriers [FCC 47 C.F.R. § 64.604(b)(3)], "TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users."

Accordingly, Minnesota Relay users shall be granted access to their choice of interLATA (interstate and intrastate) and intraLATA carriers through the relay service to the same extent such access is provided to voice telephone users in Minnesota.

Sprint was the only Interexchange Carrier (IXC) and Relay provider who had fully implemented Carrier-of-Choice (COC) functionally by the FCC-mandated date of July 26, 1993. On that date, CSD and Sprint had both the technical and operational capability to send and receive COC calls to and from other Relay providers. Sprint's network has the capability to permit users to select the IXC or LEC of their choice in accordance with State and federal law.

CSD offers Minnesota Relay users the option of having their intrastate, interstate, and international calls carried by any IXC who has agreed to participate in the CSD COC program. When a Minnesota user indicates their COC preference, the CA verifies that the requested Carrier is a COC participant. If so, the call is routed accordingly. Minnesota Relay users will be able to use any billing method made available by the requested Carrier; including Collect, Third-Party Calling and Pre-paid cards. Minnesota Relay users may also designate their preferred COC in their Customer Profile in order to default to that specified Carrier.

Minnesota Relay users shall be able to request their carrier of choice (COC) via information contained in their customer preference record and via a direct request to the CA. Direct requests to a CA shall override the COC information contained in the caller's preference record only for that singular request.

CSD will honor a users request to have their calls placed in a manner other than that indicated in their customer preference profile.

B. Non-Participating Carriers

When a Minnesota Relay user asks a CA for a carrier that is not a participating COC, the CA shall so inform the consumer. When a request for a COC that cannot be honored is made via a customer preference form (mail, email, fax, Web site, etc.) the successful responder shall endeavor to inform the consumer that the chosen carrier is not a COC participant, to the extent that the consumer has provided call back or appropriate contact information.

When a requested carrier is not a COC participant, the Contract Vendor shall notify the carrier, verbally and in writing, of its obligation to provide access to TRS users and encourage their participation in the COC program.

CSD will invite all Regional Carriers within the State to join CSD's Regional Carrier Program. When the requested Carrier is not a COC participant, CSD Relay has established a procedure where the Carrier is notified, verbally and in writing, of its obligation to provide access to Minnesota Relay users and encourage their participation. CSD will work with their technical contractor, Sprint, to ensure that they expedite any new COC requests. All participants or desired participants will be reported to the state with a status report of when they will be added to the list. If there are delays, rationale will be provided.

Responders shall describe their procedures for contacting and informing carriers of the steps required to allow their calls to be processed through Minnesota Relay.

Please see COC letter in Attachment A.

Responders shall also describe their procedures for handling calls when the relay user has not designated a COC (either in the customer's preference record, or verbally at the time of the call).

Outlined below is the process used by CAs to process Carrier-of-Choice calls and subsequent instructions to Minnesota Relay callers:

1. CSD Relay CA answers the call
2. The caller provides the toll-call information.
3. The caller provides preferred Carrier information either registered in the user database or for a specific call.
4. If the preferred Carrier is not available through the Relay, the CA will inform the caller with the standard phrase:

   "I AM SORRY (carrier) DOES NOT ALLOW (billing method) CALLS OVER THEIR NETWORK."

   The user may choose to have another Carrier handle the call. CSD Relay will then inform the unavailable Carrier of its obligation to provide access through the Relay Service. Please see Attachment A for a copy of CSD's Carrier-of-Choice letter.
5. The CA outdials the call utilizing the preferred Carrier. If no Carrier is specified, the call will be carried over the Sprint network.
6. The called-party answers the call. The CA relays the COC call between the caller and the called-party.

First Proposal Clarifications/Corrections *30. Page 196 [Section 5.27 (B)]. The COC letter in Attachment A would need to be re-written to contain correct information for Minnesota. The State reserves the right to approve the content of the COC form letter(s).*

CSD's Response: CSD understands this and will definitely seek the state's approval on any letters that are used for carrier of choice, and to ensure accurate information is included.

C. Reporting Carriers Contacted

The Contract Vendor shall provide to the State, beginning at the time of award, a list of all carriers contacted, the status of the carrier's availability as a COC participant in Minnesota, and the carrier's point of contact.

If CSD is awarded the Minnesota Relay contract, CSD will be happy to provide at the beginning, a list of all carriers that have been contacted, the status of the carrier's availability as a COC participant in Minnesota, and the carrier's point of contact.

The Contract Vendor shall report to the State all instances where a caller's outbound carrier of choice request was not allowed. List by name of carrier, indicating the number of outbound call requests denied to that carrier, sorted by frequency.

CSD is unable to track Carrier of Choice requests within the system. When a customer makes a request for a carrier that is not a participant, CSD will immediately submit a customer contact outlining the carrier. This information will then be available in the Customer Contact reports, but not sorted by frequency or the number of outbound calls denied to that carrier.

The Contract Vendor shall notify the State, on an ongoing basis, of any new COC participant in Minnesota, and of any carrier who refuses to comply with the COC requirement.

CSD will be happy to notify and provide the State, on an ongoing basis, of any new COC participant and any carrier who refuses to comply with the COC requirement within the state of Minnesota. Current participating members of CSD Relay's Carrier-of-Choice program are listed on the following pages:

CSD'S MINNESOTA RELAY CARRIER-OF-CHOICE PROGRAM
SPRINT
SPRINT-OPERATOR
ATT
ATT - OPERATOR
MCIWORLDCOMM
MCIWORLDCOMM - OPERATOR
BROADWING COMM
BROADWING COMM - OPERATOR
BROADWING TELECOM
BROADWING TELECOM - OPERATOR
GLOBAL CROSSINGS

GLOBAL CROSSINGS - OPERATOR
LDDS
LDDS - OPERATOR
MCLEOD USA
MCLEOD USA - OPERATOR
METROMEDIA
METROMEDIA - OPERATOR
OPEX LD
OPEX LD - OPERATOR
QWEST
QWEST - OPERATOR
SBC LONG DISTANCE
SBC LONG DISTANCE - OPERATOR
TELEGROUP
TELEGROUP - OPERATOR
TOUCH AMERICA
TOUCH AMERICA - OPERATOR
USL
USL - OPERATOR
VERIZON LD
VERIZON LD-OPERATOR
WILTEL
WILTEL - OPERATOR
WORKING ASSETS

WORKING ASSETS - OPERATOR
WORLDCOM
WORLDCOM - OPERATOR
10-10-220 TELECOM USA
10-10-220 TELECOM - OPERATOR
10-10-275 WORLDXCHANGE
10-10-275 WORLDXCHANGE - OPERATOR
10-10-321 TELECOM USA
10-10-321 TELECOM - OPERATOR
10-10-502 WORLDXCHANGE - OPERATOR
10-10-629 WORLDXCHANGE
10-10-629 WORLDXCHANGE - OPERATOR
10-10-636 CLEAR CHOICE
10-10-636 CLEAR CHOICE - OPERATOR
10-10-752 EXCEL
10-10-752 EXCEL - OPERATOR
10-10-781 WORLDXCHANGE
10-10-781 WORLDXCHANGE - OPERATOR
10-10-811 VARTEC
10-10-811 VARTEC - OPERATOR
10-10-834 WORLDXCHANGE
10-10-834 WORLDXCHANGE - OPERATOR
10-10-987
10-10-987 - OPERATOR

First Proposal Clarifications/Corrections *31. Page 198 [Section 5.27 (C)]. CSD states "CSD is unable to track Carrier of Choice requests within the system. When a customer makes a request for a carrier that is not a participant, CSD will immediately submit a customer contact outlining the carrier."*

Please provide further clarification. Would CSD report all instances where a Minnesota Relay user's requested COC was not allowed so that the Minnesota user would not have to specifically request that a customer contact form be completed to report the unavailable COC?

CSD's Response: CSD will complete a form if a request is made, however the existing customer contact database does not have a specialized category for COC requests and this would be classified as misc. CSD does not have the ability to pull these requests as a separate report in the customer database. This will be a training that CSD will complete in their Moorhead center, should they be awarded the contract for Telecommunication Services in the state of Minnesota.

5.28 User Billing

A. Charges for Services

In accordance with FCC regulations, Minnesota Relay users shall pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

For purpose of billing Minnesota Relay users, the Contract Vendor is encouraged to offer discounts off their tariffed rates. Effective rates shall not cause a caller to be billed for services at a rate greater than if the call was directly between the caller's number and the called party's number. Responders shall indicate their proposed discount plan for Minnesota Relay customers.

All calls to access Minnesota Relay will be toll-free. Minnesota users will be charged no more for services than charges to standard "voice" telephone users. Minnesota Relay users who select Sprint as their interstate Carrier will be rated and invoiced by Sprint. Users are only billed for conversation time.

CSD like all other TRS providers, does not control when timing of intrastate call billing begins. Providing true functional equivalence, TRS calls are rated and billed by the Minnesota Relay users preferred COC when the outbound call is connected. If a Minnesota Relay user selects Sprint as their intrastate, intra-LATA or inter-LATA toll carrier, Sprint will offer a 35% discount on Day, 25% discount on Evening, and 10% discount on Night/Weekend rates off of Sprint's Intrastate Message

Telecommunication Service (MTS) Rates for Fon cards and Voice.

If a Minnesota Relay user selects Sprint as their interstate, inter-LATA toll carrier, Sprint will offer a 50% discount on Day, Evening and Night/Weekend rates off Sprint's Interstate MTS Rates for Voice. The intrastate and interstate discounts apply to all Minnesota Relay users. CSD understands and is sensitive to the longer call times related to TTY calls.

Interstate and international calls are not billed to the end user at a rate higher than the rate for a non-Relay call.
International calls are rated at tariff rates. There is no discount or added charge because they are TRS originated (though, if they are a Sprint customer - there may be some plan related discounts applied to the call).
Sprint will offer Minnesota Relay users a 50% discount from the MTS tariffed rates for all interstate calls.

Please see the tables below, which indicate how the rates for interstate compare to the rates for non-Relay calls, and applicable discounts.

INTERSTATE STANDARD MTS CALLING RATES						
	7:00 AM-6:59 PM Day		7:00 PM-10:59 PM Evening		11:00 PM-6:59 AM Night/Wkd	
Mileage	Initial min	Add'l min	Initial min	Add'l min	Initial min	Add'l min
1-10	$0.360	$0.360	$0.230	$0.230	$0.220	$0.220
11-22	$0.380	$0.380	$0.250	$0.250	$0.220	$0.220
23-55	$0.380	$0.380	$0.260	$0.260	$0.220	$0.220
56-70	$0.380	$0.380	$0.260	$0.260	$0.240	$0.240
71-124	$0.380	$0.380	$0.260	$0.260	$0.240	$0.240
125-292	$0.390	$0.390	$0.260	$0.260	$0.240	$0.240
293-430	$0.400	$0.400	$0.280	$0.280	$0.240	$0.240
431-925	$0.400	$0.400	$0.280	$0.280	$0.250	$0.250

926-1910	$0.400	$0.400	$0.280	$0.280	$0.250	$0.250
1911-3000	$0.410	$0.410	$0.280	$0.280	$0.250	$0.250
3001-4250	$0.420	$0.420	$0.310	$0.310	$0.260	$0.260
4251-5750	$0.460	$0.460	$0.330	$0.330	$0.260	$0.260
5751-7500	$0.480	$0.480	$0.400	$0.400	$0.310	$0.310
7501+	$0.530	$0.530	$0.420	$0.420	$0.340	$0.340

INTERSTATE TRS Discounted RATES						
	7:00 AM-6:59 PM 50% Day		7:00 PM-10:59 PM 50% Evening		11:00 PM-6:59 AM 50% Night/Wkd	
Mileage	Initial min	Add'l min	Initial min	Add'l min	Initial min	Add'l min
1-10	$0.180	$0.180	$0.115	$0.115	$0.110	$0.110
11-22	$0.190	$0.190	$0.125	$0.125	$0.110	$0.110
23-55	$0.190	$0.190	$0.130	$0.130	$0.110	$0.110
56-70	$0.190	$0.190	$0.130	$0.130	$0.120	$0.120
71-124	$0.190	$0.190	$0.130	$0.130	$0.120	$0.120
125-292	$0.195	$0.195	$0.130	$0.130	$0.120	$0.120
293-430	$0.200	$0.200	$0.140	$0.140	$0.120	$0.120
431-925	$0.200	$0.200	$0.140	$0.140	$0.125	$0.125
926-1910	$0.200	$0.200	$0.140	$0.140	$0.125	$0.125
1911-3000	$0.205	$0.205	$0.140	$0.140	$0.125	$0.125
3001-4250	$0.210	$0.210	$0.155	$0.155	$0.130	$0.130
4251-5750	$0.230	$0.230	$0.165	$0.165	$0.130	$0.130
5751-7500	$0.240	$0.240	$0.200	$0.200	$0.155	$0.155

7501+	$0.265	$0.265	$0.210	$0.210	$0.170	$0.170

The Contract Vendor shall allow Minnesota Relay users to use calling and credit cards, to make person-to-person calls, collect calls, third party billing, and calls to and from hotel rooms. Responders shall indicate how these types of billings will be made available to Minnesota Relay users.

CSD will process intrastate local and Interexchange, coin-sent-paid, third-party, calling card, collect calls, person-to-person calls, and calls charged to a third-party for Minnesota Relay. CSD will also process calls from pay telephones in accordance with FCC regulations.

CSD and Sprint will bill Minnesota Relay users for collect calls, person-to-person calls, and calls to and from hotel room and calls charged to a third party. Alternatively, Sprint will pass along the appropriate call-digit information to the Minnesota Relay user's Carrier, identify the call as a Relay call and designate the call as a collect call, person-to-person call and/or a call charged to a third-party to enable the Minnesota Relay user's Carrier-of-Choice to bill the call appropriately.

B. Multiple Long Distance Calls

The Contract Vendor shall allow multiple outbound calls to be placed using a calling card or credit card without having to supply the CA with the toll-free number, pin number, access number and other such information each time an outbound call is associated with the same inbound call.

CSD will not limit the number or duration of outbound calls using a calling card or credit card, Callers will not be required to supply the CA with the toll-free number, pin number, access number and other such information each time an outbound call is associated with the same inbound call.

C. Billing of Originating Parties

The Contract Vendor may bill the originating calling party for all completed outbound relay calls. Uncompleted calls (busy, no answer, and network intercepted calls) shall not be billed to the caller. Start time for customer billing of each relay call shall not begin before the calling party is actually connected to the called party or to an answering machine or recorded message of the called party and relay has begun. End time for customer billing of each relay call shall be when either the caller or the called party hangs up; whichever occurs first. Customer billing shall not include call setup or wrap up time of either the inbound or outbound call.

Minnesota Relay users will be billed for any call within 60 days of the calling date.

CSD and Sprint will bill the originating calling party for all completed outbound relay calls within 60 days of the calling date. Uncompleted calls (busy, no answer, and network intercepted calls) shall not be billed to the caller. Start time for customer billing of each relay call will not begin before the calling party is actually connected to the called party or to an answering machine or recorded message of the called party and relay has begun. End time for customer billing of each relay call swill be when either the caller or the called party hangs up; whichever occurs first. Customer billing will not include call setup or wrap up time of either the inbound or outbound call.

D. Call Billing Record

Responders must specify the system for identifying and documenting long distance calls for billing purposes. The record shall be functionally equivalent to that of non-relay users and shall contain, at a minimum, the following information:

- *Call Date.*
- *Originating telephone number (NPA-NXX-line number).*
- *Terminating telephone number (NPA-NXX-line number).*
- *Start time (begins when the calling party is actually connected to the called party or to an answering machine or recorded message of the called party and relay has begun).*
- *End time (when either the called party or the calling party hangs up; whichever occurs first).*
- *Call duration for billing purpose.*
- *Telephone number, calling card or credit card number to be billed (NPA-NXX-line number).*

The system must be automated as completely as possible. Hand-written billing tickets are not acceptable.

The responder must fully describe the billing system and billing process that will be used, including identification of any subcontractor(s), specific duties of the subcontractor(s), how the billing record detail will be transmitted to the billing agent(s) (if applicable), and how charges will appear on the end user's bill.

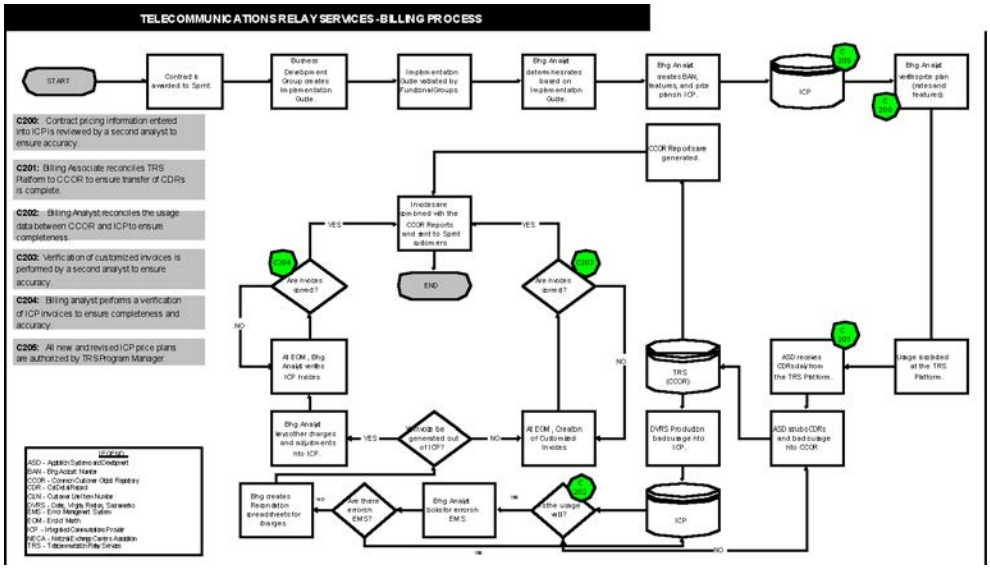
CSD's internal controls provide a verification process that reconciles the invoice to traffic data and ensures that the minutes are appropriately billed to the State of

Minnesota. The creation of the reporting call detail record is an automated function of the switching equipment and software used to provide Minnesota Relay Service. Sprint's Relay Billing Development Group processes the reporting call detail record in an Oracle Database to generate the reports and statistics requested. The same CDRs are used as input to the Billing system.

The calculation of the charges is also an automated process. Sprint's billing system rates the CDRs based on the price plan set up in the system for each account. Through this process, CSD and Sprint have established points of verification as noted in the Billing flow. These check points have been created to ensure the efficiency and accuracy of the information provided to the customer.

Sprint automatically captures all information pertaining to the billing of Relay calls and creates a TRS 'virtual' CDR. A call is created for each Relay –assisted call handled on the Sprint network. MPS utilizes a specific condition code value of "99" to flag it as a TRS call. The internal call record contains the following information:

- Telephone number or credit card number to be billed
- Originating telephone number
- Terminating number
- Date
- Start Time
- End Time
- Call duration to the full second



The Minnesota Relay user will only be billed for conversation time (which does not include call set-up time, time between calls and wrap-time) on long distance calls.

E. Coin Sent-Paid Calls

In accordance with FCC regulations, carriers must provide free TRS local (non-toll) calls from payphones. With regard to toll calls, the FCC requires carriers to allow the use of calling cards, and collect or third party billing for TRS calls from payphones. Responders shall indicate how they will rate and process coin-sent paid long distance calls made from payphones.

Minnesota users can place local TRS calls from payphones without incurring a charge. Toll calls can be billed Collect, Third-Party, Person-to-Person, to LEC calling cards, non-proprietary IXC calling cards (if the Carrier is a participant of CSD's COC program) and debit (pre-paid) cards.

5.29 Service Reliability

The proposed relay service must be designed to meet or exceed the following reliability specifications.

A. Uninterruptible Power System

A backup power system is required that would supply power for at least eight hours. At a minimum, 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 and supervisor consoles/terminals, CA and supervisor work site emergency lights, and Call Detail Record (CDR) recording.

CSD will provide back-up power systems at all of CSD's Relay Centers. Each major Center is equipped with an Uninterruptible Power Supply (UPS), generator, and sufficient fuel to provide power for 24-hours following a power failure. These back-up power systems can continue to provide power beyond 24-hours as long as fuel is readily available.

CSD's Relay Centers designated to serve Minnesota will be equipped with complete UPS and generators, fully capable of handling any power disruption. Working in parallel with the UPS is CSD and Sprint's Intelligent Call Router, which instantly recognizes a problem anywhere in the Relay system and routes the calls to other operating Call Centers. Minnesota Relay customers will be unaware of any system fault.

In the event of a power outage, the UPS provides seamless power transition while the emergency generator is brought on line. During this transition of less than a minute, power to all the basic equipment and facilities for the Center operation is maintained. This includes the switch system and its peripherals, switch room environment (air conditioning and heating in the computer room) Relay CA positions (including consoles/terminals), emergency lighting, system alarms and CDR recording. As a safety precaution, the fire suppression system is not electrically powered in case of a fire during a power failure. Once the back-up generator is on line, stable power to all Relay system equipment and facility environmental control is established and maintained until commercial power is restored.

B. Switching System

To ensure the required levels of service are met, the switching system shall be configured with a redundant central processing unit (CPU) on "hot stand-by" to ensure that no calls are dropped due to processor failure, on-line system monitoring, real time programming capabilities which will not take the system off line, capability to perform preventative maintenance without taking the system off line, and an inventory of spare critical components (to be defined by the responder) which are maintained on site.

CSD's Relay switching system includes redundant Central Processors Units (CPUs) on hot stand-by. This includes a full maintenance and administrative terminal with keyboard, screen and printer capabilities, on-line system monitoring, and real-time programming capabilities. The maintenance and administrative terminal has the ability to perform preventative maintenance without taking the system off-line. In addition, on-line and off-line diagnostic routines identify system faults or failures at the individual board level.

Diagnostic procedures are continually processed by the switching system software to detect defective components before they are used. The Relay Network is designed to contend with weather-related challenges, power outages, and disasters. If one core switching system must shut down, the other core switching systems in the network remain operational and available to process calls, guaranteeing that communication is accessible at times when it is most needed.

CSD provides a cost effective solution with an Uninterruptible Power System (UPS) using a combination of standard battery backup and an auxiliary generator. This provides uninterrupted power for an unlimited duration of time for all key components including:

- The switch and its peripherals
- Switch room environment, including:
- Air conditioning, if required to maintain service
- Fire suppression systems
- Emergency lights and system alarms
- CA consoles/ terminals
- CA work site emergency lights
- Call Detail Recording (CDR)

C. Intercept Messages

Appropriate intercept messages shall be provided if a system failure occurs within the relay switch or network. Both voice and TTY messages shall be provided.

For calls that may be blocked prior to reaching the Relay Center, whether on an IXC or LEC network, the following intercept message may be heard, or viewed on the LCD screen:

"I'M SORRY ALL TRUNKS ARE BUSY NOW, PLEASE TRY YOUR CALL AGAIN LATER."

Some callers may receive a fast busy tone. For blockage of more than a few minutes, call re-routing restores complete service.

On rare occasions, a problem may occur after the Minnesota call has reached a Relay Center or while an outbound call is being placed from the Center. In those situations, an appropriate intercept message will be provided to the caller via voice or TTY.

Should a local disaster require the evacuation of a Center, although no technical disruption has occurred, the following intercept message is enabled at the affected Center:

DUE TO A LOCAL EMERGENCY, CAs NEED TO LEAVE THE CENTER. PLEASE HANG UP AND CALL AGAIN; YOUR CALL WILL BE MOVED TO A DIFFERENT CENTER"

This message is activated upon notification of the emergency to allow the immediate evacuation of CAs and to prevent further calls from being received. The message is terminated when a safe environment has been restored at the Center and CAs are

ready to receive calls. MOU attributed to accessing any intercept messages are not included in billable minutes.

The call delay threshold to play intercept messages is configurable and can be set to the time period desired by the Minnesota Relay. Additionally, if so desired, intercept messages can be turned off altogether, so that the caller receives a continuous ringing signal.

D. Alternate Facilities

The responder may propose to provide, in the case of a failure of any portion of Minnesota Relay, alternate circuits, equipment, staff, etc., in order to continue to provide relay service for Minnesota until suitable repairs or replacements can be made. The responder shall describe the parameters under which Minnesota Relay calls may be temporarily rerouted, whether such rerouting will be a manual or automatic operation, how long it will take, whether any calls may be dropped during rerouting, and what messages (if any) will be transmitted to users if alternate facilities are used. Full traffic reporting pursuant to Section 6.9(K) shall be maintained during any use of alternate facilities.

Upon notification of the Moorhead center not having the capability to process State of Minnesota calls our intelligent call router will route calls to other centers. This rerouting will be automatic and transparent to the consumer. Calls which were previously routed to Moorhead would be routed to one of 14 other available centers. Billing reports shall be maintained during use of alternate facilities. CSD has the largest network of centers and can assure the state of Minnesota that Minnesota callers will be handled.

E. Disaster Recovery Plan

The Contract Vendor shall submit to the State a complete disaster recovery plan for detailing with all types of natural and man-made problems within 30 days of award for review and approval by the State. The plan shall also detail the levels of escalation that will be employed to deal with the problem and completely restore service.

CSD will provide the State a complete disaster recovery plan with the details on all types of natural and man-made problems within thirty days of award for review and approval by the State. Additionally, the plan will further elaborate on the escalation levels that will be employed to address the problems and completely restore service. CSD and Sprint's comprehensive Disaster Recovery Plan for Minnesota is provided

in Attachment B.

Responders shall submit a summary of their anticipated disaster recovery plan with their proposal. The State may ask responders for additional detail if deemed necessary.

CSD and Sprint will continue to offer an adequate back-up system to re-route calls to another Relay Center with sufficient capacity to handle the additional load in the event of emergencies which make the Minnesota Relay Center inoperable. Minnesota Relay will continue to be carried on the most reliable telecommunication network in the world. Sprint Relay's network is designed to contend with weather-related challenges, power outages, and disasters. If a Center must shut down, the other Centers in the network remain in operation and available to process calls, guaranteeing that communication is available at times when it is most needed. Sprint is the only provider with the network redundancy to enable processing of traffic during times of crisis. Sprint and CSD's back-up plan for Minnesota includes quick and reliable switching of calls, network diagrams identifying where traffic will be re-routed if vulnerable circuits become inoperable, and problem reporting with escalation protocol. Besides service outages, the Minnesota back-up plan applies to specific disasters that may affect any technical area of Sprint's Relay network.

If any of the Sprint and CSD's Call Centers go off line, the Intelligent Call Router will immediately divert traffic to another Center. This diversion is done automatically without the need of manual intervention.

The first line of defense against degradation of Minnesota TRS is the dynamic call-routing technology that Sprint employs. During a major or minor service disruption, the dynamic call-routing feature bypasses the failed or degraded facility and immediately directs calls to the first available CA in any of CSD and Sprint's fully inter-linked TRS Call Centers. State-specific call processing software resides at each of the Relay Call Centers. CAs are trained in advance to provide service to other States; the transfer of calls between Centers is transparent to users.

Beyond the dynamic call router, Sprint and CSD have developed a Disaster Recovery Plan which details the steps that will be taken to deal with any problem, and restore Minnesota TRS to its full operating level in the shortest possible time.

F. Notification of Disaster

The TAM administrator must be notified within 30 minutes if a major problem occurs.

In addition, a written report must be given to the TAM administrator within three calendar days of resumption of operation. The written report must explain how and when the problem occurred, what was required to fix it, and the time and date when Minnesota Relay resumed full operation.

Within 30 minutes of any major problem that occurs on the CSD Relay network, CSD will immediately notify the Telecommunications Access Minnesota administrator. As a follow up, CSD will provide a written report to the Telecommunications Access Minnesota administrator within three calendar days after the service as been restored. This written report will further explain how and when the problem occurred, what was required to fix the problem, as well as the time and date when the service for Minnesota Relay was restored back to full operations.

5.30 Traffic Standards

The goal of Minnesota Relay is to provide users access to the telecommunications network that is functionally equivalent to that of persons without communications impairments.

To achieve that end, the relay system must be monitored and managed carefully so it is always staffed and equipped to meet the following traffic standards. The Contract Vendor shall also commit to comply with the requirements in 47 C.F.R. § 64.604, any emerging FCC requirements for TRS traffic and operations, and any State requirements.

CSD and Sprint will sample the average answer time a minimum of every 15 minutes each 24-hour period. Our Traffic Management Control Center (TMCC) and our Service Assurance Monitoring Center (SAMC) are staffed with professionals who understand call processes, call volumes, distribution patterns, contract requirements and call routing, thus ensuring exemplary service.

Sprint's network facilities are sufficient to ensure that adequate network facilities are used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion is functionally equivalent to that of standard telephone users when attempting to reach a party through the voice telephone network.

The TMCC and Call Center Management have the ability to view intraday performance on a real time basis via a "traffic panel" monitoring system. This traffic panel, refreshed every 15- minutes, details the current number of calls offered, service level, speed-of-answer, number of CAs logged in and the number of CAs available in the network. Since Sprint employs such a robust ICR system with complex scripts in conjunction with the

largest TRS network of 14 Call Centers and 2500 CAs, small spikes in call volume are automatically absorbed without human intervention.

This system ensures that an excess of 99.99 percent of all calls reach the Relay Center and are answered or receive a ringing signal. While most TRS providers only report blockage from a Center level, CSD is able to report blockage once the call reaches the network until it is accepted at the Minnesota Relay Center. This includes reporting for the long distance network and equipment, which many TRS providers are unable to provide, as well as reporting for the TRS network. This ensures that if an issue is identified anywhere in the network, it will be promptly addressed and reported.

A. Usage

The Contract Vendor may not impose limits on the number of single or sequential calls or on the length of any calls made through Minnesota Relay.

There are no restrictions on the duration or number of calls placed by any relay user. The Minnesota relay customer will retain full control of the length and number of calls placed through relay.

B. Blockage Rate

The average daily blockage rate for Minnesota Relay calls shall be no greater than P.01. If a call rings or is in queue/hold in excess of 90 seconds, it is to be considered a blocked call.

Please see Responder's Exception to "If a call rings or is in queue/hold In excess of 90 seconds, it is considered a blocked call" located under Tab P.

A call across the Sprint network passes over Inter Machine Trunks (IMTs). IMTs are engineered at P.01 Grade of Service (GOS) to ensure maximum network call completion. Peak periods shall exist when blockage rate and average answer time exceed the specifications. Call completion is enhanced by these factors:

- Based on traffic volumes and economic consideration, high usage trunk groups are established directly to a LEC access tandem or end office.
- Calls can originate and terminate on the same Sprint network switch, based on the NPA/NXX homing arrangement across the domestic switch network. For these calls, IMTs are not required and the calls are non-blocking.

CSD and Sprint switches are equipped with standby WATS capability. During conditions of severe network blockage, standby WATS is available to enhance call

completion. Standby WATS trunks, which are normally outbound only, can be used to complete inbound traffic.

The blockage rate shall be independently measured for each mode of relay over each 24-hour period beginning at 12:00 a.m. Central Standard Time, as listed below:

1. *Voice calls*
2. *TTY calls, including HCO and VCO*
3. *ASCII calls*
4. *Speech-to-Speech calls*
5. *Captioned telephone VCO calls*
6. *Spanish language calls*
7. *Any other types of Minnesota Relay calls*

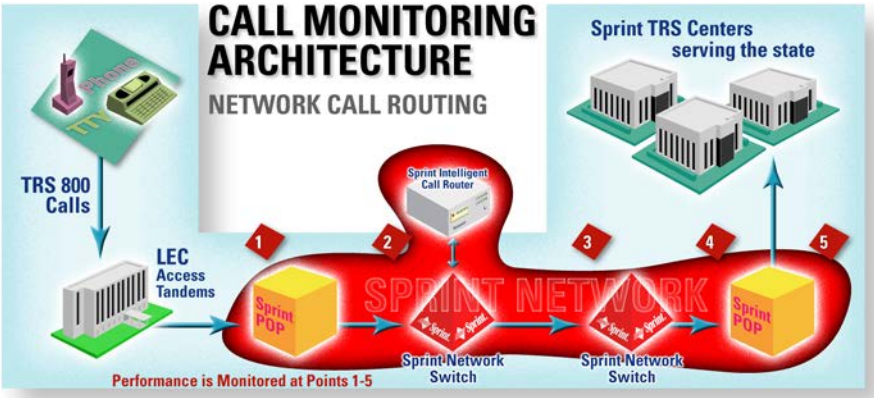
The Contract Vendor shall separately report the average blockage rate for each day of the calendar month, by each mode of inbound call as specified above. The Contract Vendor must also report, for each calendar day, the average daily blockage rate for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Blockage rates of Minnesota Relay calls shall be reported showing the number of calls offered, the number of calls rejected (blocked), and the percent blocked.

CSD complies by ensuring no greater than 1% blockage on a daily basis. CSD, along with Sprint offers Minnesota Relay customers the advantages of a superior digital fiber network unsurpassed in the industry. Through use of leading switch technology and SONET network survivability techniques, Sprint's network ensures a very low level of call interruption or blockage.

The Sprint network switch architecture is non-hierarchical, that is, all switches are directly interconnected. CSD and Sprint switches are processor-controlled using advanced digital technology and are virtually non-blocking. A call across the Sprint network passes over Inter Machine Trunks (IMT) which are engineered at P.01 Grade of Service (GOS) at the busy hour to allow for maximum network call completion. The P.01 GOS requirements ensure that at least 99% of calls to the Relay Center will reach a CA. The Local Exchange Carrier (LEC) network typically utilizes a P.01 grade of service also, and similar blockage rates should apply on their facilities.

CSD and Sprint have additionally incorporated these other advanced technology features to ensure a very low level of blockage or call interruption;

The Call Monitoring Architecture diagram in the figure below depicts the standard inbound call path to CSD's Relay Centers. Unlike other Relay Providers, CSD and Sprint monitors each leg of the inbound call path at the points shown to ensure the call reaches the Relay Center with little to no blocking.



First Proposal Clarifications/Corrections *32. Page 217 [Section 5.30 (B)]. CSD Exception #3 "Sprint's Relay network is engineered to the FCC's P.01 requirement. Sprit does not consider a call that may in hold in excess of 90 seconds a blocked call, we follow the FCC Relay blockage definition."*

Please state the FCC Relay blockage definition CSD refers to in their exception.

CSD's Response: The FCC's blockage requirement, the text of which is provided below makes no reference to length of time that a call is not answered, but rather only if the Relay provider has sufficient circuit capacity. CSD's definition of call blockage is consistent with the FCC's definition.

The following is from the FCC's Report and Order in Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities) CC Docket No. 98-67) 15 FCC Rcd 5140 (2000) at 5165-68, ¶¶59-66.

In paragraph 65, the FCC clarifies that blocked calls are those never answered by the TRS center due to inadequate capacity into the facility or inadequate staffing of the relay center. We note that even with these changes, customers might still be unable to reach the relay center. The LEC may not be able to deliver the call to the TRS center because all of the telephone trunks between the LEC and the TRS center are busy. Also, the TRS center might not answer the call because all CAs are busy and the relay center's internal queue is full.

We will require calculations of the percentage of calls "blocked," or attempted by TRS users but never answered by the TRS center at all because of inadequate capacity into the facility, or staffing of the relay center. [1] We amend our rules to require that relay centers be designed to a P.01 standard. [2] This is a network design standard used to ensure that no more than 1% of calls at the busiest hour of the day are unable to be delivered to the relay center network due to inadequate facilities. In addition, we will require a minimum blockage standard, measured daily, of no greater than 1%. This call blockage rate shall be measured by dividing the number of blocked and not answered calls by the number of total call attempts.

First Proposal Clarifications/Corrections *33. Page 218 [Section 5.30 (B)]. The State's RFP requirement is for the blockage rate to be independently measured for each mode of relay over each 24-hour period, etc. CSD lists information on blockage but does not state that they will independently measure and report blockage rate.*

CSD does not list an exception to this measurement and reporting requirement. The answer is non-responsive.

CSD's Response: CSD wishes to clarify the response to this question. The blockage of a caller occurs at a point prior to arriving at the call center and the ACD that determines the appropriate agent to handle the call based on skill set. Calls are blocked on the carrier's side. This is tracked by 800 number and not modality since several modalities come into the center via a single 800 number that allows for 7-1-1 access. CSD in this case claims an exception to this requirement and indicates that they will continue to provide reports as they have done to this point on the blockage rates by 800 number. CSD will indicate this on enclosed exceptions list.

Second Proposal Clarifications/Corrections Question #32. Minnesota's RFP requirement [5.30 (B), page 217 of CSD's Proposal] was "The average daily blockage rate for Minnesota Relay calls shall be no greater than P.01. If a call rings or is in queue/hold in excess of 90 seconds, it is to be considered a blocked call."

CSD filed an exemption stating that "Sprint's Relay network is engineered to the FCC's P.01 requirement. Sprint does not consider a call that may in hold in excess of 90 seconds a blocked call, we **follow the FCC Relay blockage definition**."

Minnesota asked for this definition in their First Proposal Clarifications/Corrections, and CSD referred to paragraph 65 of the FCC Report and Order and FNPR released on March 6, 2000. Paragraph 65 states:

"We note that even with these changes, customers might still be unable to reach the relay center. The LEC may not be able to deliver the call to the TRS center because all of the telephone trunks

between the LEC and the TRS center are busy. Also, the TRS center might not answer the call because all CAs are busy and the relay center's internal queue is full. We agree with California's DDTP that we should add another component to the speed-of-answer measurement that will address these sources of delay. We will require calculations of the percentage of calls "blocked," or attempted by TRS users but never answered by the TRS center at all because of inadequate capacity into the facility, or staffing of the relay center. [2] We amend our rules to require that relay centers be designed to a P.01 standard.[3] This is a network design standard used to ensure that no more than 1% of calls at the busiest hour of the day are unable to be delivered to the relay center network due to inadequate facilities. In addition, we will require a minimum blockage standard, measured daily, of no greater than 1%. This call blockage rate shall be measured by dividing the number of blocked and not answered calls by the number of total call attempts. We believe that the blockage rate we adopt today provides an attainable, essential standard that will ensure that TRS providers meet the Commission's 85%-10 second requirement without preventing calls from reaching their network, or not answering calls. Failure to account for blocked and abandoned calls gives an incomplete assessment of service quality. We note that the data necessary to measure call attempt and blockage rates must be obtained from the Local Exchange Carrier (LEC) that serves the TRS center. Therefore, our rule will require LECs to provide the call attempt rates and the rates of calls blocked between the LEC and the relay center to relay administrators and relay centers upon request."

CSD states in their response to the Proposal Clarifications/Corrections that the FCC's blockage requirement makes no reference to the length of time that a call is not answered, but rather only if the relay provider has sufficient circuit capacity.

Minnesota feels that a call that rings for 90 seconds qualifies as a "not answered call, and refers to the highlighted language above in paragraph 65. In the FCC's blockage formula, the FCC refers to "not answered calls". At what point is a call considered "not answered"? 90 seconds equals at least 20 rings; most people would assume after 20 rings that their call is not going to be answered, or that they have dialed the wrong number, and they will hang up. When they hang up, the call is considered abandoned, and would not be included in the blocked call formula, and would not then be considered in the P.01 requirement.

If CSD does not consider a call that rings or is in queue/hold in excess of 90 seconds to be a "not answered call", then what is CSD's definition of a "not answered call"?

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[2] *See* CPUC's DDPT Comments at 9.

[3] P.01 is defined as follows: "The Grade of Service for a telephone system. The digits following the P, *i.e.,* nn, indicate the number of calls per hundred that are or can be blocked by the system. It is a goal or a measure of an event. In this example, P01 (also spelled P.01) means one call in a hundred (*i.e.,* one divided by 100) can be blocked, so the system is designed to meet this criterion." Newton, Harry, Newton's Telecom Dictionary, Flatiron Publishing, New York, N.Y. (14th. ed. 1998), at p. 525. As it is used in the context of TRS quality, however, "P.01" requires that the network be designed to block only one call in one hundred, during the busy hour. For an explanation of traffic engineering techniques and quality standards to accommodate the busy hour, *See* Bates, Regis J., and Gregory, Donald, Voice and Data Communications Handbook, McGraw-Hill Company, New York (Signature Ed. 1997), at ch. 8.

CSD's Response**:** In order to maintain accurate accounting of all calls that are answered and/or abandoned, CSD and their partner Sprint defines "not answered calls" or "abandoned" calls as calls that arrive at the relay center but are not answered by the agent. In the rare event of a customer holding longer than 90 seconds, we feel it is in the best interest of the customer and more functionally equivalent to answer the call rather than disconnect the call and report as "abandoned". That being said, we strive to answer all calls as quickly as possible and traditionally meets and/or exceeds the service level requirements. In order to monitor any occurrences of unusually long hold times, we do produce a report monthly that specifically demonstrates the number of calls answered in each timeframe.

Also, CSD's Proposal (on page 217) states "CSD and Sprint switches are equipped with standby WATS capability. During conditions of severe network blockage, standby WATS is available to enhance call completion. Standby WATS trunks, which are normally outbound traffic only, can be used to complete inbound traffic." Is this just a way to circumvent P.01 Grade of Service by allowing a call that is technically blocked to sit on a back-up WATS line while waiting to be answered by a CA?

CSD's Response: In clarification of this response, CSD's technical partner Sprint does not use WATS lines or the like to circumvent the P.01 Grade of Service (GOS). We utilize our dynamic routing in order to ensure we are meeting the P.01 requirements of our contract. Our dynamic routing allows us to manage the traffic based on the availability of the network and agents within our TRS centers. We have also built the network to not exceed 80% of our capacity on the highest peak of traffic. Currently the CSD/Sprint network is built so that it can maintain the P.01 GOS even with 2 centers being affected by a natural disaster or other situations that may prevent their ability to take calls.

In the RFP response when referring to the WATS lines or what used to be referred to as UltraWatts 800 lines have been transitioned to SS7 capable lines. These were marketing terms used and are not actual WATS lines as they are defined. These lines have never been used for traffic or to circumvent the P.01 GOS.

In summary the response to this question would be a simple "NO".

EXCEPTION: Blockage Rate

The average daily blockage rate for Minnesota Relay calls shall be no greater than P.01. If a call rings or is in queue/hold in excess of 90 seconds, it is to be considered a blocked call.

CSD's Response: Sprint's Relay network is engineered to be the FCC's P.01 requirement. Sprint does not consider a call that may in hold in excess of 90 seconds a blocked call, we follow the FCC Relay blockage definition.

The State accepts CSD's exception.

EXCEPTION: Blockage rate

The State's RFP requirement for the blockage rate to be independently measured for each mode of

relay over each 24 hour period, etc.

CSD's Response: CSD wishes to claim exception on this requirement. The blockage of a caller occurs at a point prior to arriving at the call center and the ACD that determines the appropriate agent to handle the call based on skill set. Calls are blocked on the carrier's side. This is tracked by 800 number and not modality since several modalities come into the center via a single 800 number that allows for 7-1-1 access. CSD in their s case claims an exception to the requirement and indicates that they will continue to provide reports as they done to this point on the blockage rates by the 800 number.

The State accepts CSD's exception.

C. Average Speed of Answer (ASA)

The Contract Vendor shall, except during network failure, answer 90% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold.

CSD will continue to meet or exceed the answer time requirement of at least 90% of all calls answered within ten (10) seconds. CSD understands and supports answering customer calls in the most expedient manner possible while also providing the most efficient deployment of resources. By doing so, operational costs are minimized while still exceeding customer expectations in regards to Speed-of-Answer.

ASA shall be independently measured for each mode of relay over each 24-hour period beginning at 12:00 a.m., Central Standard Time, as listed below:

1. *Voice calls*
2. *TTY calls, including HCO and VCO*
3. *ASCII calls*
4. *Speech-to-Speech calls*
5. *Captioned telephone VCO calls*
6. *Spanish language calls*
7. *Any other types of Minnesota Relay calls*

Each relay mode's ASA shall be independently measured by an average of its actual answer times calculated as the sum of all of its individual call answer times divided by the number of its inbound calls; not by periodic sampling, nor by an average of averages.

CSD's equation for determining ASA and Service Levels has the numerator representing the total number of calls that are answered in 10 seconds or less. The

denominator is the total number of calls reaching the switch, minus abandons of less than 10-seconds. Calls which are abandoned after ten seconds are included in the denominator.

Service Level = the total number of calls answered in 10 seconds or less
(total number of calls – abandons less than 10 seconds)

Measurement of ASA shall begin when the provider's switching system (Automatic Call Distribution or other system) accepts the call from the LEC and the call is delivered by the public switched network to the TRS center.

CSD measures ASA from the time the LEC delivers the call to the Sprint switch.

The TRS center shall accept all calls immediately when offered by the LEC (without delay) or shall return a busy signal. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live CA ready to relay the call; not placed in queue, placed on hold, or given ringback or other treatment, or answered by a live CA or other party that is not prepared to relay the call (such as if 711 calls would be first answered by a live agent solely to determine the call type before transferring the call to a CA who will then relay the call).

CSD Relay accepts all calls immediately when offered by the LEC or returns a busy signal. ASA will be measured from the time that the call is presented to the Call Center's switch to the time the CA goes off-hook to answer the call.

First Proposal Clarifications/Corrections *34. Pages 220-224 [Sections 5.30 (C) & 5.30 (D)]*

Please provide definitions for the acronyms use in this section.

The Definitions are as follows:
ASA – Average Speed of Answer
LEC – Local Exchange Carrier
NCH – Total Number of calls Handled
NCA – Total calls abandoned
GTDTH – Total calls handled + total calls abandoned

CSD's response details a method of measuring ASA that is not the same as the State's requirement in the RFP [CSD lists an exception to how ASA is calculation, but they do so under Section 6.9(K)(12), which is the reporting section]. RFP requirement [under 5.30 (C)] says

"Each relay mode's ASA shall be independently measured by an average of its actual answer times calculated as the sum of all of it's individual call answer times divided by the number of its inbound calls; not by periodic sampling, nor by an average of averages." And, under 5.30 (D) "If, for any reason, Minnesota Relay calls are transferred to another TRS center, only the calls placed for Minnesota Relay may be used in the ASA calculation, not the daily Average Speed of Answer for the remote location handling the transferred calls."

CSD's weighted equation for determining ASA and Service Levels does not meet the State's RFP requirement under this section. The State is requesting data on the ASA for Minnesota Relay calls; not for a combination of Minnesota Relay's and other state's relay calls.

The State is requesting data on the ASA for Minnesota Relay calls; not for a combination of Minnesota Relay's and other state's relay calls.

CSD's Response: CSD will list the exception as well under requirements in section 5.30. CSD listed this under the reporting section since the ASA requirements are typically a reporting section of the requirements, CSD apologies for any misunderstandings and will duplicate its exception to the ASA requirements. CSD calculates the ASA using the following definition: (list the existing definition and then follow up with..) CSD believes that no state benefits from another states ASA and/or Service Level requirements but rather that the Service levels are determined and met not only by where they are processed but as well by how they are routed. CSD's technical partner, Sprint utilizes an intelligent call routing system that will take into consideration the ASA and Service level requirements of each state contract and will then route the calls to the appropriate center. This routing takes into consideration all of the contractual requirements and states with a higher Service Level Requirement such as Minnesota with a 90/10 will receive priority routing to ensure the answer time. Weighted service levels then allow the calls that were handled at the various call centers based on the routing instructions that address individual state contracts, to be reported in a way that shows the true Service Level and/or ASA that was experienced by the end user. CSD claims exception to the requirements that weighted ASA and Service Level measurements not be used, however will work with the state to better understand how their state traffic is not being suffering in how this is being reported but rather sees a priority in the CSD/Sprint network.

Minnesota's ASA requirement of 90/10 is higher than the FCC requirement of 85/10. If the successful responder uses a weighted ASA, then other states would benefit from Minnesota's elevated ASA requirement, yet it is Minnesota who would pay a higher price-per-minute for the 90/10 requirement.

The State wants to ensure that Minnesota Relay calls are actually answered 90/10, and it is not

the case that Minnesota Relay calls are actually answered 85/10, but other states are answered 95/10, and since the ASA is weighted, it appears that the successful responder has meet Minnesota's 90/10 requirement when they have not.

CSD's Response: If the responder was treating traffic in it's routing methodology as a center specific traffic, this would be the case. As responded to earlier in question #34, the traffic is treated as product specific. The Minnesota traffic is a specific product that is routed with the higher requirements in mind and receives a priority to ensure that the calls are answered within the requirements of the contract. Minnesota consumers experience a 90/10 Service Level when making a call through the network. Other states that have a service level of 85/10 will receive service that resembles the requirements of their state contracts. No states receive benefits from the network other than when CSD's network exceeds the requirements for all states so as to ensure the service levels are met. CSD wants to assure the state that in no way is the intent of the weighted service level to be one that allows for an advantage for another customer, but rather the hopes is to have a way in which to allow states to have a cost savings through the efficiency of not requiring extreme overstaffing in one center to meet the higher Service Level requirements of one particular state. We believe this method benefits the state of Minnesota in cost savings rather than requiring them to pay for a better service for another state. Please let us know if we can clarify this further for you.

It is also important that, if technically feasible, each mode of relay's ASA be measured independently. Otherwise, a provider could answer TTY calls within 6 seconds, but answer STS calls within 20 seconds (since there are many more inbound TTY calls than STS calls, using CSD's equation, the STS ASA could be at a level below the 90/10 requirement), but because STS calls are averaged with all other relay modes, this non-compliant ASA would not appear be reported.

CSD's Response: Currently the technology that is supporting the CSD/Sprint network is one that has been determined to be the most reliable in the call center industry. CSD's up rate has been one of the best in the industry. This platform however does not support modalities. Currently CSD, along with Sprint are looking for a new platform that can match the reliability of the existing platform and provided enhanced features such as these. It is our hopes that something of this nature will be available in 2007 for the state of Minnesota. We welcome the state to participate in discussions that we have in the development of this platform.

CSD's equation also minuses out abandoned calls of less than 10 seconds. CSD states that "The denominator is the total number of calls reaching the switch, minus abandons of less than 10-seconds. Calls which are abandoned after ten seconds are included in the denominator"

The FCC requirement in 47 C.F.R. 64.604 (b)(2)(ii)(B) states "Abandon calls shall be included in the speed-of-answer calculation." It does not state that calls abandoned within less than10 seconds can be excluded from abandon calls.

Is CSD taking an exception to the ASA measurement requirement? If so, CSD must declare that it is taking an exception to the RFP requirement, must list the exception on the Responder's Exceptions the RFP form and provide a detailed explanation of the exception and why they are not able to meet the requirement.

CSD's Response: Weighted ASA/SVL Explanation - CSD uses a 'weighting' process to combine the results of several call centers into a single result. The 'weighted' ASA is a calculation that multiplies the number of 'State' calls handled in each call center by that center's ASA (the outcome is a factor called 'call seconds'). The resultant 'call seconds' for each call center that handled that 'State' traffic is then summed. The sum of the 'call seconds' is then divided by the total number of 'State' calls to get a daily 'weighted' ASA.

Likewise, the 'weighted' service level (SVL) is a calculation that multiplies the number of 'State' calls handled in each center by the center's daily SVL (the outcome is a factor called 'SVL points'). The resultant 'SVL points' for each center that handled that 'State' traffic is then summed. The sum of the 'SVL points' is then divided by the total number of 'State' calls to get a daily 'weighted' SVL.

Sprint calculates an ASA and SVL on a daily and monthly basis. To accomplish this, CSD establishes how many 'State' calls were handled in each of our centers. In addition, CSD also establishes an average answer time for each of our call centers. The center average answer time is a calculation of the total number of seconds calls were on 'hold' divided by the total number of calls handled (not state specific). Abandoned calls of less then 10 seconds are excluded from the SVL calculation. Abandon calls of more then 10 seconds are included in the SVL calculation. This definition is consistent with Rockwell and industry standards. The center service level is expressed as a percent of calls answered within a targeted answer time. (Ex: 85% within 10 seconds).

Second Proposal Clarifications/Corrections Question #34 (pages 27-30). If CSD/Sprint is able to track Minnesota Relay calls in order to invoice for minutes of use, then why are they not able to calculate ASA (and Service Level) for only Minnesota Relay calls, regardless of which center actually handles the calls; why must ASA be weighted?

CSD's Response: CSD working with Sprint is able to track all the calls made on the numbers that are assigned to the Minnesota Relay traffic. The reporting capabilities that collect this data on the switch look to the DNIS (the 800 number and/or 711 that the customer called in Minnesota)

to gather the inbound traffic as well as the related outbound traffic and minutes associated with those calls.

When we look to gather the information for ASA (and Service Level) we are looking more at an overall performance of a center and this is not broken down in our switch reporting by the DNIS. CSD and Sprint's technology routes calls with priorities throughout the network to ensure that calls with a stricter ASA and/or service level are answered in a higher priority, however all calls have importance to our network. We strive at our centers, such as the Moorhead Center, to answer all calls as quick as possible. The ASA is then calculated from the weighted formulas provided as the calls are routed to the centers to ensure that they are answered in the appropriate manner. The technology CSD utilizes for the routing was identified as GeoTel intelligent call router. The reporting though comes from the switches that receive the traffic once it is routed.

In CSD's Proposal, CSD states an equation for determining ASA (page 220) that deducts abandoned calls of less than 10 seconds. CSD states that their equation for determining ASA and Service level "has the numerator representing the total number of calls that are answered within 10 seconds or less. The denominator is the total number of calls reaching the switch, minus abandons of less than 10-seconds. Calls which are abandoned after ten seconds are included in the denominator."

The FCC requirement in 47 C.F.R. 64.604 (b)(2)(ii)(B) states "Abandon calls shall be included in the speed-of-answer calculation." It does not state that calls abandoned within less than10 seconds can be excluded from the abandon calls calculation. Further, In paragraph 64 of the FCC's Report and Order and FNPR released March 6, 2000, the FCC states:

"As we stated in the *Notice,* we continue to be concerned about the exclusion of abandoned calls – calls answered by the relay center, but never reaching an CA – from the "85-10" calculation. As no other solution was presented in the record, we will mandate that abandoned calls be included in the speed-of-answer calculation. While we continue to recognize that some calls will be abandoned by the caller for reasons that have nothing to do with the length of time it takes to reach a CA, we believe that the 85% minimum allows for those instances.[4] Compliance with the 85% standard will be measured by taking all calls that are answered within ten seconds of reaching the relay center's network in such a way that the call is immediately handled and dividing it by all calls answered by the relay center. Excluding these abandoned calls in speed-of-answer reports can distort the record of a TRS provider's actual performance by reducing the total number of calls from which the average speed-of-answer is calculated, thus indicating that the TRS provider's average speed of answer meets the minimum standard, even though consumers are kept waiting.[5]

[4] *See Notice*, 13 FCC Rcd at 14208.

[5] For example, if a provider receives a total of 1000 TRS calls a day, and 750 of those calls were answered within 10 seconds or less, the provider's speed-of-answer rate would be 75% and below the required minimum standard. But if 200 of those calls were abandoned by the caller before a CA came on-line to handle the call, and the provider were allowed to exclude these 200 abandoned calls from its speed-of-answer calculation (without knowing whether the calls were abandoned by the TRS user because no response was obtained from the TRS center within 10 seconds), then the provider could report an answer rate of 94% (750/800).

Footnote #4 below further clarifies the reason that abandoned calls should not be excluded from the speed of answer equation. The FCC does not allow for any abandoned calls to be excluded from the speed of answer calculation, and it is Minnesota's opinion that in order to comply with the FCC's ASA requirement, that no abandoned calls (whether abandoned in less than 10 seconds or more than 10 seconds) shall be deducted from the total number of calls reaching the switch.

Minnesota's speed of answer calculation shall be in compliance with FCC requirements, and the speed of answer measurement shall be as follows:

Compliance with Minnesota's 90% standard will be measured by taking all calls that are answered within ten seconds of reaching the relay center's network in such a way that the call is immediately handled and dividing it by all calls answered by the relay center.

If CSD can produce evidence that the FCC has stated **formally** that they will allow calls abandoned within less than 10 seconds to be deducted from the speed of answer calculation, Minnesota will reconsider this requirement.

CSD's Response: The state of Minnesota is correct in the calculation of service level per the FCC's definition. Their recent order and discussions in 2005 have validated this and CSD and Sprint will ensure this is the case when they provide services to the state of Minnesota in their calculation.

Contract negotiation meeting with CSD and Sprint on February 28, 2006 (question #15).

State's question: RFP Section 5.30 **Traffic Standards**. Item C. *Average Speed of Answer*. Just to clarify, the speed of answer calculation shall be: The numerator is the total number of calls answered within 10 seconds of reaching the relay center's network (switch) in such a way that the call is immediately handled and the denominator is the total number of calls received by the relay switch. All abandoned calls shall be included in the speed-of-answer calculation.

Sprint's response: *Sprint agrees with this speed of answer formula.*

EXCEPTION: CapTel Service Specification - ASA

Minnesota's requirement in Section 5.30 (c) is for 90% within 10 seconds.

CSD's Response: Currently CapTel is contractual provided by Ultratec at the FCC requirements of 85/10. Requests to have 90/10 as a contractual requirement with this product that is still in its beta and deployment stages and have not been something that the providers of this service are open to exploring until the market has been deployed to the general public and traffic patterns have been proven. Although the monthly service results as provided by CSD's technology provider and CapTel outsourcer have continuously been above the 90/10 level in the past year of service to the state of Minnesota. CSD kindly request an exception to this requirement.

The State accepts CSD's exception.

EXCEPTION: Average Speed of Answer (ASA)

The State requesting data on the ASA for Minnesota Relay calls; not for a combination of Minnesota Relay's and other state's relay calls.

CSD's Response: CSD will list the exception as well under requirements in section 5.30. CSD listed this under the reporting section since the ASA requirements are typically a reporting section of the requirements, CSD apologies for any misunderstandings and will duplicate its exception to the ASA requirements. CSD calculates the ASA using the following definition: (list the existing definition and then follow up with..) CSD believes that no state benefits from another states ASA and/or Service Level requirements but rather that the Service levels are determined and met not only by where they are processed but as well by how they are routed. CSD's technical partner, Sprint utilizes an intelligent call routing system that will take into consideration the ASA and Service level requirements of each state contract and will then route the calls to the appropriate center. This routing takes into consideration all of the contractual requirements and states with a higher Service Level Requirement such as Minnesota with a 90/10 will receive priority routing to ensure the answer time. Weighted service levels then allow the calls that were handled at the various call centers based on the routing instructions that address individual state contracts, to be reported in a way that shows the true Service Level and/or ASA that was experienced by the end user. CSD claims exception to the requirements that weighted ASA and Service Level measurements not be used, however will work with the state to better understand how their state traffic is not being suffering in how this is being reported but rather sees a priority in the CSD/Sprint network.

The State accepts CSD's exception.

D. Calls Allowed in ASA Calculation

If, for any reason, Minnesota Relay calls are transferred to another TRS center, only the call placed for Minnesota Relay may be used in the ASA calculation, not the daily Average Speed of Answer for the remote location handling the transferred calls.

CSD's methodology for measuring ASA/Service Level:

Average Speed of Answer (ASA)

- Calculation: GTDTH / NCH

The average time, in seconds, that all calls waited before being connected to an operator. This includes ringing, delay recorder and music if selected.

Service Level (SVL)

- Calculation: ((NCH + NCA) – GTHLD) / (NCH + NCA)

Percentage of calls that were handled or abandoned in less than 'x' seconds (where x is a customer-defined parameter).

- Weighted ASA/SVL Explanation

CSD uses a 'weighting' process to combine the results of several call centers into a single result. The 'weighted' ASA is a calculation that multiplies the number of 'State' calls handled in each call center by that center's ASA (the outcome is a factor called 'call seconds'). The resultant 'call seconds' for each call center that handled that 'State' traffic is then summed. The sum of the 'call seconds' is then divided by the total number of 'State' calls to get a daily 'weighted' ASA.

Likewise, the 'weighted' service level (SVL) is a calculation that multiplies the number of 'State' calls handled in each center by the center's daily SVL (the outcome is a factor called 'SVL points'). The resultant 'SVL points' for each center that handled that 'State' traffic is then summed. The sum of the 'SVL points' is then divided by the total number of 'State' calls to get a daily 'weighted' SVL.

CSD calculates an ASA and SVL on a daily and monthly basis. To accomplish this, CSD establishes how many 'State' calls were handled in each of our centers. In addition, CSD also establishes an average answer time for each of our call centers. The center average answer time is a calculation of the total number of seconds calls were on 'hold' divided by the total number of calls handled (not state specific). This definition is consistent with Rockwell and industry standards. The center service level is expressed as a percent of calls answered within a targeted answer time. (Ex: 85% within 10 seconds).

Blocked and abandoned calls processed at remote locations are subject to the same requirements as in-state center calls. Abandoned calls shall be included in the ASA calculation.

CSD incorporates abandon calls in our Service level calculations as defined below:

Average Speed of Answer (ASA)

- Calculation: GTDTH / NCH

The average time, in seconds, that all calls waited before being connected to an operator. This includes ringing, delay recorder and music if selected.

Service Level (SVL)

- Calculation: ((NCH + NCA) – GTHLD) / (NCH + NCA)

Percentage of calls that were handled or abandoned in less than 'x' seconds (where x is a customer-defined parameter).

- Weighted ASA/SVL Explanation

CSD uses a 'weighting' process to combine the results of several call centers into a single result. The 'weighted' ASA is a calculation that multiplies the number of 'State' calls handled in each call center by that center's ASA (the outcome is a factor called 'call seconds'). The resultant 'call seconds' for each call center that handled that 'State' traffic is then summed. The sum of the 'call seconds' is then divided by the total number of 'State' calls to get a daily 'weighted' ASA.

Likewise, the 'weighted' service level (SVL) is a calculation that multiplies the number of 'State' calls handled in each center by the center's daily SVL (the outcome is a factor called 'SVL points'). The resultant 'SVL points' for each center that handled that 'State' traffic is then summed. The sum of the 'SVL points' is then divided by the total number of 'State' calls to get a daily 'weighted' SVL.

CSD and calculates an ASA and SVL on a daily and monthly basis. To accomplish this, CSD and Sprint establishes how many 'State' calls were handled in each of our centers. In addition, CSD and Sprint also establishes an average answer time for each of our call centers. The center average answer time is a calculation of the total number of seconds calls were on 'hold' divided by the total number of calls handled (not state specific). This definition is consistent with Rockwell and industry standards. The center service level is expressed as a percent of calls answered within a targeted answer time. (Ex: 85% within 10 seconds).

EXCEPTION: ***See exception under 5.30 (C).***

E. No Recorded Message or Answer Queue on Inbound Calls

No Minnesota Relay call will be answered by a recorded message for voice or TTY, except as provided in Section 5.29(C). No Minnesota Relay call will be put on hold (except to be transferred to a supervisor) or in queue. Only continuous ringing or a busy signal shall be used.

Calls to the Minnesota Relay Center are not answered by recorded announcements prior to a live CA coming on the line. Prior to a live answer, the user will hear a continuous ringing.

First Proposal Clarifications/Corrections *35. Page 224 [Section 5.30 (E)]. CSD states that "Calls to the Minnesota Relay center are not answered by recorded announcements prior to a live CA coming on the line. Prior to a live answer, the user will hear a continuous ringing."*

Would a user be put on hold, placed in queue, or receive a recorded message after a live CA answers the inbound call?

CSD's Response: Once a live CA answers the inbound call, they will not place the caller on hold, placed in queue or receive a recorded message. Once a CA answers the call, the process the call as requested by the customer.

6.0 OPERATIONAL REQUIREMENTS

6.1 Providing Qualified Staff

Each proposal shall include a plan to ensure that the responder is an equal opportunity employer. This includes the active recruitment and hiring of qualified people with disabilities, including individuals who are communications impaired, for all types of positions, including management.

CSD has included its Hiring Plan for Individuals with Disabilities in Attachment C.

Diversity is a unique source of CSD's energy, strength and excellence and is reflected in all we do. As a world-class telecommunications company serving a diverse customer base, CSD realizes the importance of hiring employees who identify with the customers we serve and is committed to complying with the American with Disabilities Act. CSD proudly employs people with a variety of backgrounds, beliefs and abilities. This diversity allows the business to see the world from a fresh perspective and serve customers in creative new ways. The company's corporate culture helps employees to feel personally rewarded, perform at their best and maximize their potential.

CSD and our technical partner, Sprint are two of the leading employers of persons who are members of the Disability communities served by CSD Relay and a key reason for CSD Relay's success at meeting the needs of its customers. CSD actively recruits persons with disabilities for CSD Relay positions. Hiring preference is given to CA applicants with Relay experience, knowledge of American Sign Language (ASL) or experience

working with Deaf, Deaf-Blind, and Hard-of-Hearing or Speech-Disabled individuals.

CSD is committed to hiring the most qualified people possible, regardless of race, religion, or disability. We have an extensive application process including an initial application inquiring into previous experience and qualifications, a typing test to ensure speed and accuracy, an interview that closely examines personality traits, skills and an instills an understanding of the job requirements in the applicant. Finally, there is a reference check conducted and then the applicant is reviewed one final time by Human Resources before a decision is made to offer a position. We have made accommodations for various disabilities such as ensuring that our building is handicap accessible, providing Braille keyboards, and making sure that workstations can be used comfortably by anyone. If a specific need is made known, our Human Resources department will make every possible effort to ensure that the need is met. We pride ourselves on having a comfortable, accessibly, friendly environment in which our employees' needs are met which, in turn, gives our employees the tools they need to perform their jobs and provide the best service possible to our customers.

For our Communication Assistant positions we recruit at all local colleges as well as placing ads in the newspaper and posting notices on the Community Bulletin board on our local public access channel. We also have ads on the Internet with and with local temp agencies. Additionally we have a referral program in place so our current employees can also recruit by word of mouth. For our management positions we recruit from within the company as well as placing ads in the papers and on the Internet. Management opportunities are also posted in other CSD call centers. The interview process for a management position is similar to that for the Communication Assistant position although we do omit the typing test.

Once an applicant is hired for a Communication Assistant position they are placed into a training class with other qualified new employees. The training class is an intensive two week experience in which the CA is taught to process all call types through a combination of lecture, work book activities, role-playing activities and examinations.

There are five written examinations administered during training which cover the steps of call processing and ensure that the CA has learned these steps in the proper order. Additionally, two side by side examinations are administered in which two trainees act as the deaf and hearing customer respectively and the third trainee processes the call while the trainer observes and grades to ensure the trainee can process the call correctly. Because of the role-playing aspect of training not only can our CAs process calls at the highest possible level of customer satisfaction but they can also understand and can use

all types of communication equipment that is used in the deaf, hard of hearing and speech impaired community.

In addition to the information on call processing, CA trainees receive a variety of other information designed to assist them in their jobs. CAs receives lectures on ergonomics which helps to reduce their risk of injury or discomfort at work. Dixie Duncan, our Administrative Assistant and certified Staff Interpreter gives a lecture on Deaf Culture to give the trainees a better understanding of cultural influences that are present in the deaf and hard of hearing community.

Finally, Jerry Geist, who is a Team Leader and is also deaf, does a workshop on the translation of written ASL into conversational English. Because ASL is Jerry's native language he can ensure a clear understanding of the principles of translating. In addition to this workshop there are also two workbooks that new CAs are required to complete within a month of graduation from training. These workbooks are approved by Sprint and distributed by Jerry and they are corrected by the CA's Team Leader.

When the training ends, the CA graduates and begins taking actual calls from customers but the learning process never ends. Each month our Training Department publishes a news letter which is full of information on call types and processing. Included in this newsletter is a quiz which must be completed by all CAs. The quiz includes questions regarding call processing and procedures and spelling. CAs also receives two surveys a month which are performed by a Team Leader. These surveys are designed to ensure calls are being processed correctly and procedures are followed. Random quality checks are also conducted on the floor by the on duty Team Leader for the shift. Once a CA has demonstrated a level of excellence they have the opportunity to participate in our peer mentoring program and pass on their knowledge to new CA trainees.

Typing speed and accuracy is of huge importance to our customers and we, in partnership with Sprint have devised a program by which to track this information. Once a quarter every CA must take an oral to text typing test administered on site. The typing test script is different every quarter and CAs must type at least sixty words a minute. Most of our CAs far exceeds these requirements with several typing over one hundred words a minute.

On "the floor" situations will occasionally arise requiring the CA to seek assistance. In this instance there is a system in place which allows the CA to notify the on duty Team Leader that they need help. All of our Team Leaders are capable of processing all call types, many of our Team Leaders being former CAs. All Team Leaders are qualified to

translate ASL and they all must complete the same monthly quizzes that CAs must. In addition to this knowledge Team Leaders, in extreme circumstances, have demonstrated excellent problem solving abilities and creative thinking in the rare circumstance where there was no policy or procedure to cover a given situation.

Off the call processing floor there are opportunities for learning as well. Buster Rolewitz, a deaf employee of MN Relay posts illustrations of how to sign and finger spell various words. These postings are greatly enjoyed by CAs and management alike and it is not an uncommon site to see people practicing these signs or attempting to have conversations in America Sign Language. Both Dixie (Staff Interpreter) and Jerry (Team Leader) are frequently asked to demonstrate the sign for words or phrases. We also post notifications of upcoming ASL classes for those CAs interested in leafing American Sign Language. We have had several CAs go on to become ASL interpreters.

Studies have shown that people who work in a fun environment perform their jobs better and with a higher level of customer satisfaction and at MN Relay we are committed to providing the highest level of customer service possible. To further that goal we have shown that we look for the most qualified candidates regardless of physical disabilities or personal beliefs, we have an extensive training program place, a variety of quality checks and assurances and an unending opportunity for continued learning. In addition to all of that we have a number of fun activities for CAS to take part in as well. Without our CAs we could not provide this immensely valuable service for the community and we remind them of that fact with activities like our monthly CA Appreciation, pancake feeds, company picnics, annual Holiday Decoration Contest, recognition for outstanding service and, most of all with the knowledge of a job well done.

MN Relay is not just an organization of professionals providing a service but rather it is a family whose members assist one another and understand their place and importance within the local and global communities.

Among the CSD headquarters, 81% of management level staff is Deaf or Hard-of-Hearing and includes employees who are also visually and mobility Disabled. Many of these employees started in lower-level positions and have been promoted into managerial roles. CSD Relay also employs CAs and other employees who are Deaf, Hard-of-Hearing, Blind, have mobility or neurological impairments. CSD Relay will continue its commitment for the hiring and promotion of persons with disabilities.

CSD has been recognized by organizations for its commitment to diversity including the employment of persons with disabilities.

Lerae Olesen of Sioux Falls reads with her hands.

Olesen, who is blind, faced several new challenges four years ago, during her 80 hours of training for her job as a communication assistant at CSD Relay. The company provides full telephone access to people who are deaf, hard of hearing, blind or speech-impaired.

She mastered the same training material that all employees are required to learn, and, because of her blindness, also mastered operation of the Brailex, a device that converts characters on a computer screen to Braille.

"Having no previous experience with such equipment, Lerae found it challenging," said Tanya Frigo, center manager. "Yet she rose to the occasion and performed superbly, completing training at the same time as other trainees, despite her doubled workload."

The soft-spoken Olesen said she loves to talk on the telephone and likes helping people, so the work suits her well.

Her work suits her bosses, too.

During the past 28 months on the job, she has had perfect attendance, even though she struggles with snowy sidewalks and relies heavily on taxi cabs for transportation.

Olesen was CSD Relay's employee of the month in January 2001 and this month earned the Sioux Falls Business Leadership Network's top honor as employee of the year.

"I'm from Sioux Falls but had moved to Rochester (Minn.) and worked as a music therapist," Olesen said. "My job was eliminated, so I took some computer training, put my résumé on the Internet and moved back to Sioux Falls."

A recruiter from CSD saw her résumé and gave her a call, asking Olesen to combine her skills of using telephones and computers. The hire has worked out well, said Susan Smit, a CSD team leader and Olesen's supervisor.

"Working with Lerae has allowed me to appreciate the great effort behind her achievements," Smit said. "Her kindness and sense of humor help her! to manage her

daily challenges and serve as a reminder for me to do t he same with my own."

Customers have claimed that Olesen was the best communication assistant they have ever worked with.

"I'm proud to represent the Relay and people who have disabilities," Olesen said. "Employers, and people in general, must have more understanding that we can do jobs well and be reliable workers who contribute to a company's success."

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CSD is an equal opportunity employer and have approved affirmative action plans on file with the federal and state governments. Following statements are excerpts from CSD's Equal Employment Opportunity Statement:

EQUAL OPPORTUNITY EMPLOYMENT STATEMENT

CSD believes that equal opportunity for all employees is important for the continuing success of our organization. In accordance with state and federal law, CSD will not discriminate against any employee or applicant for employment because of race, disability, color, creed, religion, sex, age, national origin, ancestry, citizenship, veteran status, or non-job related factors in hiring, promoting, demoting, training, benefits, transfers, layoffs, terminations, recommendations, rates of pay or other forms of compensation. Equal opportunity is provided to all employees based on qualifications and job requirements.

AFFIRMATIVE ACTION STATEMENT

CSD provides equal employment opportunity to all persons without regard to race, color, religion, disability, sex, age, or national origin, and promotes the full realization of this policy through a positive continuing program of affirmative action. CSD is committed to equal opportunity for all applicants and employees in personnel matters including hiring, benefits, training, promotion, compensation, transfer and layoff or termination.

Although it is not required for initial hiring, it is strongly recommended that persons be recruited and hired who have a working knowledge of American Sign Language (ASL), relay service experience, and experience working within the communications impaired community.

Communication access in the workplace begins with the staffing process. CSD Relay will give employment preference to job applicants who have knowledge of American Sign Language, experience working with Deaf (including Deaf-Blind), Hard-of-Hearing or Speech-Disabled individuals and who have Relay experience.

CSD also employs numerous individuals who are not Deaf, Hard-of-Hearing or Speech-Disabled, but are still able to communicate directly with their co-workers, applicants for employment, customers and visitors in ASL.

CSD Relay encourages all of its employees to learn sign language and provides support for class participation. CSD Relay also employs several professionally certified, full-time Sign Language Interpreters who are available to ensure that communication remains accessible. In addition, sign language interpreting services are regularly provided by part-time contract interpreters.

CSD Relay also employs several individuals who are Blind or Vision-Disabled as Relay CAs. These CA's workstations are equipped with Braille display boards that convert the on-screen text into Braille and headsets that allow the CA to hear signals for call processing. With these accommodations, CSD Relay CAs who are Blind or Vision-Disabled are able to relay calls as well as any CA without a disability.

Accommodations and Adaptive Devices

Other accommodations and adaptive devices also make CSD's work environment communication accessible:

- IP Video cameras
- Video phones
- Video conferencing capabilities
- TTYs
- Portable TTYs with wireless Sprint PCS Service
- Uniphone TTYs
- Portable telephone amplifiers
- Two-way interactive text messaging pagers
- Wireless communication service pagers
- Sprint PCS wireless phones
- Sprint Handspring Treo 600, 650 and Sprint Blackberry Wireless 7750 (wireless phone, email, Internet, instant messaging)

- Captioned Telephones (CapTel)
- Video Relay Service (VRS)
- ISDN MM250 Videophone
- Sprint IP Relay
- Dedicated bandwidth for access to Sprint IP Relay and/or Video Relay Service
- E-mail, voice mail, fax
- Instant messaging capabilities
- Sprint PCS wireless Web messaging
- JAWS for Windows (converts text to voice for Internet and Windows applications)
- Magnifiers
- Enlarged print and fonts
- Brailled documents
- Braille printer
- Brailled signs
- Assigned readers
- ADA-compliant facilities
- Visual fire alarms
- Closed Captioning
- Sign Language Interpreters

CSD has been recognized by organizations for its commitment to diversity, including the employment of persons with disabilities.

National disability awareness

Disability Employer of Year,
County of Ononeaga, New York

Disability Mentor Program Recognition for 2002-2005,
City of Syracuse, New York

Disability Employer of the Year Finalist,
Dayton, Ohio

The William B. Swett Award

Massachusetts Relay won The William B. Swett Award from the Massachusetts State Association of the Deaf (MSAD). MSAD recognizes organizations that have made

outstanding and enduring contributions toward services for the betterment of deaf, hard of hearing and speech disabled people in Massachusetts. This award demonstrates we have shown a deep commitment that the deaf, hard of hearing and speech disabled can achieve on a level comparable to others.

JOB CREATOR OF THE YEAR AWARD

On April 2, 2003, Jim Skjeveland, Vice President of Contact Center Operations, accepted the Job Creator of the Year 2002 award, on behalf of CSD, presented by the Honorable Andre' Bauer, Lt. Governor of the State of South Carolina.

The annual ceremony honors employers from across South Carolina who have significantly contributed to the state's economy during the previous year. In September, 2002, CSD opened the state's first-ever Relay Center in Cayce, SC and employs over 125 people.

The annual Job Creator Award is based on contributions to the state's economy during the previous year. Recipients are nominated by six sponsoring agencies and twelve local Workforce Investment boards for:

- Employing large numbers of people with the state's Employment Service, and through the One-Stop Career Centers administered by the local Workforce Investment Board

- Capital investment in industry or tourism

- Support of the state's public and technical college system

- Community improvement and impact on hiring economically disadvantaged people in collaboration with the Workforce Investment System

Less than 1 in 1,000 companies across the state receive this annual award. CSD is very proud to be a recipient and to add South Carolina to its national family.

If a newly hired employee does not possess this experience, the employee must receive training in these areas before being considered a fully functional employee. The responder must state an ASL learning timeline for relay employees and identify the level of ASL required for employees to maintain employment. There should be at least one supervisor proficient in ASL for each working shift.

CSD has over the 29 plus years of providing TRS, always developed the most qualified

staff. CSD is a consumer based organization, that unlike any other organization, truly understands the needs and requirements of the end users.

CSD's current staff of 10 managers and 5 support personnel all possess a working knowledge of ASL and continue to participate in training that increases their knowledge. CSD has employed 2 local consumers to provide ASL classes to our management and support staff, as well as our Communication Assistants. CSD proposes to provide this training to their management and support staff on an on-going basis for the length of the contract. CSD would propose to require weekly ASL training for new employee hires until their skills are considered to be at a conversational level. Once employees have been identified as proficient, classes will be performed once a month to ensure the ongoing development of skill sets with our employees.

CSD not only believe in identifying employees as qualified by their ability to understand their consumers, but as well qualified in the management of the call center skills necessary to provide TRS. CSD has invested greatly in developing our management teams across the country in call center knowledge that allows us to not only increase our quality of service, but as well the efficiency and service methods.

CSD is known as a pace setter with the Call Center Industry Advisory Council in the provision of training and certification of their employees. This activity has included the certification of the leadership of the organization as well as 3 additional individuals as of the time of this RFP. Our Center Manager, Nancy Soyring has completed 4/6th of this certification process.

The CIAC certification process involves a 360 review as well as 4 knowledge assessments to include:

a. People Management
b. Operations Management
c. Customer Relationship Management
d. Leadership and Business Management

The final portion of the certification is a work product assignment that requires the individual to apply the knowledge they have to the call center in which they manage. This certification process is an 18-24 month process that has been tried by more than 750 people, yet CSD has 4 of only 103 people certified in the world.

As one of the first 20 people certified in the world, Jim Skjeveland, the Sr. Vice President

of CSD currently provides ongoing support to several organizations on the development of their people to meet these skills sets. He has also been sought after to present at various call center industry conventions on how to develop the most qualified leadership teams in call centers. CSD is not only an example for TRS providers, but is looked to as an example to all call centers on how to provide a qualified staff. This is also proven in the awards in which they have received in the past few years.

All CSD Relay employees, including management, participate in 20 hours of Diversified Culture training during the initial training period. Representatives from local Deaf organizations and/or CSD staff with appropriate experience deliver this portion of training. CSD works closely with each Call Center's local Deaf community to identify knowledgeable presenters to assist with the training.

CSDs Diversified Culture training module represents CSD's and Sprint's commitment to ensure employees develop a sensitivity and understanding to the customers served. This was developed with the assistance of a Deaf college intern utilizing a number of organizations and individuals. The Diversified Culture training module includes information about the needs of the Deaf, Hard-of-Hearing and Speech-Disabled persons.

The organizations involved in creating the Diversified Culture training module are included in Table 6.1 on the next page:

National Organizations	Educational Institutions	Other Related Areas
• American Association of Deaf/Blind • American Association for Retired Persons • Association of Late-Deafened Adults, Inc. • American Speech and Hearing Association • Self Help of Hard-of-Hearing, Inc. • National Association of the Deaf • National Black Deaf Advocates • National Hispanic Council of Deaf and Hard-of-Hearing • Telecommunications for the Deaf, Inc. • United Cerebral Palsy.	• Gallaudet University • National Technical Institute of the Deaf • California State University at Northridge • University of Arkansas- Dept. of Rehabilitation • State Schools for the Deaf • Local Programs for Deaf/Hard-of-Hearing (Mainstreaming) • Ohlone College in California.	• State Advisory Boards • State Contract Administrators (S.T.A.R.S.) • CSD Account Managers • Individuals representing Speech-Disabled Community (Speech-to-Speech service).

Training is provided on various levels of English/ASL during initial training, as well as throughout a CA's employment. In order to successfully complete initial training, the CA must demonstrate competent skills to translate calls as required. Below are the topics covered in the Deaf Culture Training program:

ASL / DEAF CULTURE (20 HOURS)

- What is ASL?
- History of ASL.
- ASL's recognition as its own language

- Rules of ASL
- Parameters of ASL
- English Idioms versus ASL Idioms
- Evolution of ASL
- Syntax of ASL
- How to translate ASL to English
- TTY Language Samples
- TTY Courtesy

Each employee receives 80 hours of initial training, which includes 20 hours dedicated to Deaf Culture. All role-plays are written to reflect ASL. CAs are tested for basic ASL skills prior to completing initial training. If the CA does not demonstrate the ability to convert basic ASL to conversation English, the CA is not allowed to take live calls. The CA will receive additional training if needed. If the CA cannot grasp the concept of converting basic ASL to conversational English the CA will be terminated.

Throughout employment CAs continues to expand on their skills and improve their knowledge of ASL and Deaf Culture.

After initial training, each CA is provided with an ASL workbook. This workbook is completed by the CA and returned to the Supervisor. The Supervisor and CA together review the workbook and the CA's ability to translate ASL to conversational English. The CA keeps this manual for future reference. CAs is supported by Supervisors who are trained and knowledgeable in Deaf Culture. Please see Attachment E for the ASL Workbook.

The responder must include an explanation of how it will provide speech-to-speech (STS) service and any specific requirements and training for STS CAs in the plan.

In addition to initial training, STS CAs receives eight hours (8) of additional training specifically on Speech-to-Speech Services. This training is delivered by individuals with professional experience related to Speech-Disabilities and/or consumer experts. Two (2) of those hours are spent specifically on voicing for Voice-Synthesizer users.

Video and audio tapes featuring Dr. Segalman (founder of STS and a STS consumer) are used to demonstrate a wide range of speech patterns. This ensures that STS CAs are well-equipped to meet the specialized needs of STS users. The STS training outline is on the following pages:

STS Training Outline	
☐	Training Agenda
☐	Sprint Values and Goals
☐	Scheduling
☐	Work Performance Components • Call set up • Confidentiality • Transparency
☐	Participation • CA Training • Taking over calls • CA work performance • Make busy to not take calls is unacceptable • Call Focus
☐	Confidentiality and Transparency Acceptable to: • Discuss call speech patterns • Discuss techniques customer uses • Have two CAs on one call, if necessary or customer requests. Unacceptable to: • Have conversation regarding information discussed on calls

Speech-to-Speech Training Objectives	
Objectives	After completing Module 7 on Speech-to-Speech, the CA will be able to: • Talk with understanding about the Speech-to-Speech product. • Develop resources available to facilitate high performance. • Process all call types available. • Probe for information provided by the

Benefits	• The Speech-to-Speech module will provide: • The CA with information about understanding Speech-to-Speech users and their various communications needs. • Through lectures, videos and observations the CA will get a first hand opportunity to understand the role of a Speech-to-Speech CA in greeting and dealing with Speech-to-
Overview	• Upon completion of the Speech-to-Speech module, new CAs will have a basic understanding of processing Speech-to-Speech calls and meeting the needs of a wide variety of disabled Relay users.

The responder must include an explanation of how it will provide captioned telephone VCO service and any specific requirements and training for captioned telephone VCO CAs in the plan.

CAPTEL TRAINING

CSD's subcontractor Sprint will utilize is CapTel, Inc. (a.k.a. CTI), for the CapTel call center based in Madison, Wisconsin. The following is their training plan for their MN CapTel CAs.

1.0 Overview

CapTel Caption Assistant (CA) Training includes comprehensive training on the CapTel Service Workstation equipment and other instruction including some live call handling experience. All prospective CAs are required to meet all of the CapTel, Inc. (CTI) standards for becoming a Production CA. These standards include the ability to consistently meet call-handling skills such as word per minute averages, accuracy averages as well as attendance and attitude standards as set by CapTel management. At any time if a prospective CA does not demonstrate the ability to achieve the expected standards, they may be removed from the training group and terminate employment.

2.0 Training Summary Outline

• 2.1 Introduction/Tour

Introductions: Lead trainer, Training assistant, Call Center Director, and other

administrative personnel that may be involved in the first day of training. Prospective CAs are given a tour of the building and the facilities. Each individual is given a security passkey and shown how to use it. The CapTel, Inc. building is a secured facility and the passkey is needed to enter the parking lot after normal business hours, enter the building and gain access to the call center floor by stairway or elevator.

- 2.2 Human Resources Overview

The Human Resource Coordinator meets with each group to go over required employment paperwork for the state of Wisconsin, Call Center Policies, Non-Disclosure agreement, Confidentiality Requirements, Expected standards that must be met to pass out of training, and current scheduling needs.

- 2.3 Videos

Several videos are shown to better demonstrate the job of a CA and how the technology works and how it provides improved communication for our clients. After each video, questions are answered or clarified as needed.

- 2.4 Mini Demo CapTel Phone

A brief explanation of the CapTel phone and the captioning system is given including commonly used terminology when referring to each party involved in a call. Each trainee is then able to place a short call to experience using the CapTel phone. This helps individuals to better understand what we are asking them to provide our clients and what the client experiences.

- 2.5 Introduction - Developing a Personal Voice Profile

Developing a personal voice profile is the most important step to successfully process CapTel calls. CAs are given specific instruction as to how to speak, how to sit, and how to utilize the computer and headset to gain optimal accuracy.

- 2.6 Introduction - Training Program

The CapTel training program allows individuals to listen to various pre-recorded scripts and “re-voice” what they hear directly into the recognition program. Individuals are coached to focus on developing the proper re-voicing technique. This simulates the conversation or voice of the hearing person and having to repeat those words to the computer accurately. Through the progression of various training scripts CAs work to improve their speed of speech while maintaining accurate pronunciation of words based on each script.

- 2.7 Introduction - Call Handling Tools

Macros are utilized to aid in the speed and accuracy of calls. CAs listen to pre-recorded scripts that consist mainly of Macro type words and learn to utilize the macros accordingly.

- 2.8 Introduction - Call Handling Skills –Pacing a Conversation

CAs are introduced to further call handling skills that allow them to pace various calls in order to provide accurate captions.

- 2.9 Introduction - Call Handling Skills – Inserting Words

CapTel trains its CAs to insert particular words that the voice recognition is not able to caption successfully or in a consistent manner. These words include such things as people's names and regional cities and towns.

- 2.10 Introduction – How to Handle Various Recordings

CAs are introduced to various types of calls and how to handle each. The importance of verbatim transcription, confidentiality, accuracy and speed are reviewed. CAs view a demonstration by the training assistant, and then each CA is assigned scripts relating to answering machines and automated recordings.

- 2.11 Introduction & Demo of CapTel Conversation

Each trainee observes each end of the "telephone call", (CA, CapTel user, hearing person). Each CA assists in making "live" calls to other trainees. This encourages each CA to observe and experience what our clients experience on every call. It also allows the CA who is captioning an opportunity to practice their learned techniques on more realistic, true to life calls.

3.0 Introduction to Call Simulation

Live call simulation allows CAs to gain exposure to real incoming calls landing on the production floor, however they do not interfere with the quality of captions going to the CapTel user. New CAs are paired with experienced CAs on the production floor to observe and listen to live calls.

- 3.1 Call Simulation-Timings

CAs are placed into a rotation of call simulation and receive their first official timing for speed and accuracy Baseline timings provide a progress report for each CA and develop a list of improvement areas. This measures the quality and accuracy of re-voicing.

- 3.2 Review of Baseline Timings

Training Scripts are assigned to the group. One at a time, each CA meets with the trainer to review their Baseline timings. Feedback and review of standards and expectation are given.

- 3.3 Introduction to Correction Tool

The Correction tool is introduced to provide CAs with another opportunity to provide the highest quality captions.

- 3.4 Review Training Elements

CAs meet as a group with the trainer to review the various elements that enable them to provide the quality of captions we expect from each CA.

4.0 Monthly Timing Policy

CapTel, Inc.'s monthly timing policy is reviewed with all CAs. The importance of successfully passing these timings is emphasized.

- 4.1 Call Simulation-Timings

CAs are placed into a rotation of call simulation and receive an official timing. This second timing is a base-line timing in which re-voicing accuracy and call handling skills along with the ability to correct errors are evaluated. Each CA is unaware of when the timing will occur.

5.0 Production Floor Orientation

Current Supervisors meet with the group of CAs to go over specific Call Floor procedures, expectations, break adherence, time clock, lockers, emergency plans, point of contact individuals for questions and assistance.

CAs continue to progress onto the production floor and practice in the training room as needed. CAs are timed each day and progress is reviewed until a CA meets the expected standards or it is determined the individual is not suited for the position. Action is taken as necessary.

6.0 Training Procedures

The Communications Assistants will convey the full content, context and intent of every call relayed. The Communications Assistant will relay all calls in accordance with the following procedures:

CapTel CAs do not, for the most part, rely on their own grammar, spelling, or typing skills, as the majority of text transcription is verbatim through the voice recognition technology. The FCC has granted CapTel a waiver from the minimum TRS standard requirements on August 1st, 2003 due to this exception.

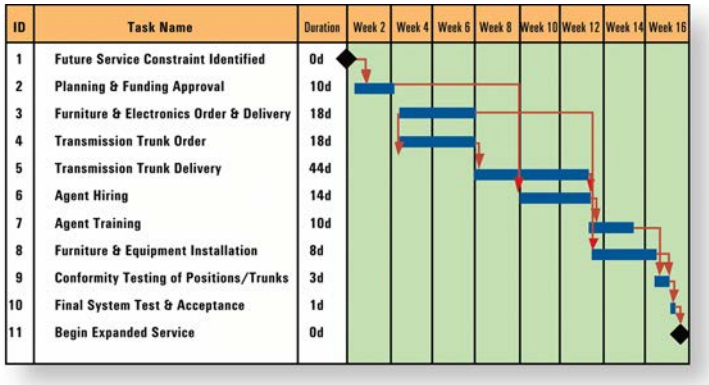
The responder shall explain the projected expansion levels by staffing category that will be necessary to meet the service standards for all projected call volumes over the life of this Contract.

CSD routinely conducts usage studies in order to proactively foresee increased demands and respond accordingly. From the time system components are identified as operating in excess of 75% of capacity, plans are put into place to increase the following:

- Trunking
- Workstations
- Staffing
- Facilities
- Equipment

This negates any potential lag time.

The engineering, installation, testing, and acceptance of equipment additions will then occur within 16 weeks, thereby avoiding any blockage of offered traffic. See the Service Expansion timeline below:



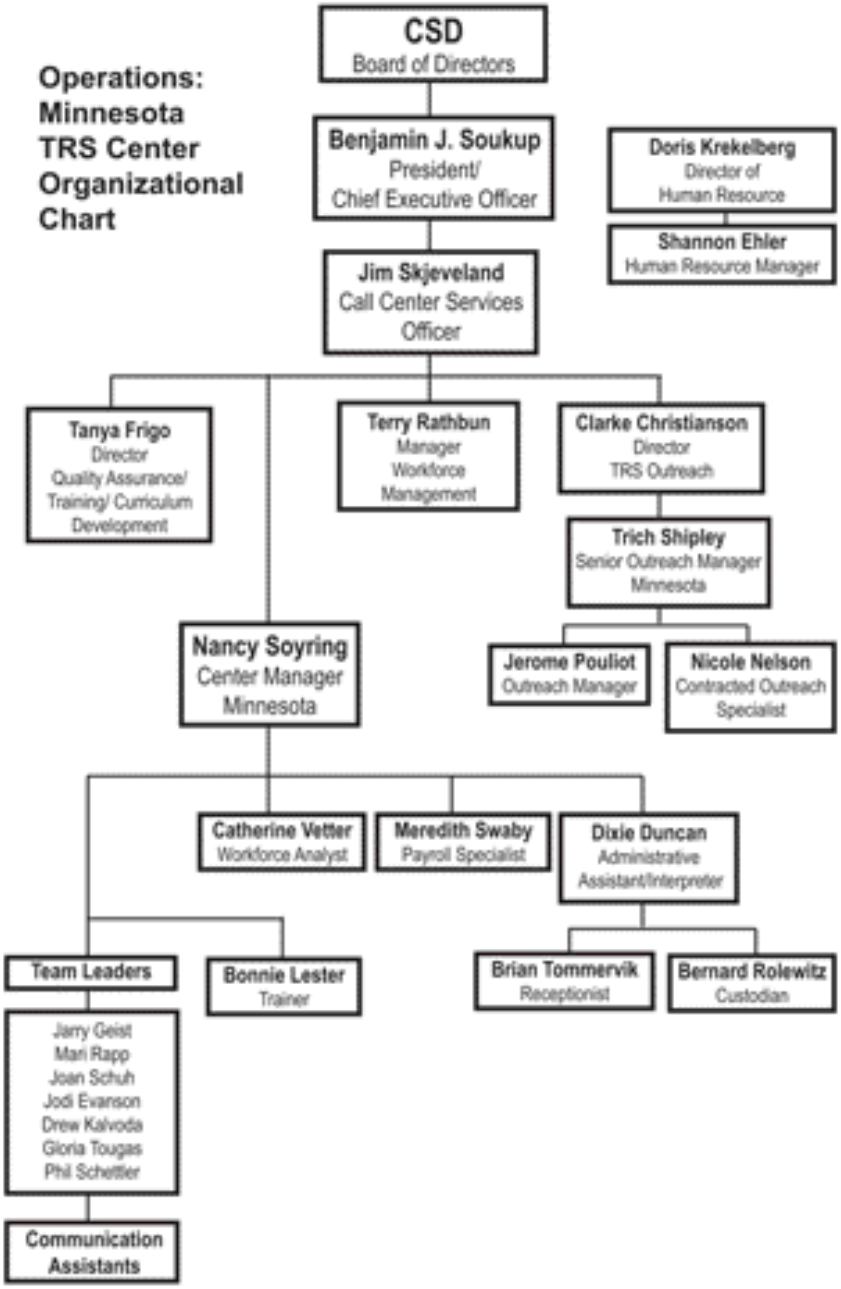
ID	Task Name	Duration
1	Future Service Constraint Identified	0d
2	Planning & Funding Approval	10d
3	Furniture & Electronics Order & Delivery	18d
4	Transmission Trunk Order	18d
5	Transmission Trunk Delivery	44d
6	Agent Hiring	14d
7	Agent Training	10d
8	Furniture & Equipment Installation	8d
9	Conformity Testing of Positions/Trunks	3d
10	Final System Test & Acceptance	1d
11	Begin Expanded Service	0d

This excess capacity can be used in times of anticipated increase in call volumes, as well as ensuring flexibility when unforeseen volume increases occur due to natural disasters.

Use of excess capacity was apparent this past September when hurricanes struck the State of Florida and Louisiana, causing significant damage to wireline and wireless Providers. However, those customers reaching a Sprint TRS Center experienced uninterrupted, exceptional service. This was due to CSD's experience in staffing for additional capacity.

Each proposal must include:

- *An organizational chart depicting levels and numbers of relay service personnel by category.*



• *Job description and qualifications for each relay service position (including relay provider management, relay center management, trainers, CAs, etc.).*

CSD is pleased to present this information, please refer to Attachment D for job descriptions and qualifications for each relay service position including, headquarters management, relay center management, trainers, CAs, and other positions utilized at the Minnesota Relay Center in Moorhead, Minnesota.

• A hiring practice plan which documents outreach to the communication impaired, disabled, and other minority communities.

As a world-class telecommunications company serving a diverse customer base, CSD realizes the importance of hiring employees who identify with the customers we serve and is committed to complying with the American with Disabilities Act. CSD proudly employs people with a variety of backgrounds, beliefs and abilities. This diversity allows the business to see the world from a fresh perspective and serve customers in creative new ways. The company's corporate culture helps employees to feel personally rewarded, perform at their best and maximize their potential. Please refer to CSD Hiring Plan for Individuals with Disabilities in Attachment C.

CSD has made it a matter of policy to hire those with disabilities because of the nature of our products and consumer base. Our consumer base includes Deaf, Hard of Hearing, Speech-Impaired, individuals.

First Proposal Clarifications/Corrections *36. Page 247 (Section 6.1). RFP requires that each proposal must include an organizational chart depicting levels and numbers of relay service personnel by category, and job description and qualifications for each relay service position.*

CSD's organizational chart does not include an on-site technician. Please clarify if there would be an on-site technician at the Minnesota Relay center, and if so, please provide the job description and qualifications for this position.

CSD's Response: CSD will provide an on-site technican that will be an employee of their sub-contractor, Sprint. This employee will work with the Center Manager on-site. We have included the job descriptions and qualifications for this position.

This position requires that the candidate must possess strong PC skills, LAN/WAN experience, and DS/1 DS/3 knowledge.

The Minnesota on-site Technician is a 40 hours-a-week position, who is also on-call 24/7/365. The Technician maintains all of Sprint's equipment at the TRS center. This includes but is not limited to:

- T-1 and DS/3 lines coming into the center
- Cisco networking equipment for the local area network
- Adtran channel banks for the voice network
- The PC's, monitors, and keyboards used by the agents
- Chairs and desks

- The UPS and generator that provide emergency power

The Technician is responsible for checking equipment for signs of trouble or impending failure, and ensures that in the event of equipment failure a backup or redundancy plan is in place and working. The Technician is responsible for working with other groups to quickly resolve any technical issue that arises at the center. The Technician is also responsible for ensuring that problems caused by other parties, groups, or companies affecting the center are solved in a timely fashion.

Qualifications:

The MN Technician Tim Smith is based at the Moorhead Center and has been in the technical support field for 15 years, 7 of those years were in a call center environment, 5 years in the current position. The Technician worked for 2 years at a Gateway technical support center in Minot, ND run by Sykes Engineering, Inc.

The MN Technician is an expert on electro-mechanical equipment from time clocks and parking gates to biometric scanners and non-standard or specialized PC networks. The MN Technician holds Gateway and Dell certification and was one of 23 people selected from across the US to study Computer Aided Laser Optics in the former Soviet Union. He was one of 10 people selected to study Fractal Design and Chaos Theory at Lawrence University.

6.2 Communication Assistants

A. Minimum Qualifications for all Relay Communication Assistants

CAs must meet the minimum qualifications required by 47 C.F.R. § 64.604. The State recognizes that some mandatory minimum standards may be waived on a temporary or permanent basis for certain forms or TRS; the Contract Vendor shall not be required to meet mandatory minimum standards that have been waived by the FCC.

In their proposal, responders shall specify how they plan to demonstrate that CAs meet, at a minimum, the following proficiency requirements:

CSD will provide detailed responses on how they meet and exceed all requirements.

1. Typing Speed and Accuracy

Each CA must provide a typing speed of a minimum of sixty (60) words per minute, with a maximum error rate of no greater than 5 percent (5%). The formula to calculate words per minute shall be five (5) keystrokes (four alphanumeric characters plus one space) per "word" requiring three hundred

(300) keystrokes per minute to achieve sixty (60) words per minute. (Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters "attached" to that macro. Similarly, a macro executed with two keystrokes shall count for two keystrokes regardless of the number of alphanumeric characters "attached" to that macro.)

CAs are tested prior to graduating from CA training and processing live Relay calls. A CA trainee must achieve a typing speed of a minimum of 60 wpm before they are put on the floor to take live calls. CSD CAs average typing speed exceeds the 60 wpm requirement. The accuracy rate is currently at 95%.

CSD uses specialized computer testing software to ensure accurate assessment of CA typing capabilities. During this test, CSD and Sprint does not use technology-aided transmission to test the typing speed. The scores for each CA are the actual words-per-minute typed.

CSD uses an oral-to-type test that simulates actual working conditions and the Relay environment. Testing software ensures the oral-to-type test is of a five (5) minute duration. The test used to assess typing speed is the same test used to assess accuracy. Specific typing tests are selected each quarter and are not posted or distributed in advance. CSD follows all FCC guidelines in regards to typing speed requirements.

CSD's CA exceed this requirement by typing an average of 78 words-per-minute (wpm). CSD utilizes an oral-to-type test that simulates actual working conditions.

CAs are tested quarterly to ensure that a 60-WPM performance requirement is maintained. During this test CSD does not use technology-aided transmission to ensure typing speed. The scores for each CA are the actual words per minute typed. In addition, CSD utilizes technological aides such as pre-programmed macros and auto-correcting software, along with the CA's natural skill, to provide optimal service.

Providers must give oral-to-type tests of CA speed (oral-to-text tests for captioned telephone VCO CAs).

- CapTel CAs are trained to caption the words spoken by the hearing party as accurately as possible, without intervening in communications.
- CapTel CAs are permitted to provide background noise identification.

- CapTel CAs are tested using scripted calls to a minimum accuracy level of 98%. Periodic testing is conducted to maintain this standard.
- CapTel CAs are periodically tested using scripted calls to a minimum of 2% or less error rate. Periodic testing is conducted to maintain this standard.
- The CapTel user will receive captions at a minimum speed of 125 WPM. Periodic testing is conducted to maintain this standard.

2. English Grammar and Spelling

Each CA shall demonstrate, at a minimum, skills in English grammar and spelling at a level equivalent to that used in the first year of college.

All CA trainees are required to pass a valid and unbiased college–entry level spelling test to be considered for employment as a Relay CA. Telephone Etiquette is covered in initial training. Please see Attachment F for a copy of the Spelling Test.

3. Understanding of Limited English

CAs must demonstrate the ability to understand communication-impaired people using limited English and to translate limited typed English to correct spoken English.

Responders shall demonstrate how they plan to train CAs to translate these calls. Furthermore, responders shall indicate at what level they consider CAs to be fully trained in this capacity.

CAs must demonstrate the ability to understand communication-impaired people using limited English and to translate limited typed English to correct spoken English.

Responders shall demonstrate how they plan to train CAs to translate these calls. Furthermore, responders shall indicate at what level they consider CAs to be fully trained in this capacity.

During initial training, the CAs are trained and evaluated on how to accurately reflect the TTY user's intent and the CA's role in the relay process. CSD uses a workbook, created by a deaf instructor, to train CAs in the translation of limited English to conversational English. In addition, all role-plays are "written in ASL/Limited English" and CAs must translate these role-plays from limited typed English to correct spoken or conversational English. This area is evaluated and

tested throughout training. When training is complete, CAs continue to be evaluated on limited English to spoken English translation through individualized monthly surveys. In addition, if requested, CAs will relay verbatim without translating.

4. Clear and Articulate

Each CA shall possess clear and articulate voice communications.

CSD understands a positive phone image is an important aspect of the CA position. As a part of initial training, CAs are trained to always use clear articulation and enunciation. Equally important, CAs are taught to be expressive and vary their tone of voice and rate of speaking by creating a verbal picture with their voice. For many customers it may be their first experience using a Relay Service. Hearing customers using Relay rely on the tone of voice and inflection to better understand the message. How information is relayed may have a greater impression than what is said.

5. Spanish Relay

Each CA processing Spanish relay calls shall demonstrate, at a minimum, skills in Spanish grammar and spelling at a level equivalent to that used in the first year of college.

Spanish language Relay Service is handled by proficient Spanish speaking CAs. CSD offers Spanish language services 24 hours-a-day, 7 days-per- week. The Minnesota Spanish language service will have a separate, 800 access number. CSD can route calls seamlessly and transparently to specific Relay Centers that handle Spanish Relay Services. CSD will provide Minnesota Relay users the speed, efficiency and ease of use they expect and deserve.

Bilingual CAs are trained to process all types of Spanish Relay calls, including the following call-types:

- TTY-to-Voice
- Voice-to-TTY
- Voice-Carry-Over (VCO)
- VCO-to-TTY
- TTY-to-VCO
- Hearing-Carry-Over (HCO)
- VCO-to-VCO

- VCO-to-HCO
- Two-line-VC
- Two-Line-HCO
- TTY-to-TTY
- Recorded Announcements
- Answering machines
- Interactive Menus
- Beepers
- Pagers
- Directory Assistance
- Emergency Calls
- Collect Calls
- Calling Cards
- Third Party Calls

CSD's bilingual CAs are trained to meet the specific needs of Spanish-speaking Relay users and are able to adapt to various dialects used by the Spanish-speaking community.

CSD's Spanish CAs are trained and experienced to handle regional variations of the Spanish language. CSD handles dialects from all parts of Latin America and the Caribbean.

Those include:

- Mexico
- Nicaragua
- El Salvador
- Colombia
- Ecuador
- Argentina
- Cuba
- Dominican Republic
- Standard Castilian Spanish
- Guatemala
- Honduras
- Panama
- Peru
- Venezuela
- Chile
- Puerto Rico

It should be noted that all Spanish dialects are mutually intelligible. A person from one Spanish-speaking country will be able to understand another fairly well. They are comparable to the variations that would be found in American English as spoken across different parts of the United States.

The default is to use the standard Latin American Spanish where it doesn't create confusion, and use regional variations when clarity is needed. Our CAs are able to switch to the regional words where necessary (this would be equivalent to using American English regional variations for words like "soda" and "pop".

CSD Relay workstation Spanish macros and greetings are listed below:

Spanish Greetings:

RELAY <State> OPERADOR/A XXXXF/M NUMERO LLAMANDO POR FAVOR GA
TTY: RELAY <State> CA NUMBER XXXXF/M NUMBER YOU ARE CALLING PLEASE GA

RELAY <State> OPERADOR/A XXXXF/M HABLE (O ESCRIBA A MAQUINA) AHORA GA
VCO: RELAY <State> CA NUMBER XXXXF/M YOU MAY SPEAK (OR TYPE) NOW GA

RELAY <State> OPERADOR/A XXXXF/M PUEDE OIR USAR VOZ O LEER TTY GA
HCO: RELAY <State> CA NUMBER XXXXF/M YOU MAY HEAR VOICE OR READ TTY GA

RELAY <State> OPERADOR/A XXXXF/M PUEDE OIR O LEER TTY GA
VOICE: RELAY <State> CA NUMBER XXXXF/M MAY I HAVE THE NUMBER THAT YOU WANT TO CALL?

Spanish Macros:

POR FAVOR EL AREA Y EL NUMER DE DONDE NOS LLAMA GA
PLEASE PROVIDE THE NUMBER WITH AREA CODE FROM WHERE YOU ARE CALLING

EL NUMERO QUE DESEA LLAMAR Q GA
NUMBER THAT YOU WANT TO CALL Q GA

(OPERADOR/A XXXXF/M CONTINUANDO SU LLAMADA)
(CA NUMBER XXXXF/M CONTINUING YOUR CALL)

(OCUPADO...MARCANDO DE NUEVO)
(BUSY SIGNAL.....REDIALING)

RELAY <State> CA/A XXXXF/M CON UNA LLAMADA
RELAY <State> CA XXXXF/M WITH A CALL

(EXPLICANDO SERVICIO)
(EXPLAINING THE RELAY SERVICE)

(MARANDO DE NUEVO PARA DEJAR MENSAJE UN MOMENTO)
(REDIALING TO LEAVE A MESSAGE. ONE MOMENT.)

(LA MAQUINA CONTESTADORA COLGO) GA
(ANSWERING MACHINE DISCONNECTED) GA

(SU MENSAJE FUE DEJADO) CA/A XXXXF/M GA
(YOUR MESSAGE WAS LEFT) CA XXXXF/M GA

(LA PERSONA HA COLGADO) RELAY <State> CA/A XXXXF/M GA TO SK
(THE PERSON HUNG UP) RELAY <State> CA XXXXF/M GA TO SK

EL SERVICIO DE RELAY HA CAMBIADO LA PROGRAMACION PARA LOS CLIENTES QUE USAN EL ASCII DE ALTA VELOCIDAD: EN EL FUTURO, PARA PODER VER LO QUE ESTA ESCRIBIENDO EN LA PANTALLA, FAVOR DE ACTIVAR EL "ECO LOCAL ON" GA
THE RELAY SERVICE HAS CHANGED THE PROGRAMMING FOR HIGH SPEED ASCII USERS. IN THE FUTURE, TO SEE WHAT IS BEING TYPED ON THE SCREEN, PLEASE ENABLE "ECHO LOCAL" GA

(MARCANDO DE NUEVO)
(REDIALING)

(GRABACION)

(RECORDING)

(MAQUINA CONTESTADORA ESTA CONTESTANDO)
(ANSWERING MACHINE ANSWERED)

(SU NUMERO SE TRANSMITIO) GA TO SK
(YOUR NUMBER WAS TRANSMITTED) GA OR SK

(CA/A NO TIENE ESA INFORMACION DISPONIBLE)
(CA DOES NOT HAVE THE INFORMATION AVAILABLE)

(UN MOMENTO POR FAVOR)
(ONE MOMENT PLEASE)

TRANSFIRIENDO
TRANSFERING

(GRABACION CONTESTO)
(RECORDING ANSWERED)

(CON MUCHO GUSTO) SKSK
(YOU'RE WELCOME)

(PERSONA COLGO) SKSK
(THE PERSON HUNG UP) SKSK

(POR FAVOR COLOQUE SU TELEFONO EN LA MAQUINA CONTESTADORA Y LUEGO LA ACTIVA) GA
(PLEASE PLACE THE HANDSET ON YOUR ANSWERING MACHINE AND TURN IT ON) GA

(DEJANDO MENSAJE)
(LEAVING MESSAGE)

RELAY <State> CA/A XXXXF/M DEJANDO UN MENSAJE
RELAY <State> CA XXXXF/M LEAVING A MESSAGE

(SU MENSAJE NO ESTA CLARO POR FAVOR REPITA) GA

(YOUR MESSAGE WAS NOT CLEAR, PLEASE REPEAT) GA

(FAVOR DE DEJAR SU MENSAJE CUANDO MIRE "GA".MARCANDO)
(PLEASE LEAVE YOUR MESSAGE WHEN YOU SEE "GA"..... DIALING)

LA PERSONA COLGO HACE <HOW LONG AGO> SEGUNDOS Y LAS ULTIMAS PALABRAS COMUNICADAS FUERON <LAST RELAYED> RELAY <State> CA/A XXXXF/M GA OR SK
THE PERSON HUNG UP <HOW LONG AGO> SECONDS AGO AND THE LAST RELAYED WORDS WERE <LAST RELAYED> RELAY <State> CA XXXXF/M GA OR SK

(GRABACION) DESEA MENSAJE COMPLETO Q GA
(RECORDING) DO YOU WANT THE CA TO TYPE THE COMPLETE MESSAGE Q GA

(F)
(FEMALE)

(M)
(MALE)

(HABLE AHORA) GA
(SPEAK NOW) GA

(CAIMIENDO LA INFORMACION)
(TYPING INFORMATION)

(CODIGO DE AREA POR FAVOR) GA
(AREA CODE PLEASE) GA

(COMO DESEA ANUNCIAR SU LLAMADA Q) GA
(HOW DO YOU WANT TO ANOUNCE YOUR CALL Q) GA

(ESTA VELOCIDAD ES ACEPTABLE Q GA)
(IS THIS SPEED ACCEPTABLE Q GA)

(EN ESPERA...,...,..., SIGUE EN ESPERA)
(HOLDING...,...,... STILL HOLDING)

MARCANDO <call type> <number>
DIALING <CALL TYPE> <NUMBER>

SU NUMERO NO CORRESPONDE CON NUESTRA COMPUTADORA PARA ASISTANCEIA LLAME AL DEPARTAMENTO DE SERVICIOS AL CLIENTE 800 676 4290 GA
YOUR NUMBER DOES NOT MATCH OUR RECORDS, FOR CUSTOMER SERVICE PLEASE DIAL 800 676 4290 GA

NO PODEMOS RECONOCER SU LLAMADA POR QUE ES UN NUMERO DE TELEFONO PUBLICO O RESTRINGIDO GA
WE CAN NOT IDENTIFY YOUR CALL BECAUSE IT IS FROM A PUBLIC PHONE OR FROM A RESTRICTED NUMBER GA

SU PEDIDO HA SIDO PROCESADO ESTARA LISTO DENTRO 3 DIAS SI HAY ALGUN PROBLEMA FAVOR DE LLAMAR A SERVICIOS AL CLIENTE 800 676 4290 GA
YOUR ORDER HAS BEEN PROCESSED AND WILL BE READY IN 3 DAYS. IF YOU HAVE ANY PROBLEMS PLEASE CONTACT CUSTOMER SERVICE AT 800 676 4290 GA

SU LLAMADA SERA TRANSFERIDA ... MANTENGASE EN LA LINEA
YOUR CALL WILL BE TRANSFERRED..... PLEASE STAY ON THE LINE.

SONANDO 1 ... 2 ... 3 ... 4 ... 5 ... 6 ...7 ... 8 ... 9 ... 10 ...SIGUE SONANDO GA
RINGING 1... 2... 3... 4... 5... 6... 7... 8... 9... 10.. STILL RINGING

LA COMPUTADORA NO PUEDE PROCESAR SU LLAMADA POR EL SERVICIO DE RELEVO <call type> LLAMADAS HAN SIDO RESTRTINGIDAS DE SU NUMERO TELEFONICO GA
THE COMPUTER CAN NOT PROCESS YOUR RELAY CALL <call type>. CALLS HAVE BEEN RESTRICTED FROM YOUR PHONE

NUMBER GA

LA PERSONA A QUIEN LLAMA NO ACEPTA LLAMADAS A TRAVEZ EL SERVICIO DE RELEVO GA
THE PERSON YOU ARE CALLING DOES NOT ACCEPT RELAY CALLS GA

LA PERSONA A QUIEN LLAMA NO ACEPTA LLAMADAS A TRAVEZ EL SERVICIO DE RELEVO QUE ORIGINAN DE SU NUMERO TELEFONICO GA
THE PERSON YOU ARE CALLING DOES NOT ACCEPT RELAY CALLS FROM YOUR PHONE NUMBER GA

SUS ARCHIVOS YA ESTAN AL DIA
YOUR FILES HAVE BEEN UPDATED

LA COMPUTADORA NO PUEDE PONER AL DIA SUS DOCUMENTOS POR FAVOR INTENTE SU LLAMADA MAS TARDE GA
THE COMPUTER CAN NOT UPDATE YOUR FILES. PLEASE TRY YOUR CALL LATER GA

POR FAVOR REPITA, EL NUMERO DE 10-10-XXX ES INVALIDO GA
PLEASE REPEAT, THE 10-10XXX NUMBER IS NOT VALID GA

LA PERSONA HA COLGADO GRACIAS POR USAR RELAY <State> SKSK
THE PERSON HAS HUNG UP. THANK YOU FOR USING RELAY <State> SKSK

First Proposal Clarifications/Corrections *37. Page 252 [Section 6.2 (A)(5)]. CSD provides eight pages of information on Spanish language relay, but does not state that they will comply with the requirement that "Each CA processing Spanish relay calls shall demonstrate, at a minimum, skills in Spanish grammar and spelling at a level equivalent to that used in the first year of college."*

Please clarify whether or not CSD will meet the above requirement.

CSD's Response: CSD will meet the above requirements. CSD's Spanish agents are tested using the Berlitz Testing methods to ensure that they meet the skills required by this request for proposal.

B. Communication Assistant Training Requirements

All relay center staff, including management, shall receive training in ASL, deaf culture, speech impairments, ethics, confidentiality, and emergency response.

All CSD Relay employees, including management, participate in 20 hours of Diversified Culture training during the initial training period. Representatives from local Deaf organizations and/or CSD staff with appropriate experience deliver this portion of training. CSD works closely with each Call Center's local Deaf community to identify knowledgeable presenters to assist with the training.

CSD's Diversified Culture training module represents CSD's commitment to ensure employees develop a sensitivity and understanding to the customers served. CSD s Diversified Culture training was developed with the assistance of a Deaf college intern utilizing a number of organizations and individuals. The Diversified Culture training module includes information about the needs of the Deaf, Hard-of-Hearing and Speech-Disabled persons.

CSD has also developed their own internal deaf culture video tape that utlizes CSD employees. Please refer to DVD in the inside front cover of the Technical Proposal.

Training is provided on various levels of English/ASL during initial training, as well as throughout a CA's employment. In order to successfully complete initial training, the CA must demonstrate competent skills to translate calls as required. Below are the topics covered in the Deaf Culture Training program:

ASL / DEAF CULTURE (20 HOURS)

- What is ASL?
- History of ASL.
- ASL's recognition as its own language
- Rules of ASL
- Parameters of ASL
- English Idioms versus ASL Idioms
- Evolution of ASL
- Syntax of ASL

- How to translate ASL to English
- TTY Language Samples
- TTY Courtesy

Each employee receives 80 hours of initial training, which includes 20 hours dedicated to Deaf Culture. All role-plays are written to reflect ASL. CAs are tested for basic ASL skills prior to completing initial training. If the CA does not demonstrate the ability to convert basic ASL to conversation English, the CA is not allowed to take live calls. The CA will receive additional training if needed. If the CA cannot grasp the concept of converting basic ASL to conversational English the CA will be terminated.

Throughout employment CAs continue to expand on their skills and improve their knowledge of ASL and Deaf Culture.

After initial training, each CA is provided with an ASL workbook. This workbook is completed by the CA and returned to the Supervisor. The Supervisor and CA together review the workbook and the CA's ability to translate ASL to conversational English. The CA keeps this manual for future reference. CAs are supported by Supervisors who are trained and knowledgeable in Deaf Culture. Please see Attachment F for the ASL Workbook.

Each proposal must include: 1.) an outline of a staff training plan indicating training topics and time frames,

Initial Training

Initial training for CAs consists of 80 hours of curriculum, workshops, and exercises to train CAs to effectively meet the specialized communications needs of Relay users who are Deaf, Hard-of-Hearing, Late-Deafened, and Speech-Disabled. Training in the operation of Telecommunications Relay Service equipment includes both simulated on-line call handling, as well as assisted live call handling.

- During the CAs initial training, he/she will be trained and evaluated on accurately reflecting the TTY user's intent and on what the CAs role is in the Relay process. New hires also receive training in Deaf Culture, ASL translation, and sensitivity to the needs of persons with speech disabilities by a qualified person who, if not Deaf or Hard-of-Hearing, possesses extensive knowledge in this area.

- CAs receive extensive training on how to improve their interpersonal skills so that

they can work effectively with difficult and stressful situations that may arise during their employment.

- Stress can be a factor in maintaining confidentiality. CAs receive three hours of training on healthy detachment

CSD Relay's training and quality team have developed a comprehensive hiring and training program that prepares employees for this challenging position and ensures all communications are of the highest quality. Please review CSD's Training Module Outline in the Table below for a complete overview of topics covered during initial training.

Module	Customer Benefits
Module 1	Orientation • Objectives • Welcome and Introductions • CSD: Vision, Goals & Values • History of CSD • Relay Agent Training • Call Flow Chart
Module 2	Overview of System and Equipment • Objectives • Log In and Log Out Process • Screen Displays • Headset and Volume Control • Modems • Error Correction Function • Keyboard • Macros • Last Typed Macro Feature • English Macro • Spanish Macros
Module 3A	Phone Image • Objectives • Introduction • How Phone Image is Created • Why Phone Image is Important • Greeting • How Information Is Communicated • Using Conversational Tone • Descriptive Words • Background Noises • Expressing Conversational Tone to TTY • Transparency / Caller Control • Redefining the Agent Role

Module 4	The TTY • Overview of a TTY • TTY Etiquette • Closing a Conversation • TTY Practice • Agent Responsibility • Abbreviations and Terms
Module 5	Call Processing
Module 5A	Connecting to Relay • Objectives • Your Role as Agent • Turbocode • Enhanced Turbocode • ASCII • Sprint Relay On-line – Internet • 7-1-1
Module 5B	Basic Call Processing Procedures TTY Originated Calls • Local, Toll Free and Paid • CA Role Closure • Specific Person, Dept. or Extension Request • No Answer • Busy Signals • Switchboards • TTY – Voice answered TTY • TTY-Voice Call Take Over Procedures • Variations
Module 5C	Directory Assistance • Directory Assistance • Variations

Module 5D	Destinations of Traffic • Destinations of Traffic • Destinations Not Allowed • Origination and Termination • Multiple State Traffic • Intralata Competition • Sprint International and Sprint National • Harris County Correctional Facilities (Texas) • Marine Calls • Dedicated Relay Numbers • Roaming • 900 Numbers
Module 5E	Answering Machines & Audiotext • Record Feature • Voice Answering Machine • Voice to TTY Answering Machine • Information Line • Audiotext • Touch Tone Window • Voice Mail • Privacy Manager/Call Intercept • Pagers/Beepers (TTY - Voice) • Pagers/Beepers (Voice - TTY) • Wyndtell Pagers • Deaf Wireless
Module 5F	Voice Originated Calls • Voice Originated Call Description • Auto Detect Feature • Outbound Answer Types • Local Call Description • Toll Free Description • Paid Call Description • Alternate Carrier-of-Choice Description

Module 5G	Billing Procedures • FONcard Description • LEC Card Description • Optional Card Description • Pre-Paid Cards • Collect Calls • Third Party Billing • Immediate Credit
Module 5H	VCO • Voice Carry Over (VCO) • Non-Branded VCO • Branded VCO • No Answer • Busy Signals • VCO Answering Machine • VCO with Privacy Feature • Voice to VCO - VCO Answers • Two Line VCO • Reverse Two line VCO • VCO Call Take Over Procedures • Variations (new)
Module 5I	HCO • Hearing Carry Over (HCO) • Non-Branded HCO • Branded HCO • HCO with Privacy Feature • Voice to HCO - TTY Answers • HCO to Voice Answering Machine • HCO No Answer • HCO Busy Line • HCO Call Take Over Procedures • Variations

Module 5J	Alternate Call Types • VCO-to-VCO • VCO to TTY • TTY to VCO • VCO to HCO • HCO-to-HCO • HCO to TTY • TTY to HCO • HCO to VCO
Module 5K	Customer Service • Functions • Language
Module 5L	OSD Operator Services for the Deaf • Functions • OSD to TRS • TRS to OSD
Module 5M	Customer Database • Customer Database Description • Customer Notes Window • Main Menu • Name Submenu • Last Number Redial • COC Submenu • InterLata COC • Intralata COC • Billing Method Window • Numbers Submenu • Frequently dialed Numbers - FD • Emergency Numbers - EM • Blocked Numbers • Customer Notes • Preferences • Caller ID • Answer Type • Language Type

Module 5N	Emergency Call Processing • Emergency Services • TTY Inbound • Voice Inbound • Inbound Disconnects • No Call From Number • Data Retrieval Errors • Transparency • Non Emergency Calls

Module 5O	• Variations • Introduction • Static or Poor Connection • Request for Information • Profanity Towards Agent • Request for M or F Agent • Request specific agent • Agent knows customer • Suicide • Abuse • Illegal Calls • Sensitive Topic • CTRL A • Young Children • Changing Agents • Leaving a Message V-TTY Ans V • Repeating Information • Tone Judgments • Request for Relay Number • Restricted Calls • ASCII Detection on Outbound Line • Customer Requests to call Relay Service • Regional 800 • Two calling from numbers	• Hard-of-Hearing Customer Uses Standard Phone • Hard-of-Hearing Customer Answers TTY Line • Call Backs for TTYs • Multiple Calls • Customer Requests agent to Modify Call • Holding for Inbound prior to Outdial • Retrieving messages from TTY Voice Ans Mach • Request for Alternate Language • TTY User Types in Parenthesis • Product Information • Spanish Calls to Minnesota Spanish Speaking Agents • Voice Customer Hangs Up During a Call • Variable Time Stamp • TTY Customer Hangs Up During a Call • Conversation Being Recorded • TTY Requests Dial Number from Recording • Non Standard TTY Capability • Relaying Internet Characters • Non Supported Baudot Characters • TTY User Does Not Type GA • TTY Screener • Party Line Calls

Module 6	Federal Relay Service - FRS • Relay Procedures • Reporting • Requests Macros
Module 7	Speech-to-Speech • Introduction and History • Description • Characteristics of Customers • Stereotypes • Speech Disabilities • Attributes of Speech-to-Speech Agents • Call Processing • Variations
Module 8	Healthy Detachment • Survival Skills • Relay Traps • Perception • Ways to Reduce Stress • Hospitality
Module 9	Healthy Relay • Introduction • Ergonomics • Analogy • Stretching Exercises • Agent Reinforcement • Ergonomic Review • Setting Up Workstation • GUAM - Get Up and Move • Ergonomic Relief • Slowing the Customer Down • Overtime

Module 10	Adult Learning • Learning Continuum • Dale's Cone of Experience • Elements of Lesson Design • Effective Instruction • Feedback
Module 11	Assessing Performance • The Assessment Process Experience • Coaching • Assessment Definitions • Assessment Forms
Deaf Culture	Role-Plays

Training Schedule	
Day 1	• Welcome Packet/Important Numbers/Confidentiality Forms • Locker Keys/Keycards • Orientation • Building Tour, Lockers, Keycard check, Login Numbers • Training Goals and Expectations • What is Relay? • Video: Making the Right Connection • How We Got Here Module 1 • Contract Information • Why we're here. • Skills i.e. Typing, talking, listening, reading • Overview of System and Equipment Module 3 • Introduction of Training Workbooks • Preferencing: ADMIN PRESENTATION • How to use a TTY • TTY Overview/Abbreviations • TTY/ASL Introduction • Phone Image Module 2 • Descriptive Words/Background Noises
Day 2	• Weekly Staff Meeting • Headset Orientation • Destination of Traffic/State Differences/900 Calls • Role Play Introduction • Review (TTY - Voice) • TTY - VOICE PRACTICE • Observe Calls • Continue Call Processing (Voice - TTY) • VOICE - TTY PRACTICE • HR - ORIENTATION PRESENTATION (2 hours)

Day 3	• Wkly Training Conf Call • Review • Recording Feature • Answering Machines/Answering Machine Retrieval (AMR) • Control D Feature/ Pagers • Voice - TTY Pagers • Voice - TTY Answering Machines • Practice Role Plays • Observe • Review for Test #1
Day 4	• Review • Administer Test #1 • Surveys (TTY - Voice and Voice- TTY)/ Observe • Prepaid Calling Cards • Billing/ Immediate Credit • Deaf Culture • Practice Role Plays
Day 5	• Review • VCO - Non-Branded • VCO - Branded • Practice Role Plays • Privacy Feature (VCO) • VCO Answering Machines • Voice to VCO • Two Line VCO • Branding • Desensitization • Practice Role Plays • Observe • Typing Practice/Tests if necessary

Day 6	• Review • Changing Agents - Video and Call Takeover Process • Variations • HCO - Non Branded • HCO - Branded • Voice - HCO • HCO Answering Machines • Practice Role Plays • ASL Translation • Observe - Type • HR - BENEFITS (1.5 hrs) • Typing Practice/Tests if necessary
Day 7	• Review • Practice Role Plays • Variations • CDB Features • Directory Assistance • Marine • Emergency/ Threats • PRG Review • OSD/ Transfers • Observe - Talk • Typing Practice/Tests if necessary
Day 8	• Weekly Training Conf Call • Review • Practice Role Plays - VCO • Final - VCO Surveys/ Observe • ASL Translation • Roaming • Take Calls - sitting with peer • Review for Final Test

Day 9	• Review • Alternate Call Types • Practice Role Plays • Adherence/Trades/OT - OA PRESENTATION • Administer Final Test • Overview of Federal Relay • Take FRS Calls - sitting with senior agent
Day 10	• Final Review/ Questions & Answers • Detachment • Life After Training • Graduation • Take Calls • Take digital pictures for CSD ID Badge • Complete Typing Tests if necessary

2.) a description of how applicants and/or trainees will be tested prior to handling live Minnesota Relay calls,

In initial training, CAs are given three written and two hands-on performance evaluations. The CA must demonstrate their ability to spell, type accurately; process a call using live training terminals, and role-play scenarios written in varying levels of ASL. CAs must demonstrate Relay skill level in all aspects of call processing prior to graduation from training. The CA testing involves hands on and a written assessment of knowledge.

All CA trainees typing skills are tested during new CA training. Specialized typing test software is used to assess typing speed in a five-minute test. The script is a voice-to-text typing test that simulates a Relay call. The software counts every five characters, including spaces, as a word and divides the number of words typed by five to determine the number of words-per-minute. If a CA does not demonstrate a minimum typing speed of 60 wpm, the CA will not be allowed to process Relay calls.

CSD Relay ensures that each CA meets and maintains the required proficiency through a combination of testing, observation and performance evaluation activities as part of the CSD Relay Quality Program.

3.) how often during employment CAs will be re-tested,

MONTHLY SURVEYS

Once training is complete, the CA's performance is regularly evaluated through individualized monthly surveys. Supervisors use a CA Performance Survey while observing CAs process actual Relay calls. The Performance Survey is a comprehensive assessment tool designed to evaluate CA performance on 44 aspects of Relay call processing. The Performance Survey addresses, among many aspects of quality Relay performance, appropriate grammar, spelling, voice clarity and articulation, typing speed and accuracy, TTY-ASL interpretation, etiquette, language and cultural understanding. The CA Performance Survey provides a detailed perspective on individual performance and is used as a basis for feedback to the employee; to identify strengths and weaknesses, and for employment and compensation decisions. All CAs are required to meet expectations in all areas of the Performance Survey. If a CA does not meet a specific expectation, additional training and an opportunity for improvement are offered. CAs who do not satisfactorily improve in a reasonable time are subject to formal corrective action, up to, and including termination of employment.

See Attachment G for a copy of CSD's CA performance survey.

- Quarterly Typing Tests

CSD conducts quarterly typing tests of all CAs using a voice-to-text, computer-based test that simulates actual Relay working conditions. Testing software ensures the voice-to-text test is for a five-minute duration. The quarterly typing test assesses speed and accuracy. CSD follows all FCC guidelines in regards to typing speed requirements.

CSD launched a quarterly Quality Test Call Program in 2001. This program focuses on basic call procedures and the CA's ability to process basic calls. Each CA is also measured on typing speed on a live scripted call to assure every agent types 60 wpm. This program is conducted by CSD Trainers and Supervisors. This program drives quality and identifies areas where development is needed. This program is designed to assure CAs provide quality service to the customers it serves.

Supervisors use the Quality Program data to provide continuous performance feedback to CAs and to award incentives and formal recognition for outstanding performance. If performance is less than expected, employees are provided guidance, retraining and practice on an as-needed basis to improve their performance. If

progress is not satisfactory, CSD uses formal Corrective Action Program involving progressive disciplinary steps to further encourage improvement. Employees who fail to achieve and maintain the expected proficiency after exhausting the corrective action steps are subject to termination of employment.

First Proposal Clarifications/Corrections *38. Page 277 [Section 6.2 (B)(3)]. CSD states "Supervisors use the Quality Program data to provide continuous performance feedback to CAs and to award incentives and formal recognition for outstanding performance. If performance is less than expected, employees are provided guidance, retraining and practice on an as-needed basis to improve their performance. If progress is not satisfactory, CSD uses formal Corrective Action Program involving progressive disciplinary steps to further encourage improvement. Employees who fail to achieve and maintain the expected proficiency after exhausting the corrective action steps are subject to termination of employment."*

If a CA's performance is less than what is required or expected, what is the time frame involved for the CA to again meet requirements before the CAs employment is terminated?

CSD's Response: CAs are evaluated on a monthly basis and are required to meet these requirements. If a CA does not meet performance requirements, they are coached and depending on the severity of the situation, they could be terminated immediately or be put on a corrective action plan that will evaluate their performance over the next 90 days to watch for improvement in performance.

If a CA's typing speed falls below the requirement (60 words with 95% accuracy), is the CA still allowed to process live relay calls?

CSD's Response: CAs that do not type 60 wpm are not allowed to process calls at all. All CAs must pass quarterly typing tests to be allowed to continue to process live relay calls.

4.) a description of how individuals or organizations representing the communication impaired community will be hired to assist with the training.

All of CSD's training programs are developed using adult learning theories. CSD incorporates various instructional methods such as lectures, visual graphics, flow charts, videos, role-play scenarios, and actual hands-on training to enhance the CA's ability to learn. CSD's initial training addresses all areas of CA proficiency including typing speed, accuracy, spelling, and appropriate grammar use.

Instructors

CA training is delivered by certified training Supervisors who must annually demonstrate proficiency in subject matter knowledge and delivery skills. All applicants for the CA position are tested, screened, and interviewed to determine if they meet the basic requirements of the job. CSD Relay has management-level employees throughout its' Centers that possess extensive experience in the field of Deafness, or are native ASL users and/or certified Interpreters. This combination of in-house expertise and external resources allow CSD Relay to comply with Relay requirements.

CSD understand the importance of having a qualified team of Trainers. Skilled employees are motivated to act in the best interest of a company. Many CSD Trainers have college degrees or are in college working on degrees in Journalism, Mass Communication, Health Management, Business Administration and Psychology. Assistant Trainers who are in the program to become Trainers are part of a Training Coach program. They assist Trainers with classroom activities; ensuring trainees are processing calls correctly and assist them when they take live calls. The Assistant Trainers help with every aspect of training and provide assistance to the Trainer. When a training position becomes available the Trainer is selected from this program. In order for a CA to participate in the Assistant Trainers program the CA needs to be on the CSD team for a minimum of six months. The CA must have solid Relay skills, have good QA scores, good attendance and a positive attitude. Once selected for the program the assistant Trainer must be in the program for a minimum of six months to be considered for a Training position.

Each proposal must include an outline of a staff training plan that includes the above topics for speech-to-speech (STS) CAs.

Speech-to-Speech Training

In addition to initial training, STS CAs receive eight hours (8) of additional training specifically on Speech-to-Speech Services. This training is delivered by individuals with professional experience related to Speech-Disabilities and/or consumer experts. Two (2) of those hours are spent specifically on voicing for Voice-Synthesizers users.

Video and audio tapes featuring Dr. Segalman are used to demonstrate a wide range of speech patterns. This ensures that STS CAs are well-equipped to meet the specialized needs of STS users.

The STS training outline is below:

STS Training Outline	
☐	Training Agenda
☐	CSD Values and Goals
☐	Scheduling
☐	Work Performance Components • Call set up • Confidentiality • Transparency
☐	Participation • CA Training • Taking over calls • CA work performance • Make busy to not take calls is unacceptable • Call Focus • Teamwork – support peers
☐	Confidentiality and Transparency Acceptable to: • Discuss call speech patterns • Discuss techniques customer uses • Have two CAs on one call, if necessary or customer requests. Unacceptable to: • Have conversation regarding information discussed on calls • Discuss customers in general

Module 7- Speech-to-Speech Training	
Objectives	After completing Module 7 on Speech-to-Speech, the CA will be able to: • Talk with understanding about the Speech-to-Speech product. • Develop resources available to facilitate high performance. • Process all call types available. • Probe for information provided by the customer, using appropriate phrases.
Benefits	• The Speech-to-Speech module will provide: • The CA with information about understanding Speech-to-Speech users and their various communications needs. • Through lectures, videos and observations the CA will get a first hand opportunity to understand the role of a Speech-to-Speech CA in greeting and dealing with Speech-to-Speech customers.
Overview	• Upon completion of the Speech-to-Speech module, new CAs will have a basic understanding of processing Speech-to-Speech calls and meeting the needs of a wide variety of disabled Relay users.

Each proposal must include an outline of a staff training plan that includes the above topics for captioned telephone VCO CAs.

CAPTEL TRAINING

Sprint's subcontractor for the CapTel call center is CapTel, Inc. (a.k.a. CTI), based in Madison, Wisconsin. The following is their training plan for their FRS CapTel CAs.

1.0 Overview

CapTel Caption Assistant (CA) Training includes comprehensive training on the CapTel Service Workstation equipment and other instruction including some live call handling experience. All prospective CAs are required to meet all of the CapTel, Inc.(CTI) standards for becoming a Production CA. These standards include the ability to consistently meet call-handling skills such as word per minute averages, accuracy averages as well as attendance and attitude standards as set by CapTel management. At any time if a prospective CA does not demonstrate the ability to achieve the expected standards, they may be removed from the training group and terminate employment.

2.0 Training Summary Outline

- 2.1 Introduction/Tour

Introductions: Lead trainer, Training assistant, Call Center Director, and other administrative personnel that may be involved in the first day of training. Prospective CAs are given a tour of the building and the facilities. Each individual is given a security passkey and shown how to use it. The CapTel, Inc. building is a secured facility and the passkey is needed to enter the parking lot after normal business hours, enter the building and gain access to the call center floor by stairway or elevator.

- 2.2 Human Resources Overview

The Human Resource Coordinator meets with each group to go over required employment paperwork for the state of Wisconsin, Call Center Policies, Non-Disclosure agreement, Confidentiality Requirements, Expected standards that must be met to pass out of training, and current scheduling needs.

- 2.3 Videos

Several videos are shown to better demonstrate the job of a CA and how the technology works and how it provides improved communication for our clients. After each video, questions are answered or clarified as needed.

- 2.4 Mini Demo CapTel Phone

A brief explanation of the CapTel phone and the captioning system is given including commonly used terminology when referring to each party involved in a call. Each trainee is then able to place a short call to experience using the CapTel phone. This helps individuals to better understand what we are asking them to provide our clients and what the client experiences.

• 2.5 Introduction - Developing a Personal Voice Profile Developing a personal voice profile is the most important step to successfully process CapTel calls. CAs are given specific instruction as to how to speak, how to sit, and how to utilize the computer and headset to gain optimal accuracy.

• 2.6 Introduction - Training Program
The CapTel training program allows individuals to listen to various pre-recorded scripts and "re-voice" what they hear directly into the recognition program. Individuals are coached to focus on developing the proper re-voicing technique. This simulates the conversation or voice of the hearing person and having to repeat those words to the computer accurately. Through the progression of various training scripts CAs work to improve their speed of speech while maintaining accurate pronunciation of words based on each script.

• 2.7 Introduction - Call Handling Tools
Macros are utilized to aid in the speed and accuracy of calls. CAs listen to pre-recorded scripts that consist mainly of Macro type words and learn to utilize the macros accordingly.

• 2.8 Introduction - Call Handling Skills –Pacing a Conversation
CAs are introduced to further call handling skills that allow them to pace various calls in order to provide accurate captions.

• 2.9 Introduction - Call Handling Skills – Inserting Words
CapTel trains its CAs to insert particular words that the voice recognition is not able to caption successfully or in a consistent manner. These words include such things as people's names and regional cities and towns.

• 2.10 Introduction – How to Handle Various Recordings
CAs are introduced to various types of calls and how to handle each. The importance of verbatim transcription, confidentiality, accuracy and speed are reviewed. CAs view a demonstration by the training assistant, and then each CA is assigned scripts relating to answering machines and automated recordings.

• 2.11 Introduction & Demo of CapTel Conversation
Each trainee observes each end of the "telephone call", (CA, CapTel user, hearing person). Each CA assists in making "live" calls to other trainees. This encourages each CA to observe and experience what our clients experience on every call. It also allows the CA who is captioning an opportunity to practice their learned techniques on more

realistic, true to life calls.

3.0 Introduction to Call Simulation

Live call simulation allows CAs to gain exposure to real incoming calls landing on the production floor, however they do not interfere with the quality of captions going to the CapTel user. New CAs are paired with experienced CAs on the production floor to observe and listen to live calls.

- 3.1 Call Simulation-Timings

CAs are placed into a rotation of call simulation and receive their first official timing for speed and accuracy Baseline timings provide a progress report for each CA and develop a list of improvement areas. This measures the quality and accuracy of re-voicing.

- 3.2 Review of Baseline Timings

Training Scripts are assigned to the group. One at a time, each CA meets with the trainer to review their Baseline timings. Feedback and review of standards and expectation are given.

- 3.3 Introduction to Correction Tool

The Correction tool is introduced to provide CAs with another opportunity to provide the highest quality captions.

- 3.4 Review Training Elements

CAs meet as a group with the trainer to review the various elements that enable them to provide the quality of captions we expect from each CA.

4.0 Monthly Timing Policy

CapTel, Inc.'s monthly timing policy is reviewed with all CAs. The importance of successfully passing these timings is emphasized.

- 4.1 Call Simulation-Timings

CAs are placed into a rotation of call simulation and receive an official timing. This second timing is a base-line timing in which re-voicing accuracy and call handling skills along with the ability to correct errors are evaluated. Each CA is unaware of when the timing will occur.

5.0 Production Floor Orientation

Current Supervisors meet with the group of CAs to go over specific Call Floor procedures, expectations, break adherence, time clock, lockers, emergency plans, point of contact individuals for questions and assistance.

CAs continue to progress onto the production floor and practice in the training room as needed. CAs are timed each day and progress is reviewed until a CA meets the expected standards or it is determined the individual is not suited for the position. Action is taken as necessary.

6.0 Training Procedures

The Communications Assistants will convey the full content, context and intent of every call relayed. The Communications Assistant will relay all calls in accordance with the following procedures:

CapTel CAs do not, for the most part, rely on their own grammar, spelling, or typing skills, as the majority of text transcription is verbatim through the voice recognition technology. The FCC has granted CapTel a waiver from the minimum TRS standard requirements on August 1st, 2003 due to this exception.

1. Relay Procedure Training

CAs shall be trained in the procedural details of handling all forms of relay that the CA will be involved in relaying, including TTY, voice, ASCII, VCO, HCO, STS, captioned telephone VCO, emergency calls, Directory Assistance services, and Operator Assistance services.

All CSD CAs are trained to process the following call-types:

- TTY
- Voice
- ASCII
- VCO
- HCO
- Deaf/Blind
- Emergency calls
- Directory Assistance services
- Operator Assistance services.

The following call-types are processed by specially trained CAs:

- STS
- captioned telephone VCO

2. Initial Disability Awareness Training

CAs shall be trained to effectively meet the specialized communications needs of relay users who are deaf, deaf/blind, hard-of-hearing, late deafened, and speech disabled. CA training shall include, but not be limited to at least 12 hours devoted solely to ASL "gloss" and grammar, deaf culture, and the special needs of hard-of-hearing, late deafened, and speech disabled users. Training in the operation of TRS telecommunications equipment shall include both simulated and live on-line call handling.

All CSD Relay employees, including management, participate in 20 hours of Diversified Culture training during the initial training period. Representatives from local Deaf organizations and/or CSD staff with appropriate experience deliver this portion of training. CSD works closely with each Call Center's local Deaf community to identify knowledgeable presenters to assist with the training.

CA training shall include, but not be limited to at least 12 hours devoted solely to ASL "gloss" and grammar, deaf culture, and the special needs of hard-of-hearing, late deafened, and speech disabled users. Training in the operation of TRS telecommunications equipment shall include both simulated and live on-line call handling.

CSD's Diversified Culture training module represents CSD's commitment to ensure employees develop a sensitivity and understanding to the customers served. CSD's Diversified Culture training was developed with the assistance of a Deaf college intern utilizing a number of organizations and individuals. The Diversified Culture training module includes information about the needs of the Deaf, Hard-of-Hearing and Speech-Disabled persons.

CSD's training is developed using adult learning theories, and delivered by certified training supervisors. We adapt training to each participant's learning ability. We incorporate lecture, visual graphics, flow charts, videos, role plays, work books and actual hands-on training, which stimulates the employee's ability to learn.

CSD has recently developed a new bicultural video featuring local deaf and hearing figures from CSD. This video provides insight into the history of the Deaf Culture as

well as the issues present in the bicultural environment moving forward. This video utilized CSD employees - showing even more that we are own consumers - that are active in the future of the deaf community as well as hearing children of deaf adults and siblings of deaf adults. This video will be utilized throughout the CSD network at their centers as an educational tool. Please refer to the DVD in the inside front cover of the Technical Proposal.

All CSD center employees, including management, participate in Multicultural training during their initial training period. Representatives from the local deaf organizations and/or CSD staff with appropriate experience deliver this portion of the training. CSD works closely with each CSD center's local deaf community to identify knowledgeable presenters to assist with the training. CSD utilizes a host of various tools and participates in discussion groups to educate its employees on the different needs of their customers.

CSD multicultural training modules represent CSD's commitment to ensuring our employees develop sensitivity to and understanding of the customers we serve. CSD Multicultural training was researched and written by a deaf college intern utilizing a number of organizations and individual members. The Multicultural training module includes information about the needs of deaf, hard-of-hearing, speech-impaired and deaf blind persons.

CSD has utilized a number of organizations and individual members in providing a Multicultural program. They include:

National Organizations	Educational Institutions	Other Related Areas
• American Association of Deaf/Blind • American Association for Retired Persons • Association of Late-Deafened Adults, Inc. • American Speech and Hearing Association • Self Help of Hard-of-Hearing, Inc. • National Association of the Deaf • National Black Deaf Advocates • National Hispanic Council of Deaf and Hard-of-Hearing • Telecommunications for the Deaf, Inc. • United Cerebral Palsy.	• Gallaudet University • National Technical Institute of the Deaf • California State University at Northridge • University of Arkansas- Dept. of Rehabilitation • State Schools for the Deaf • Local Programs for Deaf/Hard-of-Hearing (Mainstreaming) • Ohlone College in California.	• State Advisory Boards • State Contract Administrators (S.T.A.R.S.) • CSD contract managers • Individuals representing Speech-Disabled Community (Speech-to-Speech service).

Multicultural Training Topics:

Who Uses the Relay Service?

- Why is it important to understand our customer?
- Why is it important to recognize their special communication needs?
- Pathological versus Cultural Views of Deafness
- Characteristics of Deafness
- The Deaf Community
- Myths about Deafness
- Why is there a Deaf Culture

- Deaf Heritage
- Bell's View of Deafness
- Galludet's View of Deafness
- Establishment of the National Association of the Deaf
- Use of Sign Language Interpreters
- Different Communication Skills Used in the Deaf Community
- Changes in Attitude Toward the Deaf Community
- Americans with Disabilities Act

American Sign Language

- What is ASL
- The History of ASL
- ASL's recognition as its own language
- Rules of ASL
- Parameters of ASL
- English Idioms versus ASL idioms
- Evolution of ASL
- Syntax of ASL
- How to Translate ASL to English
- TTY Language Samples
- TTY Courtesy

Hard of Hearing and Late Deafened Customers

- Characteristics of Hard-of Hearing Customers
- Assistive Devices for Hard of Hearing Customers
- Establishment of Self Help for the Hard-of-Hearing (SHHH)
- Relaying for Hard-of-Hearing Customers
- Characteristics of Late-Deafened Customers
- Establishment of Association of Late-Deafened Adults (ALDA)
- Relaying for Late-Deafened Customers

Deaf/Blind, Speech Disabled, Spanish Speaking and Hearing Customers

- Characteristic of Deaf/Blind Customers
- Assistive Devices for Deaf/Blind Customers
- Relaying for Deaf/Blind Customers
- Characteristics for Speech-Disabled Customers

- Relaying for Spanish Speaking Customers
- Relaying for Hearing Customers
- Deaf/Blind Pacing-allows the CA to slow down the transmission to the Braille machine.

Once training is completed, the CAs continues to have their job skills evaluated through monthly surveys and formal reviews. The survey process is a product of a task force comprised of management staff and it evaluates all areas of work performance, personal effectiveness and attendance. The goals of the survey process are to respond to customer's feedback and provide the CA with clearly defined, objective performance measures. Surveys are completed on each CA every month. If additional development is needed, a development plan is designed by their supervisor or the trainer.

To continue to bring focus to Disability Awareness, CSD provides alternating "Brown Bag" seminars to all staff. Topics include:

- ASL
- Deafness
- Deaf Culture
- Use of Interpreters and proper etiquette
- Negotiating in a Signing Environment
- Speech Impaired Users
- Deaf/Blind Users
- Demonstrations of various equipment

CAs must have competent skills in typing, grammar, spelling, interpretation of typewritten ASL and familiarity with hearing and speech disability cultures, language and etiquette. CA must possess clear and articulate voice communications.

CSD CAs average 78 words-per-minute with typing accuracy of 95% making them the best in the field. Recent testing of all Relay providers showed CSD/Sprint as the top performing when it came to typing words per minute and accuracy. CSD will continue to utilize Sprint's enhanced software, which ensures the highest quality of spelling and grammatical skills. CSD has worked works closely to implement spelling tests for CAs to successfully complete prior to taking live calls.

CSD's CA utilizes an oral-to-type test that simulates actual working conditions when testing CA for the typing wpm and accuracy. CAs are tested quarterly to ensure that a 60-WPM minimum performance requirement is maintained. During this test CSD does not use technology-aided transmission to ensure typing speed. The scores for each CA are the actual words per minute typed. In addition, CSD utilizes technological aides such as pre-programmed macros and auto-correcting software, along with the CA's natural skill to provide optimal service.

CSD staff, who are themselves users of relay services has and will continue to develop and deploy training techniques that enable CAs to develop an understanding of the hearing and speech disabled community. CSD stresses an understanding by CAs of disability cultures, language and etiquette appropriate for processing relay calls. CSD CAs complete stringent training to ensure that they possess necessary skills to articulate clearly in relay communications.

3. Ongoing Training

The responder shall demonstrate how ongoing training will be provided by including with its proposal an outline of a proposed ongoing training plan. All staff providing service to Minnesota Relay, including management, shall receive ongoing training in disability awareness, including functional and cultural issues within the deaf, hard-of-hearing, late deafened, and speech disabled communities. Ongoing training shall also include, but not be limited to, ethics, confidentiality, ASL, software changes, revised call handling procedures and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling.

ON-GOING TRAINING

All Relay skills are continually reinforced throughout employment and as a part of supplemental training programs. CSD develops refresher-training programs and on-going training labs to ensure CA work skills are maintained and remain consistent with basic Telecommunications Relay Service training.

On-going training is provided to update CAs monthly on software changes, revised call handling procedures, and refresher training on disability awareness. In addition to the monthly test call program, on-going training is provided to update CAs on software changes, revisions to call-handling procedures, refresher training on disability awareness, and other pertinent topics.

ONGOING TRAINING TOPICS

- Interpersonal Skills
- Performance Coaching
- Healthy Detachment
- FCC Mandates
- Answering Machine Workshop
- Operation of Equipment
- Calling Card/Prepaid (Debit) Card
- Enhanced Turbocode
- Background noise
- VCO Call Processing
- Reverse two-line VCO
- Changing CAs
- Cellular/Wireless
- Operator Services for the Deaf (OSD)
- Customer Service
- Perspectives on Deaf Culture
- Positive Phone Image
- Organizational Communication
- Conflict Management
- Voice Inflection Workshop
- TTY Pagers
- American Sign Language
- ASCII Split Screen
- Specific Person, Department, Extension Requests
- Relay verbatim
- 2 Line VCO
- HCO
- Information line recording
- TTY – TTY
- Alternate Billing
- Conference Calls

4. Minnesota Place Names

All CAs shall be trained in familiarity with common Minnesota place names, including their spelling, pronunciation and common abbreviations.

CSD includes training of Minnesota places. Here is a listing of the cities that Minnesota CAs and CAs located in out of state centers practice with to become

familiar with Minnesota place names.

Minnesota Cities and Attractions

Bloo·ming·ton	(blū’mĭngətn)
Brainerd	(brā’nərd)
Du·luth	(də-lūth’)
E·di·na	(ĭ-dī’nə)
Faribault	(fər-uh-bō)
Hennepin	(hĕn’əpĭn)
Hi·a·wa·tha	(hī’ə-wŏth’ə, -wô’thə, hē’ə-)
I·tas·ca	(ī-tăs’kə)
loon	(lūn)
Man·ka·to	(măn-kā’tō)
Me·sa·bi Range	(mə-sä’bē)
Min·ne·ap·o·lis	(mĭn’ē-ăp’ə-lĭs)
Minnehaha Falls	(mĭn’ēhä’hä)
Min·ne·so·ta	(mĭn’ĭ-sō’tə)
O·jib·wa	(ō-jĭb’wā’, -wə)
Roch·es·ter	(rŏch’ĭ-stər, -ĕs’tər)
wall·eye	(wôl’ī’)

5. Complaint Training

All CAs shall be trained in the proper procedures for receiving caller complaints.

CSD has established procedures regarding complaints, inquiries, and comments related to Relay Services and personnel. CSD ensures that any caller to the Relay Center with a complaint will be able to reach a Team Leader while still online during a Relay call. CSD acknowledges that all complaints received by supervisors or in writing, will be documented, including their resolution, and kept on file in the complaint tracking system.

CAs remains on line until both parties have terminated the call. A Team Leader or Customer Service Representative is available to take customer s, questions or concerns, while the caller is still on the line.
Please see Attachment H for sample of TRS Customer Contact Forms.

The Team Leader can be called to the CA position, or the call can be transferred to the Customer Service Representative. This procedure enables the Supervisor or

Customer Service Representative to support the consumer and document the nature of the complaint. All customer commendations and complaints are reviewed with appropriate CAs; commendations are displayed in the center. If the Customer Service Representative or Team Leader is unable to resolve the complaint, the Team Leader forwards the complaint to the Minnesota Contract Manager.

CSD Relay provides a toll-free TRS Customer Service number, which is accessible to the public statewide, 24 hours-a-day, 7 days-a-week, 365 days-a-year. The toll-free Customer Service number for TTY and voice callers is: 1-800-676-3777 for English and-1-800-676-4290 for Spanish. This number is answered by a live Customer Service Representative for the purpose of assisting with information on placing a Relay call, tips for improving the efficiency of Relay calls, information on new Relay service functions, changes in the service, and to accept commendations and complaints. Customer Service Representatives are capable of serving customers in all incoming call modalities.

First Proposal Clarifications/Corrections *39. Page 295 [Section 6.2 (B)(5)]. CSD states "CAs remains on line until both parties have terminated the call. A Team Leader or Customer Service Representative is available to take customer's questions or concerns, while the caller is still on the line."*

If the inbound caller places a long distance call and then, after the outbound caller has disconnected, remains on the call to file a complaint, commendation or to ask a question, is the inbound caller billed for long distance minutes for the portion of the relay call after the outbound caller disconnected?

CSD's Response: The Minnesota Relay user will only be billed for conversation time (which does not include call set-up time, time between calls and wrap-up time) on long distance calls.

If an inbound caller places a long distance call to an outbound party, and the outbound caller remains on the line to file a complaint or ask a question after the inbound caller has disconnected, is the inbound caller billed for long distance minutes for the portion of the relay call after the inbound caller has disconnected?

CSD's Response: The inbound Minnesota Relay user will only be billed for conversation time (which does not include call set-up time, time between calls and wrap-up time) on long distance calls.

6. CA Examination

The Contract Vendor shall require that all prospective CAs take and pass a quantifiable, performance-based Communication Assistant Proficiency Examination to be developed by the Contract Vendor and approved initially by the State. Responders must include an outline of this examination with the proposal. This examination, at a minimum, shall cover reading and speaking clearly in English (and/or Spanish for Spanish relay CAs), spelling, typing, dictation, procedures, characteristics of ASL as it may be reflected in the written language of TTY users, deaf culture, ethics and confidentiality, and professional judgment. This test shall have as its minimum requirements the proficiency skills for CAs mandated by this RFP and 47 C.F.R. § 64.604. The Contract Vendor shall make sure that material from these tests is not available to the CAs before testing time and must change portions of the tests from time to time.

Any CA who is unable to pass the examination within a specified training period shall not be utilized as a CA. The responder shall indicate to the State the training period duration. CAs shall be re-tested at least annually.

The responder shall include any different testing requirements for STS CAs in the outline.

The responder shall include any different testing requirements for captioned telephone VCO CAs in the outline.

In initial training, CAs are given three (3) written and two hands-on performance evaluations. The CA must demonstrate their ability to spell, type accurately; process a call using live training terminals, and role-play scenarios written in varying levels of ASL. CAs must demonstrate Relay skill level in all aspects of call processing prior to graduation from training. No testing material is available to the CA prior to testing. Tests are changed throughout the year so CAs are tested on changes and enhancements to the product. The CA testing involves hands on and a written assessment of knowledge. Please see copies of CA tests in Attachment I.

CAs are tested prior to graduating from CA training and processing live Relay calls. A CA trainee must achieve a typing speed of a minimum of 60 wpm before they take live calls. CAs currently average of 78 wpm.

- CA applicants are screened to ensure that they possess good communication skills including clear and articulate speech. Applicants who do not

demonstrate strong oral communication skills are not considered for employment. CA trainees are taught the importance of speaking clearly to all customers. CA trainees must demonstrate that they can speak clearly and articulately while relaying TTY messages as part of the skills assessment portion of a comprehensive test.

- CA applicants are screened to ensure that they possess good communication skills, including clear and articulate speech. Applicants who do not demonstrate strong oral communication skills are not considered for employment. CA trainees are taught the importance of speaking clearly to all customers. CA trainees must demonstrate that they can speak clearly and articulately while relaying TTY messages as part of the skills assessment portion of a comprehensive test

- CAs must demonstrate Relay skill level in all aspects of call processing prior to graduation from training. Trainees who do not pass the test are not permitted to process Relay calls.

CSD CAs who are hired to provide Spanish services are required to pass an evaluation of their ability to read, write, speak and understand Spanish. Berlitz, an independent vendor that specializes in the assessment of language skills, conducts this evaluation.

Berlitz is an independent vendor that specializes in the assessment of language skills and conducts Spanish language evaluations for CSD TRS. Please see Attachment J for a copy of the Spanish Speaking Listening Proficiency Test in Spanish and the Berlitz Language Proficiency Benchmark-Level Descriptions.

Spanish language CA s are evaluated monthly on their abilities to accurately translate typed text of Relay users who have limited written Spanish language skills. As part of ongoing monthly evaluation, Spanish language CA s are evaluated on their ability to translate Spanish gloss. Fully trained CA s will automatically translate limited typed Spanish to conversational Spanish.

C. Obscenity Directed to the CA

CAs do not have to tolerate obscenity directed at them. The proposal should specify how the responder will handle these situations. It is acceptable to transfer such calls to a supervisor who will try to determine why the caller is using obscenity and to explain that this is inappropriate.

CAs who receive a call from a user using obscenity directed at them will try to re-direct the caller. The CA will ask the caller if they wish to place a call. This is repeated twice. If the caller continues to be offensive, the CA will notify the caller that they are requesting a Supervisor's assistance. The Supervisor will again ask the caller if they wish to place a call. This is repeated twice. If the caller continues to use obscenity, the Supervisor will inform the caller that if they do not wish to place a call, the line will be released.

D. Communication Assistant Policies and Procedures Manual

Responders shall provide with the proposal a comprehensive outline of a proposed Communication Assistant Policies and Procedures Manual that shall include, but not be limited to, confidentiality and ethics, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a CA.

CSD is pleased to include the Table of Contents (outline) of the CSD Relay Center Employee Handbook for Communication Assistants (CAs) and Customer Service Representatives (CSRs). Please refer to Attachment K.

Upon award of the Contract, the Contract Vendor shall provide the State with a complete Communications Assistant Policies and Procedures Manual. Updates to the manual shall be given to the State as they occur.

CSD will be happy to make the completed Communications Assistant Policies and Procedures Manual available to the state and updates will be shared with the state as they occur.

E. Communication Assistant Identification

The CA identification method to be used for all Minnesota Relay calls is the CA number immediately followed by the letter "F" or "M" to indicate the CA's gender. The CA shall state their identification number at the beginning and conclusion of a relay call.

Each CA is assigned a unique four-digit number with gender identification. For TTY calls, the system automatically sends the ID number and the gender at the beginning of the call and the end of each call. Whenever possible, the user's preference to utilize the same CA during the entire conversation will be honored. Upon a request from an inbound caller for a specific gender, every attempt will be made to honor the request.

CA trainees, if used, shall be identified by the letter "T" following their CA identification. This information shall be relayed to both parties at the onset of each relay call to mitigate potential for criticism of CA quality.

CSD CAs do not process live calls during training.

6.3 Call Handling

CA procedures must comply with 47 C.F.R. § 64.604. Unless requested otherwise by a user, the CA shall relay all calls according to the following procedures. Responders shall indicate how they will ensure CAs adherence to the following procedures:

A. Limited Typed English

ASL is a visual language and does not have a written form. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss is not to be voiced word for word in its source grammatical form unless the TTY user instructs the CA to voice the typed words verbatim. If no specific instructions is given, ASL will be translated into English and spoken English shall be typed back to an ASL user in an English structure matching the register of the ASL gloss.

The contract vendor shall ensure that at least one person who is fluent in both languages (English and ASL) and interpretation is on duty and in the CA area of the relay center at all times in order to assist the CAs in understanding and properly communicating the full content of a ASL to English call.

CAs can translate without interfering in the communications. Unless requested to speak verbatim, CAs are trained to translate limited typed English into conversational English to ensure that the Voice user is able to understand what is being said. If the hearing person speaks in a manner that the Deaf person is having difficulty understanding the Deaf person may question the hearing person's response. If communication begins to break down the CA may request the hearing person to re-phrase what was spoken so the Deaf person can better understand what is being relayed.

The Contract Vendor shall provide at least one person who is fluent in ASL interpretation translation on duty at all times in the CA area of the relay center in order to assist CAs in understanding the intent of messages and properly communicating the full content of the communication.

CSD as a consumer based organization takes pride in the fact that we have management employees that have developed a solid understanding of the culture and the language of our consumer group. With this knowledge we have Team Leaders that vary in their abilities from being Deaf and fluent in ASL both receptive and expressively, to those individuals that may not be as expressive with their signing skills but have a solid understanding of the grammatical features of American Sign Language.

All of our management staff continue to participate in ASL courses provided in house, and will continue to do so in the upcoming years. On all shifts at the Moorhead facility we will have individuals that are able to assist with the ASL translation and be present on the call center floor for the agents.

We believe we have done this better than any other provider in the country. To provide effective ASL translation, individuals need to do more than just know the ASL language, but rather need to have a grammatical understanding of the language and the visual nature in which it represents.

Our employees at a CA level are exposed to the grammatical features of ASL as well as our management team. We then, through our ASL classes are able to enhance the management's exposure and understanding to better translate the intent of the message of our consumers.

We are our own consumer, and we take pride in making sure that we always have someone present that can assist in making sure that the intent of the message is always consistent with what our consumers expect!

B. Tone of Voice

When speaking for the TTY user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made, unless the TTY user requests otherwise.

CAs shall, to the best of their abilities, let the TTY user know the non-TTY user's tone of voice. For example, the CA can type in parentheses that a person is being rude, is yelling, or is laughing. Background noise that the CA hears shall be relayed.

CAs are trained to convey to the TTY user the non-TTY user's tone of voice without making subjective judgments. CSD has worked closely with the Relay user community to develop an appropriate list of words that convey the tone of the non-TTY user. Table 6.8 below lists accepted words used to convey possible emotions of

callers.

Emotion	Response
Angry	(voice getting louder)
Irritated	(sigh)
Sad	(talking softly)
Excited	(talking fast)
Bored	(talking slow)
Breathing heavy	(panting)
Eating	(smacking)
Crying	(sniffling)
Talking softly	(sounds frightened)
Sick	(coughing)
Sick	(wheezing)
Tired	(yawning)

If it is clear that the tone of voice is more emotional than the descriptive words can provide, the CA will further clarify. For example:

"(SOUNDS ANGRY)"

in addition to the descriptive words:

"(VOICE GETTING LOUDER)"

These descriptions will be typed in parentheses and preceded by the word "sounds". CAs are creative in conveying the hearing person's vocalizations to the text user. CAs receive training in voice conveyance as a part of CA skills enhancement.

C. Call Status

CAs shall keep the user informed on the status of the call, such as dialing, ringing,

busy, disconnected or on hold. The CA shall maintain contact with the caller during a hold period for the purpose of receiving instructions from the caller, such as hang up and dial again, or hang up and call another number.

CAs are trained to utilize CSD's sophisticated technology, which allows CAs to keep the user informed of the status of the call. The CSD Relay System provides feedback to callers on call status within 10 seconds after the caller has provided the number to call, and will provide feedback until the call is answered.

Macros (pre-programmed commonly used phrases) automatically inform the customer when the CA is dialing. As the Relay user gives the 'calling-to' number to the CA, the CA enters the number in the dialing window, and within 5 seconds outdials the call. A macro is automatically generated stating:

"NOW DIALING XXX-XXX-XXXX."

After the number is dialed, the CA hears the outbound line ringing, and immediately launches a macro that states:

"RINGING 1...2...3..." ETC.

The CA informs users of all possible call status scenarios including busy or fax sounds. CAs will keep the user informed during hold periods and will be ready to comply with user requests. Hearing users will be informed orally of call status messages. As requested by the caller, the CA makes unlimited attempts on busy line calls.

In addition, if the outbound user disconnects, the CA receives a system-generated signal on their screen, then informs the inbound user of the status, as seen below. This automation guarantees consistency for users. The CA informs users of all possible call status scenarios.

"(PERSON HUNG UP) XXXX M/F GA"

D. Outbound Called Number

The CA shall be required to inform the caller of the outbound number being dialed unless the outbound called number is entered directly by the calling party.

As mentioned in C. above, CSD's sophisticated technology allows CAs to keep the

user informed of the status of the call. The CSD Relay System provides feedback to callers on call status within 10 seconds after the caller has provided the number to call, and will provide feedback until the call is answered.

E. Providing Call Handling Options

The TTY user shall have the option of telling the CA what aspects of the call he/she will handle. For example, the TTY user may request to introduce relay services to the called party, rather than have the CA do it.

The TTY user has the option of telling the CA what aspects of the call that he/she will handle. For example, the TTY user may request to introduce Relay Service to the called-party, rather than the CA.

F. Verbatim Relay

The CA shall type to the TTY user or verbalize to the non-TTY user exactly what is said when the call is first answered and at all times during the conversation, unless either party specifically requests otherwise.

CAs relay everything that is typed and everything that is said and heard; when the call is first answered, and at all times during the conversation. CAs do not omit or censor any aspect of the Relay call.

G. Explaining Relay

The Contract Vendor shall have standard explanations of the various types of relay calls. All CAs handling Minnesota Relay calls shall use these standard explanations.

When the CA needs to explain relay to a hearing user, the CA shall also type "explaining relay" for the benefit of the TTY user. Conversely, when the CA needs to explain relay to a TTY user, the CA will inform the hearing user that the CA is explaining relay.

Upon request by the user, the CA shall not announce a call as a relay call, permitting the caller to provide explanation, if any. The CA shall not have the option to inform the called party that the caller is deaf or speech disabled unless the caller asks the CA to do so.

On TTY-initiated calls, the CA asks the non-TTY user if he or she has received a Relay call. If the user does not require an explanation of services, the CA will immediately begin relaying the call. If not, the CA will offer a brief definition specific to the appropriate call-type (i.e. TTY, VCO, HCO, and Speech-to-Speech).

For example:

"The person is using the relay service to communicate with you. The caller will type their conversation and I will read it to you. When you hear the words, "Go Ahead" it is your turn to speak and I will type everything heard. Please speak directly to the caller and say "Go Ahead" when you are ready for a response. One moment for your call to begin."

While explaining Relay, the CA will keep the other party informed orally or by typing:

"(EXPLAINING Relay)"

The TTY user has the option of telling the CA what aspects of the call that he/she will handle. For example, the TTY user may request to introduce Relay Service to the called-party, rather than the CA.

CAs are not required inbound voice party if they are familiar with the service prior to dialing the call. CAs are not required to ask the outbound party if they have received a relay call before when the user indicates familiarity of service during the relay announcement or greeting. CAs may offer an alternate service explanation to facilitate the non-TTY users understanding of the relay services.

H. No Solicitation

The Contract Vendor and their CAs shall not solicit other relay services, non-relay services, or customer preference input at any time during a relay call, including during set-up, relay, and wrap-up. CAs may, however, respond to callers' questions regarding relay services or customer preference information during call set-up or wrap-up.

CAs are trained to process calls per customers' requests. CSD in no way intends to solicit and/or look to acquire any type of information and/or preferences from customers while they are placing their calls. As a provider that is our own consumer, we strongly believe that these services should be provided with no interference and/or misconception that we are looking to solicit any feedback. Should a caller request information and/or assistance in establishing preferences and any services that CSD as a provider would offer.

I. Content, Context and Intent

All CAs must convey the full content, context and intent of the communication they relay.

CAs convey the full content, context, and intent of the Relay communication they translate. CAs convey to the TTY user the non-TTY user's tone of voice without making subjective judgments. CSD has worked closely with the Relay-user community to develop an appropriate list of words that convey the tone of the non-TTY user. TTY callers are informed of background noises during the call by the CA typing in parentheses. The CA adopts a conversational tone of voice appropriate to the type of call being made. Additionally, all background noises will be transmitted to the TTY user in parentheses, as seen in the table on the next page:

Example of Approved Descriptive Words	
(SOUNDS BORED)	(SOUNDS LOUD)
(SOUNDS CONCERNED)	(SOUNDS KIND)
(SOUNDS CONFUSED)	(SOUNDS PLEASANT)
(SOUNDS DISAPPOINTED)	(SOUNDS SLEEPY)
(SOUNDS FRIENDLY)	(SOUNDS TIRED)
(SOUNDS HAPPY)	(SOUNDS UPSET)

Approved Background Noises	
(DOG BARKING)	(DOOR SLAMMING)
(DOORBELL)	(COUGH)
(BABY CRYING)	(CHURCH BELLS)
(LOUD TV)	(MUSIC PLAYING)
(PAPER SHUFFLING)	(PAGER GOING OFF)
(TRAFFIC NOISE)	(TYPING)

J. No Delay

CAs shall not cause a relay conversation to be delayed. They shall not necessarily wait for a relay message to be completed before beginning to relay the message.

CAs are trained to keep the communication flowing. Therefore, the CA will not wait until the relay message to be complete before relaying the message. The exception would be if the Relay user needs to wait to understand what an ASL user is typing and will translate as it becomes clear to the CA.

K. Third Person

CAs shall indicate to the TTY user if another person (non-TTY user) comes on the line.

CAs relay everything thing that is typed and everything that is said and heard; when the call is first answered, and at all times during the conversation. The CA will notify a TTY user when a new person comes on the line by typing the gender in parenthesis.

L. Change of CAs

Change of CAs during a call is strongly discouraged. Unless requested by a user before or during a conversation or unless the CA becomes physically incapacitated, a change of CAs shall not be made before 15 minutes have elapsed since the beginning of the relay conversation. If the change is necessary, both parties shall be informed, and the new CA shall inform both parties of the CA's identification number.

Changing of CAs shall not cause the new CA to lose the caller's call handling preferences, either from the caller's customer preference record nor as requested by the caller during call setup, including instructions given once for sequential outbound calls. If the caller has requested a specific gender then the replacement CA shall also be of that gender. The caller shall always have the right to request a change in CAs and the Contract Vendor shall accommodate the request.

Please refer to Tab P for the Responder's Exception regarding change of "CAs on the line for a minimum of 10-minutes."

CSD only changes CAs during the Relay conversation when it is absolutely necessary. Whenever possible, CAs will stay on a call to ensure the natural flow of the conversation while keeping both parties informed, as seen below:

"(CA XXXX F/M CONTINUING UR CALL)"

The CA voices the following to the non-TTY user:

"THIS IS CA XXXX CONTINUING YOUR CALL."

In cases where a change in CAs is unavoidable, CSD follows the practice of keeping CAs on the line for a minimum of 10-minutes for standard Relay calls and a minimum of 15-minutes for Speech-to-Speech calls.

Whenever possible, the user's preference to utilize the same CA during the entire conversation will be honored. All information that is available to the beginning CA, including customer profile and instructions, will remain available for all subsequent CAs. The caller shall always have the right to request a change in CAs. In addition, if the customer has expressed a specific gender, the CA will honor the request, if available.

In order to ensure that the state of Minnesota has the most potential for efficiency, CSD recommends that the state stay with the 10-minute rule for TRS - currently only one other state has set forth a 15-minute rule . This would mean no other state traffic can be processed in the Moorhead center, or for efficiency, Minnesota traffic cannot be handled in other centers.

EXCEPTION: Change of CAs

Change of CAs during a call is strongly discouraged. Unless requested by a user before or during a conversation or unless the CA becomes physically incapacitated, a change of CAs shall not be made before 15 minutes have elapsed since the beginning of the relay conversation. If the change is necessary, both parties shall be informed, and the new CA shall inform both parties of the CA's identification number. Changing of CAs shall not cause the new CA to lose the caller's call handling preferences, either from the caller's customer preference record nor as requested by the caller during call setup, including instructions given once for sequential outbound calls. If the caller has requested a specific gender then the replacement CA shall also be of that gender. The caller shall always have the right to request a change in CAs and the Contract Vendor shall accommodate the request.

CSD's Response: CSD follows the FCC regulations for time before agents can change. If Minnesota were to implement this standard for their calls, they would be unique in their requirements. This unique requirement would prohibit Minnesota calls from being handled in other canters and increase the cost per minute. This would also decrease the number of jobs provided in the Moorhead center since other states do not have a like requirement and would then be moved to centers that process traffic with a like requirement.

The State accepts CSD's exception. *CSD shall adhere to the FCC requirement under 47 C.F.R. § 64.604 (a)(1)(v) which states "CAs answering and placing a TTY-based TRS or VRS call must stay with the call for a minimum of ten minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen minutes."*

M. Redials

At the request of the Minnesota Relay user, the CA shall permit unlimited redials to a busy number. The Minnesota Relay user shall not be required to provide calling information each time the number is redialed.

CAs are directed to make immediate, unlimited, subsequent outgoing calls as requested by the caller, without exception. No restrictions are placed on the length of calls or the time of day such calls take place. The CA informs users of all possible call status scenarios including busy or fax sounds. CAs will keep the user informed during hold periods and will be ready to comply with user requests. Hearing users will be informed orally of call status messages.

When reaching a busy signal, the CA will send the following macro:

(BUSY SIGNAL.....REDIALING

The Minnesota Relay user will not be required to provide calling information each time the number is redialed.

N. Relay All Comments

All comments directed to either party by the CA shall be relayed. These comments shall be typed in parentheses, for example, "(Can you spell that name back to me?)" All comments directed to the CA by either party shall also be relayed, for example, "(Yes, that name is spelled R-I-E-S-G-R-A-F.)"

CAs convey all conversation during the initial call set-up and acceptance of charges from the called party. All comments directed to either party by the CA are relayed and typed in parentheses. For example, the CA may relay:

"Yes, I will accept the charges"

these words will be spoken to the voice Relay users as:

"The party says, 'Yes, I will accept the charges'.

O. Relay in Third Person

If either party uses the third person, the CA shall relay in the third person. The CA may instruct the user to use first person, but after the instruction the CA shall relay in third person if the party continues to use third person.

The CA will attempt to redirect the voice caller to use first person reference. However, after two attempts to do so, if the voice caller continues to speak in third person, the CA will relay verbatim.

P. Automatic Spell Check and Auto-Correction

The Contract Vendor's system shall have automatic spell check.

The CA software features an error correction element that automatically checks and corrects common misspellings made by the CA. In 1996, CSD became the first Relay Provider to offer Automatic Error Correction software. CSD's Automatic Error Correction software is comprised of two components. The first component is the Single Word Edit feature. The single word edit enhancement buffers the word in the terminal memory until the CA presses the space bar. This enhancement gives the CA the ability to correct the spelling of a word before transmitting that word to the TTY user.

The second component of the Automatic Error Correction software is the Word Substitution enhancement. When the CA types a word and presses the space bar, the system checks the word to be transmitted against a dictionary of misspelled words or abbreviated words. If a match is found between the typed word and the word on the list, the system corrects the spelling. CAs continually submits words to be added to the misspelled word list. Submissions are then checked to ensure the word is not a commonly used abbreviation, or a word used in another language, prior to inclusion in the dictionary.

Q. Automatic Change of TTY Abbreviations Upon Request

The Contract Vendor's system shall have the ability to change TTY abbreviations to full words upon request. Example: Late deafened VCO user is not comfortable with TTY abbreviations and prefers full words.

The second component of CSD and Sprint's Automatic Error Correction software is the Word Substitution enhancement. CSD and Sprint's CA terminals contain a list of over 500 commonly misspelled words or abbreviated words. When the CA types a word and presses the space bar, the system checks the word to be transmitted against

the dictionary of misspelled words or abbreviations. If a match is found between the typed word and the word on the list, the system will correct the spelling or automatically expand the abbreviation. Upon request, CSD CAs will refrain from using standard TTY abbreviations and type in full words for the TTY consumer.

R. Macros

At time of award, the Contract Vendor shall provide to the State a complete, detailed list of all macros used or planned to be used. For the duration of this Contract, all modifications to this list shall be given to the State at least one week prior to implementation.

CSD has read, understands and will comply with this requirement by providing the state a complete, detailed, list of all macros used or planned to be used.

S. Typing Errors

To correct a typing error, CAs shall not backspace, but continue in a forward direction by typing "XXX" (common TTY convention for error) and then typing the word correctly.

When correcting a typing error, CAs will type 'XXX' in a forward direction and then re-type the word instead of attempting to backspace. The system is fully automated.

To ensure compliance, the system automatically produces 'XXX' when the backspace key is depressed. Therefore, it is not possible for the CA to backspace.

T. Verification of Spelling

When in doubt, CAs shall verify spelling of proper nouns, numbers and addresses that are spoken. This shall be relayed as discussed in Section 6.3(N), above.

When necessary, the CA will verify spelling of proper nouns, unfamiliar technical or specialized terms, numbers, and addresses that are spoken. Such verifications must be typed in parentheses, just as for other non-conversation content.

U. Gender

If a TTY user initiating a call asks, he/she will be advised of the relay CA's gender and, upon request, switched to a CA of the gender of the caller's choice.

CAs use parenthesis to identify the gender of the voice user at the beginning of a call as follows: "(M)" or "(F)." Whenever possible, the user's preference to utilize the same CA during the entire conversation will be honored. Upon a request from an

inbound caller for a specific gender, every attempt will be made to honor the request.

V. Volume

Each CA must be able to increase the outgoing volume of their speech via TRS platform controls (not just speaking louder) to help compensate for voice, HCO and STS users with some hearing loss, and shall do so to facilitate the hearing party's understanding of the CA, or at the request of the hearing party. If a volume setting is higher than normal, the CA shall reduce the volume at the request of the user. Volume shall be returned to normal settings after each call.

The CA is able to independently increase or decrease the volume of their speech for either an inbound or outbound relay user when the CA is voicing. This is accomplished via TRS platform controls for CA microphone and independent from the CA's actual headset. CAs will adjust their microphone volume control to facilitate communication for Voice, HCO and STS users or as needed to aid the hearing party's understanding of the CA. If a volume setting is higher than normal for the user, the CA shall reduce the volume at the request of the user. At the end of each outbound call the TRS platform returns the CA's microphone to the normal setting. In addition the CA is able to independently increase or decrease the volume for the inbound and outbound leg of the call to the CA headset earphone. This enables the CA to facilitate their understanding of inbound or outbound VCO or Voice user.

W. Staying on the Line

The CA will stay on the line until the inbound caller has terminated the call. If necessary to process a complaint or compliment, the call will be transferred to a supervisor or to customer service.

If the outbound user disconnects, the CA receives a system-generated signal on their screen, then informs the inbound user of the status, as seen below. This automation guarantees consistency for users. The CA informs users of all possible call status scenarios.

(PERSON HUNG UP) XXXX M/F GA OR SK

CAs remain on line until both parties have terminated the call. In the case where the caller wishes to register a complaint or commendation, a Supervisor will come on line to assist.

If the Inbound person hangs up while the Outbound is still on line, the CA will say, to

the Outbound:

"Your party has disconnected, good bye."

The CA will then release the outbound line. The terminal will automatically release the inbound line, and the CA will be available for another call.

If the Inbound person hangs up and the Outbound continues to stay on the line, the terminal will automatically release the inbound and outbound connection in 60 seconds. The CA will be available for another call.

Calls may be transferred to Relay Customer Service if necessary to process a complaint or compliment, or a Supervisor may take the call at the CA position.

X. No Interjections

CAs shall not counsel, advise or interject personal opinions or additional information into any relay call. This also means the CAs shall not make any value judgments on the profanity or obscenity or legality of any messages. Additionally, CAs shall not hold personal conversations with anyone calling Minnesota Relay.

CAs do not counsel, advise, or interject personal opinions or additional information during a call, even if the Relay communication breaks down. Nor do CAs make value judgments on the content of any Relay communication and will not hold personal conversations with anyone calling Minnesota Relay.

Y. Caller Names

Callers shall not be required to give their names or the name of the party they are calling. If names are given, this information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). CAs shall not ask for names even though it is understood that for some calls, having the full name would help facilitate the call. The CA shall not, however, refuse to make a call if the caller does not wish to give names.

Relay users are not be required to give their names or the names of the parties they are calling, unless required for billing purposes.

Z. Voice Mail and Interactive Menus

CAs must alert the Minnesota Relay user to the presence of a recorded message and interactive menu 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. The Contract Vendor shall electronically capture recorded messages and retain them for the length of the call, and may not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recorded or interactive messages.

CSD will comply with this requirement and directs your attention to the detailed answers below.

1. ***Leaving Messages***

CAs will leave messages on answering machines or other voice processing systems if the Minnesota Relay caller activates one while making a call. Procedures for leaving messages shall include the following steps:

a. The CA will inform the caller when an answering machine has been reached.

CAs will inform Minnesota Relay users when reaching an answering machine, voice mail, or interactive menu. To keep the TTY caller informed of the call progress, the CA will hit a "hot key" which will transmit:

(ANS MACH)

or

(RECORDING)

Hearing users will be informed orally of call status messages.

b. When the relay caller is a TTY or ASCII user the CA will try to retrieve the entire voice message and to convey the message in its entirety to the caller.

When reaching an answering machine or recorded message, the CA utilizes CSD and Sprint's recording technology, which has the capability of recording audio information from the outbound line on the first attempt using a 'hot-key'. The CA then plays back the recording at a pace that allows them to relay the entire message to the TTY caller. CAs are trained to type or relay the entire recording.

c. If the CA is not successful in retrieving and conveying the entire message, the CA will ask the caller if the CA should call again in an attempt to retrieve and convey the remainder of the message. When the relay caller is a voice caller the CA will relay the answering machine message in its entirety to the caller.

If the CA is not successful in retrieving and conveying the entire message, the CA will transmit a message asking if the CA should call again.

(RECORDING...RELAY EVERYTHING Q) GA

When the relay caller is a voice caller the CA will relay the answering machine message in its entirety to the caller.

d. The CA will ask the caller if he/she wishes to leave a message.

The CA will type the entire outgoing message verbatim including the option for the Minnesota user to leave a message, as included in the outgoing message, if applicable. The CA will ask or inform the Voice caller that they may leave a message, if applicable.

e. The CA will leave the caller's message in the format of the called messaging system, e.g., voice, TTY, or ASCII.

The CA will leave the user's message in the appropriate mode of communication. The CA will transmit the caller's message either orally or via text.

The CA will leave the user's message in the appropriate mode of communication. The CA will transmit the caller's message either orally or via text.

f. VCO users shall be permitted to leave their own voice messages.

VCO callers will continue to be able to leave messages using their own voice.

g. The CA will confirm to the caller that the message has been left.

The CA will confirm with the caller that their message has been left. Once the CA has left the message on the answering machine or voice mail, the CA will confirm orally or send a pre-programmed response to the Minnesota Relay caller stating:

"(UR MSG LEFT) CA XXXX

h. The caller will be charged for only one call (the first call) regardless of the number of calls required to retrieve and convey the answering machine message and/or to leave a message.

Callers to CSD Relay will be charged for the first call only. Subsequent redials to replay a message, leave a message or enter information into an interactive menu are not charged to the caller. CSD has developed a procedure using our Ultra WATS lines to ensure that with additional out-dials; the Relay caller does not incur toll charges. This process ensures that callers are not charged for the lengthier portion of the call, the portion requiring the CA to leave the message, interacts with the menu or re-types the message.

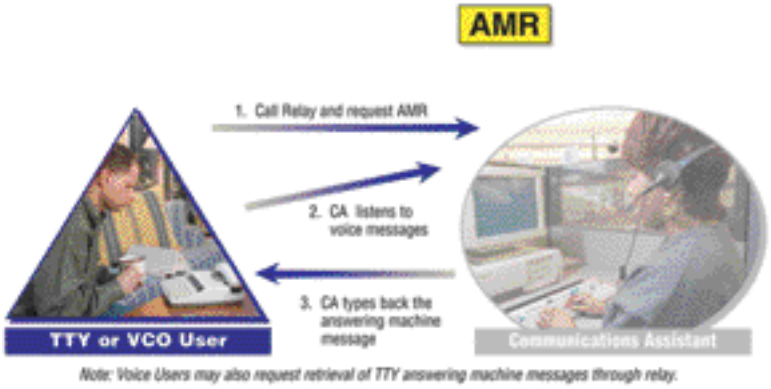
2. ***Retrieving Messages***

CAs shall retrieve voice and TTY messages from voice processing systems and answering machines and relay the messages to the caller in the caller's calling format (voice, TTY, ASCII, etc.) Unless instructed otherwise by the caller, the CA shall attempt to capture and record each message in its entirety and relay it to the caller. If more than one call to the answering machine or voice processing system is required to retrieve the entire message, the caller will only be charged for one call (the first call).

When a user requests to retrieve messages from their voice mail the CA will use the Recording Feature to relay the messages verbatim from the voice mail system using instructions provided by the caller. The CA will abide by the user's instructions to access the Voice Mail system to save or delete their messages.

Caller will be charged for the first call only. Subsequent redials to replay a message, leave a message or enter information into an interactive menu are not charged to the caller. CSD has developed a procedure using our Ultra WATS lines to ensure that with additional out-dials; the Relay caller does not incur toll charges.

When a user requests to retrieve messages from an answering machine at their same location, the CA will instruct the user when to take the handset off the hook, to set it next to the answering machine and push "play" to begin playing back the messages. The CA utilizes CSD and Sprint's recording technology, which has the capability of recording audio information. The CA will record all messages. Once the customer places the phone back on the TTY, the CA will then type all messages verbatim. All recorded messages will be automatically deleted from the CA's terminal once the Relay call is completed.



AA. Disconnecting an Inbound Caller

If a caller puts the CA on hold or is otherwise inactive, the CA shall wait for at least three (3) minutes before disconnecting the caller. The CA shall not disconnect the caller during periods of inactivity during a relay call (for example the called party may have put the caller on hold) without the caller's permission. In all instances of CA initiated caller disconnect, the CA shall inform the caller (or leave a message) that they are disconnecting the call (hanging up) prior to doing so, and shall pause for a possible response before proceeding.

CAs will wait for at least three minutes if a caller requests the CA to hold prior to dialing the call. If the customer does not return within three minutes, the CA will alert a supervisor and make an attempt to reach the customer by saying/ typing, "Do you wish to make a call?" This phrase is repeated twice. If there is no response, the Supervisor will instruct the agent to release the caller. If a call is in progress with an inbound and outbound customer, the CA will wait indefinitely, if requested to hold.

If a call is in progress with an inbound and outbound customer, the CA will wait indefinitely, if requested to hold. The CA will not disconnect without caller's permission. The CA shall not disconnect the caller during periods of inactivity during a relay call (for example the caller may have been put on hold by the called party)

When a Called Party has terminated the call with an 'SKSK' or disconnects, the CA will remain on line to inform the calling party of the call status. The CA receives a system-generated signal on their screen when the calling or called party initiates the disconnect. The CA will inform the party remaining online of the call status. CAs send a pre-programmed macro to the inbound TTY user stating

(PERSON HUNG UP) XXXXM/F GA OR SK

If the calling party does not respond or remains inactive after the called party has disconnected the CA shall inform the caller (or leave a message) that they are disconnecting the call (hanging up) prior to doing so, and shall pause for a possible response before proceeding.

CAs who receive a call from a user using obscenity directed at them will try to re-direct the caller. The CA will ask the caller if they wish to place a call. This is repeated twice. If the caller continues to be offensive, the CA will notify the caller that they are requesting a Supervisor's assistance. The Supervisor will again ask the caller if they wish to place a call. This is repeated twice. If the caller continues to use obscenity, the Supervisor will inform the caller that if they do not wish to place a call, the line will be released.

BB. Split Screen for ASCII Calls

If an ASCII caller requests split screen service, the CA shall cause both the ASCII caller's text and the CA's typed text to appear on the CA's screen at the same time, enabling the ASCII caller to interrupt the CA by typing text, which the CA shall be able to view while the CA is relaying to the other party. If the ASCII caller does not request split screen service, it shall be the Contract Vendor's option whether or not to invoke split screen functionality.

This feature allows High Speed ASCII computer users and CAs to type and communicate clearly and rapidly, seeing both sides of the conversation displayed at the same time on their monitor. Similar to voice-to-voice conversation, it provides interrupt capability for the ASCII user and the voice party.

CC. Call Interrupt

When a relayed conversation is interrupted by one party, and that interruption is received by the CA, the CA shall respond by relaying the conversation provided by the interrupting party, provided that relay modalities of the parties are compatible with interrupted conversation (e.g., a TTY user with Turbo Code, by a voice user, etc.)

When one party interrupts the other during the Relay transmission, the CA will type or voice the interruption verbatim.

If the CA is reading the Turbocode message and the Voice customer interrupts, the CA will say "One moment the CA (Agent/Operator) will interrupt." An Interrupt request will be sent to the Turbocode customer and the CA will then type the Voice person's message. The Turbocode user will see a flashing interrupt signal on the TTY. This alerts the Turbocode user the voice person has started to talk and the CA will be typing text. If the

Turbocode customer does not allow the interrupt and continues typing, the CA will inform the voice customer by saying, "One moment your caller has continued typing." If the agent is typing the Turbocode customer may choose to activate the interrupt feature on their TTY. A message will display on the CA screen and the Turbocode customer will begin to type. The CA will inform the voice customer of the interrupt by saying:

"One moment your caller has begun typing"

and then read the customer's text.

6.4 Speech-to-Speech (STS)

A. STS Called Numbers

The Contract Vendor must offer STS users the option to maintain, via registration of customer preference information, a list of names and telephone numbers that the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

CSD offers STS users the option of maintaining a list of names and telephone numbers frequently called. The CA will repeat the name and state the telephone number to the STS user. This information will be transferred to any new STS provider.

B. Additional Qualifications for STS CAs

The following minimum qualifications are for STS CAs only, and are in addition to those in Section 6.2(A), above. In responding to these requirements, except for item 3 below, responders shall also describe: 1.) how applicants and/or trainees will be tested on these qualifications prior to handling live Minnesota Relay STS calls, 2.) how often during employment STS CAs will be re-tested.

CSD employees go through annual reviews of their skills. When performance evaluations of the past 12 months are reviwed and may show that the quality of service may be suffering, the agents are re-test to ensure they meet CSD standards.

1. Hearing Acuity

Each STS CA's hearing must be tested to assure that they are competent to understand people with a variety of speech disabilities. Each STS CA shall score 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS CA shall measure hearing acuity of 20dB or less in each ear using a pure tone sensitivity test at 250 Hz, 500 Hz, 1000 Hz, 2000 Hz and 4000 Hz. An

audiologist using calibrated equipment shall administer the speech recognition test and pure tone test. The audiologist shall be a State licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A.)

Each STS CA's hearing must be tested to assure they are competent to understand people with a variety of speech disabilities. Each STS CA shall score 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS CA shall measure hearing acuity of 20dB or less in each ear using a pure tone sensitivity test at 250 Hz, 500 Hz, 1000 Hz, 2000 Hz and 4000 Hz. An audiologist using calibrated equipment shall administer the speech recognition test and pure tone test. The audiologist shall be a state licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate in Clinical Competence in Audiology (CCC-A).

2. Understanding of Speech Patterns

STS CAs shall be screened to assure their ability to understand the irregular speech patterns of people with speech disabilities. Responders shall define acceptable STS CA speech comprehension levels and ensure that all STS CAs meet that criterion.

Only those CAs whose hearing acuity in each ear measures 20dB or less and whose speech recognition score is 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test will be permitted to work as STS CAs, and then only after they have successfully completed the specialized STS CA training and demonstrated their competence. TRS CAs whose hearing do not meet the required standards or who do not successfully complete the STS CA training will not be utilized as STS CAs.

3. Removal of STS CAs

The floor supervisor will identify STS CAs and remove them from STS duties if:

a. their hearing or concentration has become impaired because of a cold or other (temporary or permanent) medical condition.

b. they are no longer extremely patient with customers' speech and respectful of them.

STS CAs who through observation and monitoring show they cannot process STS calls due to medical or lack of patience will be immediately removed from the STS gate. If the condition is temporary re-assignment will be considered.

4. English Fluency

STS CAs assigned to relay in English must be fluent in U.S. English, and able to speak English without a distorted non-U.S. English accent. STS English CAs must be tested for hearing acuity, speech comprehension, and English language skills including vocabulary, grammar and syntax.

CA Applicants' communication skills, including grammar, are evaluated by Human Resources professionals and CA Supervisors during the applicant screening process. Only those applicants with strong grammatical and communication skills will be considered for employment.

CAs are required to demonstrate college-level fluency in English and grammar and must speak without a distorted non-U.S. English accent. CAs are tested for English language skills including vocabulary, grammar and syntax.

5. Spanish Fluency

STS CAs assigned to relay in Spanish must be fluent in Spanish, and able to speak Spanish without a distorted non-Spanish accent.

CAs who are hired to provide Spanish STS services are required to pass an evaluation of their ability to read, write, speak and understand Spanish. Berlitz, an independent vendor that specializes in the assessment of language skills, conducts this evaluation.

Berlitz is an independent vendor that specializes in the assessment of language skills and conducts Spanish language evaluations for CSD Relay Service. Please see Attachment I for a copy of the Spanish Speaking Listening Proficiency Test in Spanish and the Berlitz Language Proficiency Benchmark-Level Descriptions.

Spanish language STS CA's are evaluated monthly on their abilities to accurately translate typed text of Relay users who have limited written Spanish language skills. As part of ongoing monthly evaluation, Spanish language STS CA's are evaluated on their ability to translate Spanish gloss and appropriate undistorted accent. Fully trained STS CA s will automatically translate limited typed Spanish to conversational Spanish.

STS Spanish CAs must be tested for hearing acuity, speech comprehension, and Spanish language skills including vocabulary, grammar and syntax.

As outlined in Section 6.4 #1 Hearing Acuity, the same test will be given to all STS CAs. Each STS Spanish CA's hearing must be tested to assure they are competent to understand people with a variety of speech disabilities. Each STS Spanish CA shall score 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS Spanish CA shall measure hearing acuity of 20dB or less in each ear using a pure tone sensitivity test at 250 Hz, 500 Hz, 1000 Hz, 2000 Hz and 4000 Hz. An audiologist using calibrated equipment shall administer the speech recognition test and pure tone test. The audiologist shall be a state licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate in Clinical Competence in Audiology (CCC-A).

C. STS CA Training

The following minimum training requirements are for STS CAs only, and are in addition to those in Section 6.2(B), above.

1. STS Users

Adequate training on STS service and speech disabled users must be provided to all personnel who will be interacting with speech disabled users and/or CAs who complete STS calls, including counseling personnel, customer service representatives, and user assistance and complaint resolution personnel. Training shall also be provided on identifying and dealing with suspected fraudulent use of STS services.

CSD STS CAs goes through a rigorous training that has a formal outline and training program for STS. This program has a workbook that includes the areas of basic call processing, Customer Service procedures, emergency call procedures, the importance of customer notes, and the use of frequently dialed numbers. There is also a section that is focused on the cultural aspect of STS customers and how their service may differ from that of a standard TRS consumer. The training also includes a videotape by Dr. Bob Segalman (founder of STS) that describes the background of and the need for STS services in today's world.
The workbook also goes into detail on the various speech disabilities that a user may have and the characteristics of those disabilities. This type of education allows our STS CAs to better understand our consumers and to also easily recognize the fraudulent use of the STS services.

Our STS training would not be complete without the inclusion of some role plays and audio tapes that allow our STS agents to practice their listening skills and to become accustomed the various types of calls. These tapes role play good and bad scenarios on customer interaction so that our CAs have every aspect of good customer service

covered and understand the best way to deliver STS to our customers. CSD and their CAs have been recognized as the best by Dr. Bob Segalman as indicated in his letter of support in our RFP.

The training is then enhanced by taking the knowledge from the classroom and placing the trainees side by side with STS CAs taking live calls, These CAs observe the best practices of our seasoned STS agents before they are tested and allowed to graduate from their STS training.

In addition, responders shall describe: 1.) how STS training in this area will be provided to staff before handling live Minnesota Relay STS calls, and 2.) how often during employment they will be retrained.

Please refer to section 6.4 C #4 for details concerning the STS training. ALL STS personnel are required to complete this training before they are in place to handle STS calls.

CSD employees go through annual reviews of their skills. When performance evaluations of the past 12 months are reviwed and may show that the quality of service may be suffering, the agents are re-test to ensure they meet CSD standards.

2. Transfer of STS Calls

Calls will only be transferred to supervisors who thoroughly understand and respect the STS protocols, requirements, and philosophy.

STS calls will only be transferred to supervisors who have a thorough understanding and respect for the STS protocols, requirements and philosophy. Supervisors receive refresher training and will be retrained in STS issues as is necessary.

3. Specialized STS Staff

The Contract Vendor is encouraged to develop a small bank of CAs for STS service. This bank must be large enough to handle the traffic, but small enough so that CAs become accustomed to most of the users' speech patterns.

CSD has developed a group of specially trained CAs to function as translators for users with speech disabilities who have trouble being understood on the telephone. The CA repeats the words of the speech-disabled caller to the called party as necessary.

By separating STS calls into a specialized gate, STS CAs gain valuable exposure and experience in recognizing and translating a wide array of speech patterns.

CSD has developed a group of specially trained CAs to function as translators for users with speech disabilities who have trouble being understood on the telephone. The CA repeats the words of the speech-disabled caller to the called party as necessary.
By separating STS calls into a specialized gate, STS CAs gain valuable exposure and experience in recognizing and translating a wide array of speech patterns.

4. Specialized STS Training

Training of STS CAs must include at least eight (8) hours of training specific to STS service, two (2) hours of which is training specific to voicing for voice synthesizer users. Training must include experiencing a variety of speech disabilities, possibly partly through video.

As part of her or his training, every STS CA must have a minimum of eight (8) hours of a combination of training by a live speech disabilities professional and consumer expert. STS CA training must include introduction to a variety of technologies used by consumers to communicate, including voice synthesizers. Training must include introduction to many speech disabilities. Up to one-quarter of STS training may be provided by videotape.

In addition, responders shall describe: 1.) how STS training in this area will be provided to staff before handling live Minnesota Relay STS calls, and 2.) how often during employment they will be retrained.

CSD STS CAs goes through a rigorous training that has a formal outline and training program for STS. This program has a workbook that includes the areas of basic call processing, Customer Service procedures, emergency call procedures, the importance of customer notes, and the use of frequently dialed numbers. There is also a section that is focused on the cultural aspect of STS customers and how their service may differ from that of a standard TRS consumer. The training also includes a videotape by Dr, Bob Segalman that describes the background of and the need for STS services in today's world.

The workbook also goes into detail on the various speech disabilities that a user may have and the characteristics of those disabilities. This type of education allows our STS CAs to better understand our consumers and to also easily recognize the

fraudulent use of the STS services.

Our STS training would not be complete without the inclusion of some role plays and audio tapes that allow our STS agents to practice their listening skills and to become accustomed the various types of calls. These tapes role play good and bad scenarios on customer interaction so that our CAs have every aspect of good customer service covered and understand the best way to deliver STS to our customers. CSD and their CAs have been recognized as the best by Dr. Bob Segalman as indicated in his letter of support in our RFP.

The training is then enhanced by taking the knowledge from the classroom and placing the trainees side by side with STS CAs taking live calls, These CAs observe the best practices of our seasoned STS agents before they are tested and allowed to graduate from their STS training.
The STS training outline is below:

STS Training Outline
☐ Training Agenda
☐ CSD Values and Goals
☐ Scheduling
☐ Work Performance Components • Call set up • Confidentiality • Transparency
☐ Participation • CA Training • Taking over calls • CA work performance • Make busy to not take calls is unacceptable • Call Focus • Teamwork – support peers
☐ Confidentiality and Transparency Acceptable to: • Discuss call speech patterns • Discuss techniques customer uses

- Have two CAs on one call, if necessary or customer requests.

Unacceptable to:

- Have conversation regarding information discussed on calls
- Discuss customers in general

Module 7- Speech-to-Speech Training	
Objectives	After completing Module 7 on Speech-to-Speech, the CA will be able to: • Talk with understanding about the Speech-to-Speech product. • Develop resources available to facilitate high performance. • Process all call types available. • Probe for information provided by the customer, using appropriate phrases.
Benefits	• The Speech-to-Speech module will provide: • The CA with information about understanding Speech-to-Speech users and their various communications needs. • Through lectures, videos and observations the CA will get a first hand opportunity to understand the role of a Speech-to-Speech CA in greeting and dealing with Speech-to-Speech customers.
Overview	• Upon completion of the Speech-to-Speech module, new CAs will have a basic understanding of processing Speech-to-Speech calls and meeting the needs of a wide variety of disabled Relay users.

CSD employees go through annual reviews of their skills. Performance evaluations of the past 12 months are reviewed. If the review shows may show that the quality of service may be deteriorating at all, the agents are re-test to ensure they meet and exceed CSD standards.

D. Procedures for Relaying STS Calls

The following requirements for relaying Speech-to-Speech calls are in addition to the requirements of Section 6.3. If conflicts exist between these two sections, the requirements of this section shall prevail for relaying STS calls. In responding to the following procedural requirements, except for items 13 and 14 below, responders shall also describe how their CAs' use of the following procedures will be ensured on an ongoing basis after the CA begins relaying STS calls.

CSD understands that the following requirement for relaying STS calls are in addition to requirements set forth in Section 6.3 CSD further understands that if conflict between the two sections exist, the requirements of this section shall prevail for relaying STS calls.

1. Never Guess

STS CAs shall never guess what the speech disabled caller says, but will request clarification.

STS CAs will ask for clarification if they are not sure of what the STS user is saying.

2. Verification of Busy Number

If a line is busy, then the STS CA will immediately repeat aloud the number dialed to verify that the STS CA understood the number correctly.

The CA repeats aloud the number dialed to verify it is the correct number when a line is busy.

3. Dictate Message

Users may dictate a message to be left on an answering machine in the STS CA's voice.

STS CAs will allow the STS user to dictate the message they wish to be left on an answering machine prior to the STS CA outdial.

4. Additional Calls

After each call, STS CAs will offer to make another call.

At the conclusion of each call, STS CAs will ask the caller if they would like to place another call. If so, the STS CA will take the information. If not, the STS CA will thank the person for using the STS service.

5. Request Clarification

While STS CAs may not counsel, advise, or interject personal opinions into a conversation, they may ask questions to clarify what was said particularly if the meaning or context is unclear. "Apple" differs from "ample", "articulate" differs from "article," "pants" differs from "Lance."

STS CAs will not counsel, advise or interject personal opinions. When unsure of the meaning or context, the STS CAs will ask the speech disabled caller to repeat or clarify. STS CAs are trained on the appropriate methods to do this without sacrificing user's control of the call.

6. Interaction with Users

STS CAs may interact with users having a problem using the service and to reassure new users. STS CAs may reassure users that the user was understood. STS CAs also may interact with users to help the user use the service more effectively. This is particularly necessary in helping developmentally delayed users with short-term memory loss.

For example, STS CAs may correct a telephone number that the user receives from one caller and then repeats in error to the STS CA in requesting another call. CAs must never attempt to assist users in ways that could interfere with the user's independence. The above directions may appear self-contradictory, but are not in light of the wide variance in intellectual capacity within this user group. An opportunity for a CA to facilitate communication takes priority over transparency. However, the STS CA must not facilitate if there is a great risk of diminishing communication.

STS CAs are allowed to interact with users having a problem using the service. STS CAs are allowed to interact with the user when it is apparent the user is new to the product and is in need of guidance. STS CAs may correct a telephone number that the user receives from one caller and is repeated to the CA for the purpose of placing another call. STS CAs however do understand they are not to take away the users

independence or direct the call in any way. The STS CA will facilitate when necessary only for the purpose of assisting in the processing of the call. However, STS CAs will not facilitate if there is a risk of removing the users' independence in placing a call.

7. Leaving Messages

STS CAs will leave messages on answering machines or other voice processing systems if the caller activates one while making a call as described in above in Section 6.3(Z). In addition, STS callers shall be allowed to recite a prepared message to an answering machine. The STS caller may dictate the message to the STS CA before making the call. If the called number is busy, then the STS CA shall retain the dictated message in the STS user's customer preference record at the user's request. The message shall be retained for a minimum of one hour, during which time the user may call back and attempt to reach the answering machine and leave the message.

Given the limited telephone experience and delayed social development of some users, STS CAs may prompt users leaving messages on answering machines who forget to leave their name and/or telephone number.

STS CAs will leave messages on answering machines or other voice processing systems if the caller activates one while making a call. STS CAs will allow the STS user to dictate a message to be left on answering machines in the STS CAs voice.

In addition, STS callers shall be allowed to recite a prepared message to an answering machine. The STS caller may dictate the message to the STS CA before making the call.

If a user requests to leave a message on the answering machine in their own voice, the operator will dial and facilitate the connection to called number as needed. The CA makes the Relay Service announcement at the end of the message. There is no time limit set for a user to leave a message and a CA will redial as many times as it takes to leave the entire message.

If the called number is busy the CA repeats aloud the number dialed to verify it is the correct number when a line is busy. STS CAs are trained to offer to make an additional call upon completion of the previous call.

First Proposal Clarifications/Corrections *40. Page 338 [Section 6.4 (D)(7)]. RFP requirement includes "If the called number is busy, then the STS CA shall retain the dictated message in the*

STS user's customer preference record at the user's request. The message shall be retained for a minimum of one hour, during which time the user may call back and attempt to reach the answering machine and leave the message."

CSD did not respond to this requirement in their proposal. CSD shall clarify if they will comply with the above requirement.

CSD's Response: CSD will add this as an exception in the exception listing that is attached. CSD does not provide retention of the STS message as a part of our current offerings.

EXCEPTION: Procedures of Relaying STS Calls; Leaving Messages

RFP requirements include "If the called number is busy, then the STS CA shall retain the dictated message in the STS user's customer preference record at the user's request. The message shall be retained for a minimum of one hour, during which time the user may call back and attempt to reach the answering machine and leave the message."

CSD's Response: CSD does not provide retention of the STS message as part of our current offerings.

The State accepts CSD's exception.

8. Respect

CAs will avoid informality interpretable by users as patronizing. Adult users must always be treated as mature adults regardless of their behavior.

STS CAs always treats users with respect and never act in a patronizing fashion.

9. Caller Names

Callers shall not be required to give their names or the name of the party they are calling.

If names are given, this information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). CAs shall not ask for names even though it is understood that for some calls, having the full name would help facilitate the call. The CA shall not, however, refuse to make a call if the caller does not wish to give names.

STS users are not required to give their names or the names of the parties they are calling, unless required for billing purposes.

This information is never recorded in any form without the permission and knowledge of the Relay user. When the caller chooses to provide such information, it will not be reported or kept on file, except with the permission of the caller for purposes of complaints, commendations or for toll- billing.

When the STS caller provides the CA with their name and/or the name of a specific person, department or extension, the CA will specify the names when announcing Relay.

Before dialing, the STS CA will ask, "Shall I tell the party who is calling?"

STS CAs are trained to ask STS users before outdialing:

"Shall I tell the party who is calling?"

10. Change of STS CAs

The Contract Vendor is encouraged to use the same CA throughout each STS call. CA change is very disruptive to speech disabled users. It prompts fear that the new CA may not understand them as well as the first CA did. Unless requested by a user before or during a conversation or unless the CA becomes physically incapacitated, a change of STS CAs shall not be made before 15 minutes have elapsed since the beginning of the relay conversation. If a change is necessary, both parties shall be informed and the new CA shall inform both parties of the CAs identification number. The caller shall always have the right to request a change in STS CAs and the Contract Vendor shall accommodate the request if another STS CA is available.

CSD only changes CAs during the Relay conversation when it is absolutely necessary. Whenever possible, CAs will stay on a call to ensure the natural flow of the conversation while keeping both parties informed, as seen below:

"(CA XXXX F/M CONTINUING UR CALL)"

The CA voices the following to the non-TTY user:

"THIS IS CA XXXX CONTINUING YOUR CALL."

In cases where a change in CAs is unavoidable, CSD and Sprint follows the practice of keeping STS CAs on the line for a minimum of 15-minutes for Speech-to-Speech

calls. Whenever possible, the user's preference to utilize the same CA during the entire conversation will be honored.

11. Announcement of Voicing

At the start of the call, the STS CA will announce that he or she will voice for the speech disabled person throughout the call, unless both parties ask the STS CA to stop.

STS CAs will announce that they will be voicing for the caller unless requested to do otherwise.

12. Voicing at the User's Option

Some people with speech disabilities can be clearly understood if allowed to speak uninterrupted; they do not need CAs to voice for them, they just need the other party not to interrupt them. Such customers may request the STS CA to only repeat what they say when the speech-able customer misses a word.

CAs will honor the STS user's request to voiceover only as needed.

13. Quiet STS CA Environment

The STS CAs' work environment should be quiet and the partitions between the CAs' cubicles should be sound proof enough so that STS CAs can concentrate intensely on hearing the caller's speech.

STS CAs are situated away from the general CA workforce to ensure a quiet environment. STS CA workstations are bordered by high sound absorption acoustic tiles and CAs wear special noise-reducing headsets. Cubicles are arranged to ensure the quietest possible environment.

14. Retention of Information

STS CAs must be able to retain information from one inbound call for use in a subsequent outbound call, and such information shall only be retained for the duration of the inbound call. The method of retention shall be up to the Contract Vendor.

CAs will retain information from one call to the other for use in subsequent calls.

15. Dual Voicing

The Contract Vendor will provide STS voicing for people with speech disabilities

calling each other, for both parties.

CSD CAs will provide STS voicing for both parties with speech-disabilities.

6.5 Confidentiality

Responders shall describe how they will adhere to the following confidentiality requirements.

Throughout initial and ongoing training, CAs receives information and guidelines on ethics and confidentiality with regard to CSD. All relay center personnel are required to sign and abide by a pledge of confidentiality that promises not to disclose the identity of any caller or any information learned during the course of relaying calls. In conjunction with signing CSD's confidentiality agreement, CAs review and discuss the agreement with supervisors. In addition, CAs are required to sign a "Relay Center Confidentiality Agreement" which outlines confidentiality rules expected to be adhered to by all employees in the relay center. Please refer to Attachment L for review of this agreement.

As a part of training, CAs role play various scenarios that teach them the correct way to ask for assistance from their supervisor without divulging specifics of the call. Examples of breaches of confidentiality are reviewed and discussed with the CAs.

CSD trainers do not utilize any type of identifying information or specific details when discussing call-processing procedures. No written or taped information regarding a relay call is kept after the call is released from the CA position. The from and to numbers are removed from the CA terminal immediately after the call has been terminated; at this point, the billing information is transferred to the billing files. If a customer registers a concern regarding operating practices and wishes to reveal his/her name, it is only used to follow up with the customer and explain the resolution CSD has taken in regard to the concern.

In addition, CSD strictly enforces confidentiality policies including the following:

Communication Assistant (CA)

- Prospective CAs are screened during the interview process on issues regarding ethics and confidentiality.
- During initial training, CAs are presented with examples of possible questionable types of breaches of confidentiality.
- Stress can be a factor in maintaining confidentiality. CAs receive three hours of

training on healthy detachment.

- After graduation from initial training, each CA must sign a Pledge of Confidentiality Agreement form.
- When CAs require counseling due to a stressful call, they will not discuss specifics about the call. Sprint has consulted with a medical agency to provide a confidential employee assistance program.
- Breach of confidentiality may result in termination of employment.

Building

- CA center has security key access.
- Visitors are not allowed in the CA work area.
- CA terminals screens are not visible from windows.

A. Total Confidentiality

All calls made through Minnesota Relay shall be totally confidential, with no written or electronic script kept beyond the duration of the inbound call except as specified in Sections 6.3(Z) and 6.4(D)(7). Except as provided in Sections 6.5(E) and 6.8 CAs and supervisory personnel shall not reveal information about any call, except for any minimum information that may be necessary for billing purposes.

All CSD relay employees are trained from day one that all calls coming through the Minnesota Relay will be considered strictly confidential. No written or electronic scripts kept beyond the duration of the inbound call except as specified in Sections 6.3(Z) and 6.4(D)(7). Except as provided in Sections 6.5(E) and 6.8 will be allowed. ALL employees of CSD relay including CAs, Supervisory or support personnel shall not reveal information about any call, except for any minimum information that may be necessary for billing purposes. Employees of CSD Relay know that any breach in confidentiality is grounds for termination.

B. Workspace Accommodations for Call Privacy & Confidentiality

The Contract Vendor shall ensure that the equipment and structural accommodations made to the CA workspace will ensure the total confidentiality of relay user's calls, and prevent the relay users on one call from overhearing a CA processing another call. Such incidents will be considered a breach of confidentiality on the part of the Contract Vendor.

CSD has built a secure facility in Moorhead, Minnesota. Access to the center is restricted and security key access controlled. Visitors are not allowed in the CA work area, CA

terminals screens are not visible from windows. Each workstation is separated by a cube divider tall enough so that CAs cannot over hear another CA processing calls. CSD understands that such incidents will be considered a breach of confidentiality on the part of the contract vendor. Any employees that violate CSD's policy will be terminated.

C. Pledge of Confidentiality

The Contract Vendor shall ensure that all staff who relay Minnesota Relay user conversations or have access to Minnesota Relay user data, e.g., CAs, supervisors, customer service staff, etc., shall be required to sign a pledge of confidentiality agreement promising not to disclose the identity of any callers or fellow relay CAs, or any information learned during the course of handling or relaying calls, handling complaints, or accessing customer data (customer preference data, billing information), either during the period of employment or after termination of employment.

Responders shall submit a copy of their Pledge of Confidentiality Agreement with their proposal.

CAs and ALL employees of the Minnesota Relay center are required to sign a "Relay Center Confidentiality Agreement" which outlines confidentiality rules expected to be adhered to by all. Please refer to Attachment L for review of this agreement.

D. Discussion of Calls

CAs shall not discuss among themselves or with their supervisors any names or specifics of any relay call, except in instances of resolving a complaint. CAs may discuss the general situation they need assistance with in order to clarify how to process a particular type of relay call. CAs shall be trained to ask questions about procedures without revealing specific information that will identify the parties on the call.

CAs are instructed and trained in training periods that discussions among themselves, their supervisors of any specific information of any relay call is not permitted. The only exception is when callers are willing to identify themselves in order to resolve a complaint. CAs know that they can discuss the "general" situation when they need assistance in order to clarify how to process a particular type of relay call. CSD relay personnel including CAs are trained to ask questions about procedures without revealing specific information that will identify the parties on the call. Breach of the above is grounds for termination.

E. Emergencies

If a Minnesota Relay user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or the relay center, names and

specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.

CAs are trained to report to their supervisor or management if any Minnesota Relay user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or the relay center. Names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation. CSD and other relay providers have stressed continuously to the general public that relay services are NOT to be used in case of emergency and when it occurs, the CA will alert the supervisor for assistance.

F. Monitoring of Calls

Watching or listening to actual calls by anyone other than the relay CA is prohibited, except for training or monitoring purposes or other purposes specifically authorized by the FCC or State, or by this RFP and Contract. Watching or listening of relay calls by others for training or monitoring purposes shall not be allowed as a general practice for all calls, but shall be restricted to discrete calls for temporary purposes. Therefore, announcements to callers that say, for example, "Your call may be monitored for training purposes", shall not be deployed de facto to all calls. Recording of calls is prohibited except as allowed in this RFP for STS calls and for handling voice mail and/or interactive type messages. Except as provided for in Section 6.4(D)(7), all recordings of calls shall be immediately deleted at the completion of the call.

CSD relay personnel are trained and are aware that watching or listening to actual calls by anyone other than the relay CA is prohibited. Only exceptions are training or monitoring purposes or other purposes specifically authorized by the FCC or State, or by this RFP and Contract. Employees are aware that in doing so shall be limited to discrete calls for temporary purposes.

CSD relay personnel will NOT announce to caller that "your call may be monitored for training purposes." Recording of calls is not allowed in all CSD Relay centers except as allowed in this RFP for STS calls and for handling voice mail and/or interactive type messages. Except as provided for in Section 6.4(D)(7), all recordings of calls will be immediately deleted at the end of the call.

G. Confidentiality Policy

Providers must develop a written Confidentiality Policy, covering the above points at a minimum. A copy of the Confidentiality Policy shall be provided to consumers upon request.

As explained in "C" above, CAs and ALL employees of the Minnesota Relay center are required to sign a "Relay Center Confidentiality Agreement" which outlines confidentiality rules expected to be adhered to by all. Please refer to Attachment L for review of this agreement. This agreement will be provided to consumers upon request.

H. Termination for Violation of Confidentiality

Relay personnel who, after investigation, are found to have violated the confidentiality rules and regulations shall be terminated immediately.

CSD Relay Center Confidentiality Agreement number 12 states: "I acknowledge that I have read and understand the "CSD Confidentiality Agreement." I agree to comply with all of the provisions of this agreement and understand that failure to do so will lead to corrective action, which may include discharge from employment." All CSD relay center personnel are required to sign and date this agreement. CSD invites you to review this agreement in Attachment L.

I. Restriction of Information

The Contract Vendor shall be restricted to collecting and using only that personal information necessary for billing purposes or customer preference records. This information shall not be used for any other purposes.

CSD understands that collecting and using personal information from callers will be used ONLY for billing purposes, customer preference records or to file complaints. This information will not be used for any other purpose.

6.6 CA Counseling

Providers are required to establish counseling and support programs that will help CAs deal with the emotional aspects of relaying calls. Because CAs are not allowed to talk about their calls with other CAs, friends, or family, CAs need to have access to someone they can talk to and trust.

CAs must be afforded access to either internal or external counseling and support services in a completely confidential manner. Professional counselors must be licensed and knowledgeable about the relay work environment, including the confidentiality constraints of CAs. Responders shall briefly describe their CA counseling and support programs, the degree of access that CAs have to those programs, and how they will ensure that the counselors have training or are knowledgeable in the field of communications impairments. CAs must not give the names of the callers involved to the support person. The counseling support system must follow the confidentiality provisions

in Section 6.5.

CSD contracts with an outside Employee Assistance Program (EAP) provider to provide a wide array of independent and confidential support services for our employees. The Village Employee Assistance Program, located 3 miles from the Moorhead facility, provides services that helps assure emotional health and well being of our employees. CSD employees may contact the Village talk with an intake specialist who will then refer the employee to the appropriate counseling service that meets their specific needs. The Village counselors are required at least a Master's degree and have intensive training in the area of counseling. Team Leaders at the relay center have been trained on how to effectively refer an employee to the Village EAP when a situation comes up that requires professional counseling. The Village EAP is open 24 hours a day and 7 days per week and the employees can access the services via an 800 number (both voice and TTY).

Among the services provided through the Village are workplace counseling, relationship counseling, drug and alcohol counseling, emotional health counseling, financial counseling, legal consultation and educational workshops. The Village has provided services to CSD employees since 1998 and the people employed at the Village are well versed with the nature of the Communication Assistant job and the other positions within CSD and are in a position to provide support to CSD employees. As part of their agreement with CSD, CSD provides deaf culture training to the EAP employees and the Village must provide access to all services to all employees.

The Village is aware of the utmost confidential nature of the job and Communication Assistants are trained not to release any information about any of the calls that they relay during any conversations, including those in counseling assignments. This system follows all of the confidentiality provisions outlined throughout the RFP and especially Section 6.5.

6.7 Customer Contacts and Complaint Resolution

Responders shall, at a minimum, ensure the following:

A. Establish Procedures

The Contract Vendor must establish procedures for receiving and responding to complaints, commendations, inquiries and comments regarding Minnesota Relay services and personnel. The procedures must comply with 47 C.F.R. § 64.604(c)(1), (2), and (6). These procedures shall be explained in appropriate Minnesota Relay outreach or informational material.

CSD/CRO/Sprint personnel have established and tested procedures for responding to complaints, commendations, inquires and comments regarding Minnesota Relay.

As mandated in 47 C.F.R. § 64.604(c)(1), (2), and (6): "(c) Functional Standards—Consumer Complaint logs (i)" CRO does maintain a log of consumer complaints about TRS in the state, regardless if they were filed with CSD or the State, and the CRO retains the log permanently. The log does contain the date the complaint was filed, the nature of the complaint, the date of the complaint resolution, and an explanation of the resolution. (ii): Beginning July 1, 2002, CSD began to provide the State and the FCC with summary logs that indicated the number of complaints received for the 12- month period ending May 31st by July 1st. (2)(i) (ii) (iii): The name, address of the office that receives the complaints, grievances, inquiries, and suggestions with the Voice and TTY numbers, fax number, email address and web address, along with the physical address correspondences are sent to have been provided to the Commission in 2000.

"(6) Complaints": CRO staff has worked with the State of Minnesota in the past when the commission forwarded a formal or informal alleged violation. All resolutions were provided well before the 180 day time frame. CRO staff has and will continue to work closely with the State to ensure that the state remains certified via the FCC.

B. Description of the Complaint Process

Responders shall describe their complaint receiving, responding, tracking and resolution procedures for Minnesota Relay.

CSD staff receiving the complaint is usually confronted with the issue immediately. Our professional, polite, experienced staff responds in a courteous non-interruptive manner ensuring the consumer is allowed to "vent" if necessary. Questions are asked at appropriate times to obtain further information if needed. If the CSD staff documenting the issue is not the CRO Sr. Manager (person designated to conduct all Minnesota follow up), the issue is entered into an electronic format system available via the internet named "Customer Service Live" (CS Live). After obtaining the consumers name and contact information, all information is entered into the system, the consumer is updated that a person will follow up shortly (unless they request not to be contacted, if that is the case, documentation is still created, but follow up is not conducted). CS Live automatically routes (via software programming) all issues to CRO Sr. Manager who reads the incident, and calls the consumer to conduct follow up. If the CRO staff is the one who is contacted initially, the information is still

entered into the CS Live system for monthly and annual report tracking requirements. If CRO staff needs assistance, a plan is created with the consumer that CRO staff executes. In turn, the consumer is updated, the issue is resolved, and CRO staff updates the CS Live tracking number and closes out the issue. It is saved in the system and reported to the State as mentioned above monthly and annually (FCC Complaint Log summary and Annual Report).

Some consumers end up scheduling a one-on-one training session, some schedule presentations for their coworkers, some request brochures mailed to them.

It is the goal of CSD/CRO staff to ensure a fast and accurate response to the consumer that is acceptable for them.

C. Compliance with FCC Regulations

The Contract Vendor shall be in compliance with the FCC's complaint reporting and resolution process as described in 47 C.F.R § 64.604(c)(1), (2), and (6) and as may be further amended by the FCC. Compliance shall include keeping a complaint log as described therein and reporting to both the FCC and the State.

CSD is and shall be in compliance with the FCC's complaint reporting as mentioned in CSD's response to 6.7 A; our resolution process and our compliance does include keeping a complaint log that is submitted to the FCC and the State and we shall be in complaint as the FCC amends their law.

D. Access to Supervisors or Administrators While on Line

The Contract Vendor shall ensure that any caller to Minnesota Relay having a complaint or commendation will be able to reach a supervisor or administrator while still on line during a relay call.

CSD will ensure and comply with that Consumers of CSD Minnesota Relay do currently have and will continue to have access to a supervisor or administrative staff while still on line during a relay call so they are able to file a complaint or commendation.

E. Access to Customer Service

The Contract Vendor must establish 24-hour toll-free customer service number(s), for both English and Spanish languages, that Minnesota Relay users may access to receive information on how to place a Minnesota Relay call, tips for improving the efficiency of relay calls, information on billing for calls, information on Minnesota relay features and functions, or to file a complaint or commendation. Customer

Service must be accessible in all Minnesota Relay communication modes.

CSD will establish a 24-hour toll-free customer service number. There is a number currently available and shall continue to be available for Minnesota Relay consumers who may call to receive information on how to place calls, obtain tips for improving the efficiency of calls. Consumers are able to obtain information regarding billing and Carrier of Choice, they can obtain information about features and functions. Additionally, they are able to file complaints and commendations. This customer service 24-hour toll-free number is available in all Minnesota Relay Communication modes.

CRO staff has access to a language line and will be set up for the CRO and CRO Spanish speaking consumers to utilize.

First Proposal Clarifications/Corrections *41. Page 353 [Section 6.7 (E)]. CSD states "CRO staff has access to a language line and will be set up for the CRO and CRO Spanish speaking consumers to utilize."*

Is the "language line" a customer service line for Spanish speaking relay users?

CSD's Response: Since CSD does not have Spanish speaking Outreach staff at the CRO, they will set up an account with a language line translation service that would be conferenced in to the call with a Spanish speaking individual to interpret the call to ensure comprehension of the request.

F. Documentation of Complaints

The Contract Vendor shall ensure that all complaints received (by supervisors, customer service, the Minnesota Relay Consumer Relations Office, etc.), verbally and in writing, shall be documented. Documentation shall be as follows:

CSD will ensure that all complaints that are received verbally or in writing by supervisors, customer service (the 24-hour number), and CRO staff are documented.

1. *All complaints shall be documented on a standardized Consumer Contact form, in an electronic format.*

   CSD will ensure that all complaints are documented. Complaints will be documented on a standardized consumer contact form in an electronic format that authorized staff of the center, customer service, and CRO staff can access. CSD

utilizes a system called the "Customer Service Live" (CS Live), all entries into this system that have to do with Minnesota Relay are automatically routed (via programmed software) to the CRO Sr. Manager, to ensure follow up and proper documentation for monthly and annual reporting requirements and record saving.

2. *Complaint documentation shall include date complaint was filed, whom the complaint was received by, type of relay call (e.g. VCO, HCO, Spanish, STS, captioned telephone VCO, etc.), customer contact information (if given), CA number, category of complaint, nature of complaint, date of resolution, explanation of resolution, and complaint tracking number.*

   CSD will comply with complaint documentation procedures and requirements as required by the RFP. Documentation will include whom the complaint was received from, where it was filed, who it was received by, type of relay call (e.g. VCO, HCO, etc.), customer contact information (if provided by consumer), CA number (if applicable), Category of complaint, nature of complaint, date of resolution, and a tracking number. Resolution information will contain date of resolution, explanation of resolution and tracking number.

3. *Customers shall be asked if they would like to leave contact information in order for their complaint to be followed up by mail, e-mail, or phone.*

   CSD will ask consumers if they want to leave their contact information in order for their complaint to be followed up by mail, email or phone. If they do provide contact information, they will be contacted with an update.

4. *Copies of all complaints, as well as a monthly complaint summary report, shall be submitted to the TAM administrator, in electronic format.*

   CSD will comply and make sure copies of all complaints, as well as a monthly complaint summary report, be submitted to the TAM Administrator in an electronic format acceptable to the State.

G. Yearly Complaint Summary Report

The Contract Vendor shall submit to the TAM administrator a yearly complaint summary report by June 15th detailing all Minnesota Relay complaints received for the 12 month period ending May 31st. The yearly complaint summary report shall be in electronic format and shall include the date complaint was filed, type of relay call, category of complaint, nature of complaint, date of resolution, explanation of

resolution, and complaint tracking number.

CSD ensures the State that we will submit to the TAM Administrator a yearly complaint summary report by June 15th detailing all complains that were received for the 12 month period ending May 31st. CSD will use a report that is in electronic format and includes the date it was filed, type of relay call, category of the issue, nature of the complaint, date of the resolution, and the explanation of the resolution, accompanied by a tracking number.

H. Documentation of Commendations

The Contract Vendor shall ensure that all commendations received (by supervisors, customer service, the Minnesota Relay Consumer Relations Office, etc.), verbally and in writing, shall be documented. Documentation shall be as follows:

CSD will document all commendations received by staff (center, CRO), verbally and in writing.

1. *All commendations shall be documented on a standardized Consumer Contact form, in electronic format.*

   CSD will utilize the CS Live system to document all commendations on a standardized Consumer Contact form in an electronic format.

2. *Commendation documentation shall include date commendation was filed, whom the commendation was received by, type of relay call (e.g. VCO, HCO, Spanish, STS, captioned telephone VCO, etc.), CA number (if applicable), and nature of commendation.*

   CSD will document commendations in the following manner. The date it was filed, whom it was received by, type of call (e.g. VCO, Spanish, etc.), CA number (if applicable), and nature of the commendation. Commendations are also forwarded to the person that the commendation was regarding (if applicable) to ensure staff morale.

3. *Copies of all commendations shall be submitted in electronic format to the TAM administrator, on a monthly basis.*

   CSD will comply with this requirement by making sure copies of all

commendations shall be given to the TAM administrator on a monthly basis in an electronic format, also on an annual basis as required by the State and the FCC.

6.8 Emergencies

The Contract Vendor shall develop a policy for relaying and referring emergency calls in accordance with the standards in 47 C.F.R § 64.604(a)(4).

CSD meets the requirements of emergency calls by immediately routing Relay 911 calls to an appropriate Public Service Answering Point (PSAP) that the caller would have reached by dialing 911 directly, or a PSAP that is capable of dispatching emergency services in an expeditious manner. With one CA keystroke, CSD's intelligent CA application utilizes the NPA/NXX information of the inbound caller to immediately cross-reference this information to a national database containing the ten-digit emergency number for every PSAP Center in Minnesota. Within seconds, this number is entered in the dial window and the call is then immediately initiated.

CSD Relay considers an emergency call to be one in which the user of the Relay Service indicates they need the police, fire department, paramedics or ambulance. CSD utilizes a standard E911 database that serves all of the United States and has uniform procedures, as noted below as matter of policy, are followed at every CSD Relay Center.

Additional specific emergency call handling requirements are listed below.

A. Pass Caller's ANI to the PSAP

The CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

The CA, when told by a TTY/ASCII user (non-voice) that an emergency exists, will hit a hot key.

The CA terminal will post a query containing the caller's ANI to the E911 database.

The E911 database currently responds with the telephone number of an appropriate PSAP; automatically dials the PSAP number and passes the caller's ANI to the E911 Service Center.

B. Stay on the Line to Ensure Connectivity

If the emergency call is transferred to a PSAP, the CA shall stay on the line as long as necessary to ensure that the PSAP operator has received the call.

The CA will remain on the line and will verbally pass the caller's ANI to the E911 Service Center Operator.

Minnesota Relay users will be encouraged to dial 911 as their primary means of contacting Emergency Services. However, if a Relay user makes an emergency call through Relay, the CA will make every effort to correctly route the call to an appropriate PSAP based on the network and user-provided information. As required by the FCC, CAs will remain on the line and give the Emergency Service Provider the caller's telephone number, even if the caller is no longer on the line.

C. Relay Only Under Limited Circumstances

The emergency call may be relayed to a PSAP operator (instead of transferred) only on a call-by-call basis under any of the following circumstances:

- *At the request of the caller.*
- *At the request of the PSAP operator or PSAP supervisor.*
- *If the PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (for example if the caller is using any communications modality other than TTY, e.g., VCO, HCO, STS, ASCII)*
- *The CA is having technical trouble transferring the call to the PSAP, e.g., the caller is disconnected from the PSAP, the PSAP cannot establish a TTY connection, etc.*
- *As allowed by the FCC.*

CSD meets the requirements of emergency calls by immediately routing Relay 911 calls to an appropriate Public Service Answering Point (PSAP) that the caller would have reached by dialing 911 directly, or a PSAP that is capable of dispatching emergency services in an expeditious manner. With one CA keystroke, CSD's intelligent CA application utilizes the NPA/NXX information of the inbound caller to immediately cross-reference this information to a national database containing the ten-digit emergency number for every PSAP Center in Minnesota. Within seconds, this number is entered in the dial window and the call is then immediately initiated.

CSD Relay considers an emergency call to be one in which the user of the Relay Service indicates they need the police, fire department, paramedics or ambulance. CSD utilizes a standard E911 database that serves all of the United States and has uniform procedures, as noted below, which are followed at every CSD Relay Center.

The CA, when told by a TTY/ASCII user (non-voice) that an emergency exists, will hit a

hot key.

- The CA terminal will post a query containing the caller's ANI to the E911 database.

- The E911 database currently responds with the telephone number of an appropriate PSAP; automatically dials the PSAP number and passes the caller's ANI to the E911 Service Center.

- The CA will remain on the line and will verbally pass the caller's ANI to the E911 Service Center Operator.
  Minnesota Relay users will be encouraged to dial 911 as their primary means of contacting Emergency Services. However, if a Relay user makes an emergency call through Relay, the CSD and CSD CA will make every effort to correctly route the call to an appropriate PSAP based on the network and user-provided information. As required by the FCC, CAs will remain on the line and give the Emergency Service Provider the caller's telephone number, even if the caller is no longer on the line.

  It is CSD's opinion that in some emergencies, valuable time could be lost if the TTY call were to be transferred to the PSAP, and the results could be life threatening. Therefore, CSD will allow direct TTY-to-TTY communication in the following scenarios, if allowed by the FCC:

- At the request of the caller

- At the request of the PSAP Operator or PSAP Supervisor

The CA will remain connected and will silently monitor the call, if:

- The PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (i.e. if the caller is using a communication modality other than TTY, (i.e., VCO, HCO, STS, ASCII, VRS, or Internet Relay)

- The CA is having technical trouble transferring the call to the PSAP (i.e., the caller is disconnected from the PSAP; the PSAP cannot establish a TTY connection, etc.)

The CA will assist, as necessary, to maintain communications between the PSAP and the caller. Otherwise, the CSD and CSD CA will remain on the line to provide assistance as necessary to facilitate communication for all emergency calls and will not disconnect until the call has been completed.

CSD understands that, while TTY users should be encouraged to dial 911 directly, the processing of emergency calls is one of the most critical functions of the Relay Center. CSD will offer several additional enhancements including:

- Coverage in Rural areas not served by traditional PSAP Centers

  CSD routes emergency calls by utilizing location information, along with a complex logic structure. The highly accurate PSAP boundaries are based upon jurisdictional areas and territorial boundaries such as State lines and includes unpopulated areas where emergencies can (and do) occur. Because rural areas and some suburbs have no PSAP facilities, CSD and Sprint's database also includes information on the local sheriff or police departments who respond to emergencies in those areas.

- Comprehensive Quality Assurance Process

  CSD routinely contacts PSAP Administrators to capture updates and/or changes to ensure that Relay users are connected quickly to an appropriate PSAP capable of handling the call. Last year CSD updated its national database 1,100 times to ensure only the most accurate, up-to-date emergency information was available in the database.

- Automatic Forwarding of Caller's ANI

  In order to ensure that every emergency caller receives the most immediate service possible, CSD automatically forwards the ANI of the inbound caller to an appropriate PSAP through the telephone network. In addition, as required by the FCC, CAs will remain on the line and give the Emergency Service Provider the caller's telephone number, even if the caller is no longer on the line.

- Wireless E911 Access through CSD and Sprint Relay

  For users accessing CSD Relay via mediums other than landlines, CSD Sprint will connect such callers to their nearest PSAP as soon as it is technically and physically possible.

  Currently, the ANI received by the Relay Provider does not always correctly identify the location of wireless users. This is a common concern with the wireless industry and all E-911 calls. CSD continues to encourage Relay users to dial 911 directly as

the quickest method of obtaining help in an emergency situation. CSD will provide access to the PSAP for wireless Relay callers as quickly as technically feasible.

- CapTel 911 Access

  With CapTel Service, when a CapTel user dials 911, the phone defaults to a VCO phone and a direct connection is made to the appropriate 911 Center for faster service and increased reliability on every call. This approach is in line with the recommended method of contacting 911 by the Department of Justice (DOJ), the FCC, NENA (National Emergency Numbering Association), and TRS programs.

- Two-Line CapTel(2LCT)911 Access

  Because 2LCT uses separate voice and data connections, it offers the most efficient way to access Emergency Services via 911 response Centers. With 2LCT, the user is connected directly to 911 on a standard voice connection. The captions are connected on the second line.

- E911 Outreach

  CSD will work with the Minnesota Public Service Commission to include procedures for accessing E911 through the Minnesota Relay in their materials.

First Proposal Clarifications/Corrections *42. Page 362 [Section 6.8 (C)] CSD states "CSD will work with the Minnesota Public Service Commission to include procedures for accessing E911 through the Minnesota Relay in their materials."*

Minnesota does not have a Public Service Commission; is the responder intending to reference the Minnesota Department of Public Safety and the Metropolitan 9-1-1 Board?

CSD's Response: CSD appreciates the clarification of the above statement. It was intended to mean that CSD will continue to work with the Department of Commerce and the appointed TAM Administrator to ensure that we are including procedures for accessing E911 through the Minnesota Relay in their materials. CSD will follow the direction of the TAM Administrator on what other authorities in the state to include on discussions relating to E911.

D. Treat a Call as an Emergency Call When Unsure

When receiving a relay call that the CA suspects is an emergency call requiring a response from a PSAP, the CA shall immediately treat the call as an emergency call and

shall make no attempt to determine if the call is an actual emergency or not.

CAs are trained that any call that seems to be, or indicates an emergency call to be handled as such. The CA will immediately begin processing the call as an emergency as outlined above.

E. No Questioning or Advice

The CA shall not attempt to question the caller about the exact nature of the emergency, nor shall the CA attempt to give advice to the caller in response to the emergency. The CA shall let the PSAP operator, who has the professional training to carry out those functions, deal with the emergency.

In order to facilitate the emergency call, the CA will not question the caller as to the nature of the call. Nor shall the CA give advice to the caller during the call, CAs are trained to let the PSAP operator, who has professional training to handle such calls to deal with the emergency.

F. Allowance for Limited Transparency

When processing an emergency call, the CA shall be able to facilitate the call to a greater degree than a normal relay call to the extent described herein:

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

CAs will break transparency to inform the PSAP operator that the caller is a TTY (or other form) user to facilitate the call.

2. The CA may inform the answering PSAP of the caller's disability, name and other information available to the CA from the caller's customer preference data and ANI data, if available.

CAs will inform the PSAP that the caller may be a deaf or hard of hearing individual and divulge personal information available to the CA from the customer's preference data and ANI data if available.

3. The CA does not have to be fully transparent (as is required in non-emergency verbatim relay) to the caller and PSAP operator if either the caller or PSAP operator request such non-transparency, or if in the professional opinion of the CA such limited non-transparency will greatly facilitate the PSAP operator's ability to understand or

respond to the caller; and if the caller does not object. By far the greatest emphasis of each relayed emergency call shall be on transparent verbatim relay, and the use of non-transparency shall only be for temporary summarization or for interpretation of ASL gloss terminology. In all instances of non-transparency, the CA shall not alter the relayed conversation, shall not interfere with the independence of the caller, and shall not interfere with the caller's control of the conversation. In each instance during an emergency call when a CA engages in non-transparency, the CA shall first identify him/herself as the source of the talking or typing by indicating "Relay CA speaking" or similar language.

CAs are trained in handling emergency calls. They will know when they need to be fully transparent and the appropriate times to break transparency (if the caller or PSAP operator requests non-transparency), additionally, the CA, in their professional opinion surmises that breaking transparency will help facilitate the understanding of what's happening with the caller and vice versa. CAs know that this is under the control of the caller and will do so if the caller does not object. CAs are trained on the emphasis of remaining transparent and relayed verbatim. Breaking transparency is a major issue for relay and should be done so only on a temporary basis and temporary summarization or for interpreting ASL gloss terminology. In any cases, the CAs are trained that even in non-transparency cases, the CA will not alter the relayed conversation, and will not interfere with the caller's control of the conversation. CAs will also identify themselves as the source when talking or typing to the caller or PSAP operator. They will do so by indicating "Relay CA speaking" to the PSAP operator and "Relay CA here" when communicating to the TTY user.

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

The CA (and Supervisor listening in) will stay on the line for the duration the call connected to a PSAP operator. Unless called upon by either party, the CA will remain in listening or non-active mode. The CA will, if obvious to him/her that the party needs assistance will break transparency to facilitate the call as described in number 3 above.

5. Whenever a CA is providing non-transparent services, the CA shall immediately cease such non-transparency if asked to do so by either the caller or by the PSAP operator. The request may be in any terminology, such as, "Please relay verbatim", "Repeat only

what I type", "Just say what I type", etc.

If a CA is in non-transparent mode, the CA will immediately cease such non-transparency when requested by either party on the call.

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

As part of the Emergency call process, CAs are trained to call for supervisor assistance when encountering an emergency call. Supervisors will come to the CA station, plug in and listen in on the call. Supervisors do not enter into conversations in any manner unless the call function is transferred to the supervisor

G. Change of CAs During an Emergency Call

There shall be no replacement of CAs during an emergency call, except to a supervisor who has been involved in the entire call.

CSD Relay personnel are trained in emergency call handling. CAs are aware that no replacement of CAs may be attempted during an emergency call. Only exceptions to this when a Supervisor who has been involved in the entire call will take over if, for some reason a CA is unable to do so.

H. Call Set-Up

When a CA places a call to a PSAP for either transferring the call or for relaying the call, the CA shall, at a minimum, identify the call to the PSAP operator as a Minnesota Relay call, CA number [XXXX], and if the call is relayed, shall establish the call with the normal relay instructions.

CAs are trained to notify the PSAP that, "This is an emergency call" and identify themselves as a Minnesota Relay call, CA number [XXXX] and relay the call with normal relay instructions as outlined above.

I. Training for Emergency Call Handling

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

ALL CSD CAs and Supervisors are trained in emergency call handling. As part of their two week training period, extensive training time is given to the CAs covering the specific aspects of emergency calling.

6.9 Reporting

Reports requested shall be for Minnesota Relay activities of one calendar month unless requested otherwise by the State. Reports shall be provided in an electronic format acceptable to the State, no later than the 15th calendar day following the month of service or on the next State workday if the 15th falls on a weekend or holiday (unless specified otherwise). All reports provided shall become the property of the State, i.e., the provider shall not copyright them, and they shall become public record. In addition to periodic, ad hoc or other reports requested by the State, the Contract Vendor shall provide the following reports shown below. The State may modify the required report formats at any time.

CSD will submit monthly reports to the State by the 15th of each month following the month of service or the next workday if the 15th falls on a non-work day (unless specified otherwise). Reports provided will become property of the State. CSD understands that reports cannot be copyrighted and will become public record. CSD is also aware that, in addition to periodic, ad hoc, or other reports requested by the State, CSD will provide the following reports shown below. CSD will be happy to modify required report formats at any time as requested by the state.

When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service) the State shall give the Contract Vendor at least thirty days notice before the date the report is due unless the Contract Vendor agrees to a lesser time on a per-request basis. The Contract Vendor shall, upon the request of the State, provide the State with professional interpretation, analysis and explanation of any reports provided. Within two months of award, the Contract Vendor shall meet with the State to determine types of data available for reporting purposes and to set up any regular monthly reports that may be in addition to those shown below.

CSD agrees that when the requested reports other than show below (except when investigating unusual circumstances such as complete or partial loss of service) the State shall give CSD 30 days notice before the date of the requested report is due. CSD will be happy to work with the state to come to an agreement if lesser time is possible. CSD will, if requested by the State provide interpretation, analysis and explanation of any reports provided. CSD looks forward to meeting with the State to determine the types of data available for reporting purposes and to set up regular monthly reports that may be in addition to those shown below within two months of the award.

If the responder is not able to provide any of the reports listed below, please indicate this

in your proposal and on the Responder's Exceptions to the RFP form (Attachment 3).

CSD claims two exceptions and are reported on the Responder's Exception to the RFP Form (Attachment 3) located under Tab P. Please refer to the Responder's Exception for details regarding reporting.

First Proposal Clarifications/Corrections *43. Page 368 (Section 6.9) CSD states "CSD claims two exceptions and are reported on the Responder's Exception to the RFP form (attachment 3) located under Tab P."*

CSD has actually claimed five exceptions under RFP Section 6.9 [6.9 (F), 6.9 (K) (2), 6.9(K) (8), 6.9 (K) (12) and 6.9 (K) (13).

CSD's Response: CSD claims five exceptions and are reported on the Responder's Exception to the RFP form (attachment 3) located under Tab P.

A. Implementation Progress Reports

The Contract Vendor shall provide the State with regular Implementation Progress Reports. These reports shall be provided at least monthly from the date of Contract award for six (6) months unless requested longer or more frequently by the State. The specific progress report due dates and the acceptable format for the reports will be determined by the State at the time of Contract award.

At a minimum, these reports will describe the current status in implementation of Minnesota Relay services, changes in status since the previous report, a project timeline incorporating dependencies, milestones, and deadlines.

Should the State choose CSD as its relay provider, there will be virtually no implementation process due to the fact that CSD already operates the Minnesota Relay service in Moorhead, Minnesota. However, CSD will provide the state with monthly reports that are requested by the state and will work with the state to determine due dates, as well as acceptable formats. CSD looks forward to working closely with the state to ensure seamless transition in any case.

CSD will be glad to provide a project timeline incorporating dependencies, milestones, and deadlines to the State and will keep the state informed of the current status of implementation schedule.

B. Complaint and Commendation Reports

The Contract Vendor shall submit copies of all complaints, as well as a monthly complaint summary report in accordance with Section 6.7(F).

CSD will comply and will submit copies of all complaints that are received by supervisors, customer service (the Sprint 24-hour number), and CRO staff that are received verbally or in writing. CSD will submit copies and monthly complaint summary report in accordance with Section 6.7(F).

The Contract Vendor shall submit a yearly complaint summary report in accordance with Section 6.7(G).

CSD mentioned in 6.7(F) and will comply with the requirement that all complaints are documented on a standardized consumer contact form in an electronic format that authorized staff of the center, customer service, and CRO staff can access. CSD will utilize the system "Customer Service Live" (CS Live) for this function. All entries into this system that have to do with Minnesota Relay are automatically routed to CRO Sr. Manager to ensure follow up and proper documentation for monthly and annual reporting requirements and record saving.

CSD will submit a yearly complaint summary report as stated in 6.7G:

CSD ensures the State that we shall submit to the TAM Administrator a yearly complaint summary report by June 15th detailing all complains that were received for the 12 month period ending May 31st. CSD's report is in an electronic format and includes the date it was filed, type of relay call, category of the issue, nature of the complaint, date of the resolution, and the explanation of the resolution, accompanied by a tracking number.

The Contract Vendor shall submit copies of all commendations in accordance with Section 6.7(H).

CSD will submit copies of all commendations in accordance with Section 6.7 H: CSD will document all commendations received by staff, verbally and in writing. All commendations are documented on a standardized Consumer Contact form in an electronic format on CS Live.

Commendation documentation includes the date it was filed, whom it was received by, type of call (e.g. VCO, Spanish, etc.). CA number (if applicable), and nature of the commendation. Commendations are also forwarded to the person that the commendation

was regarding (if applicable) to ensure staff morale. Copies of all commendations shall be given to the TAM administrator on a monthly basis in an electronic format, also on an annual basis as required by the State in 6.9 C.

C. Annual Report

The Contract Vendor shall submit an annual report summarizing operations for the calendar year with statistical summaries of usage, trends, complaints and commendations, service performance, Minnesota Relay features, facility improvements, traffic analysis, traffic projections for future years, future relay operations, outreach activities and outreach materials available. The annual report shall be due by January 15th of each year.

CSD will provide the State with an Annual Report that summarizes operations for the calendar year with statistical summaries of usage, trends, complains and commendations, service performance, Minnesota Relay features, facility improvements (if applicable), traffic analysis, traffic projections for future years, future relay operations (if applicable), outreach activities and outreach materials available. CSD will submit this report to the TAM Administrator on or before January 15th of each year.

D. TRS State Certification Application Report

The Contract Vendor shall provide the State with the necessary information and documentation in order for the State to comply with FCC 47 C.F. R. § 64.605. All information and documentation must be provided to the State in a timely manner, which would allow the State sufficient time to compose and submit the TRS State Certification Application to the FCC.

CSD will support the state of Minnesota in the recertification process by providing the necessary documents to indicate compliance with FCC 47 C.F. R. § 64.605. CSD will provide this information in a manner that allows the state adequate time to reply.

E. Disaster Reports

The Contract Vendor shall provide the State with disaster reports in accordance with Section 5.29(F).

CSD will comply with this requirement and provide disaster reports to the State as outlined in Section 5.29(F).

F. Carrier of Choice Reports

The Contract Vendor shall provide the State with Carrier of Choice reports in accordance with Section 5.27(C).

CSD will comply to this request with the exceptions outlined in the Exception Report on Tab P.

EXCEPTION: Reporting; Carrier of Choice Reports

The contract vendor shall report to the State all instances where a caller's outbound carrier of choice request was not allowed. List by name of carrier, indicating the number of outbound call requests denied to that carrier, sorted by frequency.

CSD's Response: CSD is unable to track Carrier of Choice requests within the system. CSD, at the customer's request, can enter a customer contact when questioned about why a certain provider is not a participant in our existing Carrier of Choice program. This will then be displayed in the Customer contact reports that are submitted to the State of Minnesota.

The State accepts CSD's exception that CSD is not able to track Carrier of Choice requests within the system and will not require CSD to "List by name of carrier, indicating the number of outbound call requests denied to that carrier, sorted by frequency."

However, CSD shall be required to provide the State with Carrier of Choice reports in accordance with RFP Section 5.27(C). Minnesota requests to be notified of every instance where a Minnesota Relay user's COC was not available, regardless of whether the relay user requests to file a customer complaint (or customer contact). If Minnesota does not know when a requested COC is not available to a Minnesota Relay user, then we are unable to contact the carrier and notify them of FCC requirements.

G. Evaluation Reports

The State reserves the right to establish an evaluation of Minnesota Relay services or to require reports of service evaluations performed by the Contract Vendor. The State also reserves the right to audit the Contract Vendor, per the terms and conditions of the Contract agreement with the State, to assess compliance with any and all Contract requirements. The State may request input directly from the CAs through the use of periodic surveys or through direct communication, as the State deems necessary.

CSD confirms that the State will have the right to establish an evaluation of Minnesota Relay services or require reports of service evaluations as performed by CSD. CSD acknowledges that the State also reserves the right to audit CSD, per the terms and conditions of the Contract agreement. This is to assess compliance with any and all Contract requirements. CSD will cooperate with the state in allowing input directly from the CAs through the use of periodic surveys or through direct communication, as deemed necessary by the state.

H. Fraud Report

The Contract Vendor shall report monthly on instances of suspected fraudulent use or attempted fraudulent use of Minnesota Relay.

The State and Contract Vendor will mutually agree upon the scope, content and format of the report after award. In addition, the Contract Vendor shall promptly notify the State of suspected fraudulent use of Minnesota Relay whenever the successful responder notices a spike or unusually high incidence of potential or suspected fraudulent calls.

CSD will maintain a monthly report on instances of suspected or attempted fraudulent use of Minnesota Relay. CSD will work with the state on agreement of scope, content and format of the report after award. In addition, CSD will notify the state of suspected fraudulent use whenever CSD notices a spike or unusually high incidence of potential or suspected fraudulent calls.

I. Annual Outreach Plan

The Contract Vendor shall develop an annual outreach plan detailing outreach goals and activities, advertisements and public relations activities, and outreach materials for the upcoming Contract year (Contract year runs from July 1 – June 30th). The State shall review the plan for compliance with the requirements of the Contract. If the Contract Vendor changes the plan significantly during the year, the Contract Vendor shall provide an amended plan to the State with an explanation of the changes. The annual outreach plan shall be submitted no later than May 1st of each year.

CSD will provide the State with an Annual Outreach Plan that details outreach activities for the calendar year. This plan will include goals, advertisement and public relations activities, and outreach materials for the upcoming Contract year. CSD will submit the plan for State review and if there are significant changes to the plan, CSD will provide an amended plan with explanation of the changes to the State. This plan will be submitted no later than May 1st of each year.

J. Monthly Outreach Activity Report

The Contract Vendor shall provide the State with a monthly outreach activity report, submitted no later than the 15th of each month. The outreach activity report shall be separate from Minnesota Relay TRS reports and shall be provided in an electronic format acceptable to the State. Reports shall contain the name and address of outreach activity location, contact name, contact phone number, e-mail address (if available), type of presentation or outreach activity, number of participants and any additional information requested by the State.

CSD will submit a Monthly Activity Report no later than the 15th of the following month. The outreach report has been constructed with State input and shall be revised as suggested by the State. This report is and shall be separate from any other reports and will be submitted in an electronic format acceptable to the State. This report shall contain name and address of outreach activity location, contact name (if applicable), contact phone number (if applicable), e-mail address (if applicable or available), type of presentation or outreach activity, number of participants and any other information requested by the State.

K. Traffic Reports

All minutes shown in any traffic report shall be shown in minutes and second, as in 4:44 minutes, or in minutes and decimals, as in 4.73 minutes. Reporting in minutes and seconds is preferable to minutes and decimals. Responders shall indicate in their proposal if their systems report by minute and second, or by minutes and decimals. Conversation minutes are the duration of only the relayed portion of a completed Minnesota Relay call. Conversation minutes are defined in Section 1.0. Session minutes are the total time that a relay agent is involved with a Minnesota Relay call, inbound and outbound, including call setup and wrap-up time. Session minutes are a measure of agent call activity, not a measure of call duration. Session Minutes are defined in Section 1.0.

CSD has read and will comply with requirements set forth in K. Traffic Reports with exception of #12, "Daily Average Speed of Answer." CSD's reports will be done by minutes and seconds. CSD acknowledges the definitions as described in Section 1.0 for conversation and session minutes.

1. Monthly Call Volumes by Jurisdiction

Monthly number of Minnesota Relay calls by the following jurisdiction, shown as number completed, number uncompleted (inbound calls with no completed outbound call, e.g., busy, no answer), and total. Sequential relay calls placed on behalf of a single inbound call shall be counted as the number of separate outbound calls.

CSD will provide the following reports. Please see Attachment M - Billing Reports - Report SGACB101-4 Calls By Jurisdiction.

a. Local relay calls: Minnesota Relay calls in the same local calling area regardless of whether the call crosses an in-state LATA boundary.

b. IntraLATA relay calls: intrastate Minnesota Relay calls that are within the same

LATA, but not the same local calling area.

c. *InterLATA relay calls: non-local, intrastate Minnesota Relay calls between different LATAs.*

d. *Interstate calls: Minnesota Relay calls between Minnesota and a different state within the United States, including the District of Columbia.*

e. *International calls: Minnesota Relay calls between Minnesota (Unites States) and another country.*

f. *Toll-free calls: Minnesota Relay calls to toll-free numbers, e.g., 800 numbers.*

g. *900 number calls: Minnesota Relay calls to 900-type NPA service numbers.*

h. *Directory Assistance calls: Minnesota Relay calls to Directory Assistance.*

i. *Operator Services calls: To the extent that information is available, report the number of Minnesota Relay calls where the outbound call is placed by operator services, such as by a LEC, CLEC or wireless carrier.*

j. *No location calls: To the extent that information is available, report the number of Minnesota Relay calls where the location, e.g., as determined by NPA/NXX, of either the caller or the called party remained unknown, as possibly in an Internet call, and which is neither a toll-free call, a 900 number call, nor a Directory Assistance call. (Internet calls where the Internet party's location was determined shall not be included in this category, and instead shall be included in one of the above categories.)*

k. *Monthly totals: Total completed and uncompleted Minnesota Relay calls, lines a through j above.*

Listed as Other on Attachment M - Report.

2. Monthly Call Volumes by Inbound Dialed Number

Report separately for each inbound number dialed by callers to access Minnesota Relay services (e.g. 800 number, and by inbound URL accessed, with the purpose of the inbound number or URL indicated, such as "800-NXX-XXXX – STS" or "800-NXX-XXX – 711") the following:

- *Number of inbound calls*
- *Number of completed calls*
- *Number of blocked calls*
- *Number of abandoned calls*
- *Number of conversation minutes*
- *Number of session minutes*
- *Percentage of total number of inbound calls*
- *Percentage of total number of conversation minutes*

CSD will be able to provide the above requested information but is unable to provide the number of blocked and abandoned calls. This is detailed in the Exception Report in Tab P.

First Proposal Clarifications/Corrections *44. Page 377 [Section 6.9 (K)(2)]. CSD lists an exception to this requirement. Under this section CSD states: "CSD will be able to provide the above requested information but is unable to provide the number of blocked and abandoned calls. This is detailed in the Exception Report in Tab P." CSD's exception states "CSD is unable to collect the requested information* ***since it*** *occurs before the call arrives at the switch."*

The State understands that CSD would not generally be able to provide the number of blocked calls, as this would require CSD to obtain this information from the LEC. The State further clarifies that FCC 47 C.F.R. § 64.604 (b)(2)(ii)(E) states that "A LEC shall provide the call attempt rates of calls blocked between the LEC and the TRS facility to relay administrators and the TRS providers upon request."

However, CSD should have access to the number of abandoned calls (Abandoned call definition, as found in Section 1.0, states "A call that has been placed to the relay center, but which is terminated by the person originating the call before it is answered by a CA."), and should be able to report abandoned calls to the State, as abandoned calls have been reported by Sprint to the State in the past.

If CSD declares that they would be unable to provide the State with the number of abandon calls as required in this section, CSD must provide a detailed explanation of why it is unable to provide the number of abandon calls as required in this section.

CSD's Response: CSD wishes to clarify its response and appreciates the opportunity to do so. CSD will continue to report abandoned calls to the state as they have done so in the past. CSD's reports attached in appendix M in the RFP lists the reports that they have submitted in the past. This was included in the exceptions but was not intended to be in included. CSD intended to include the blocked calls as an exception but inadvertently also included Abandoned. CSD will meet this requirement.

EXCEPTION: Reporting; Traffic Reports - Monthly Call Volumes by Inbound Dialed Number.

Report separately for each inbound number dialed by callers to access Minnesota Relay Services (e.g. 800 number, and by inbound URL accessed, with the purpose of the inbound number or URL indicated, such as "800-NXX-XXXX – STS" or "800-NXX-XXXX-711") the following:

- *Number of Blocked Calls*
- *Number of Abandoned calls*

CSD's Response: CSD is unable to collect the requested information since it occurs before the call arrives at the switch.

Contract negotiation meeting with CSD and Sprint on February 28, 2006 (question #22).

States question: On page 377 of CSD's Proposal, CSD states: "CSD will be able to provide the above requested information but is unable to provide the number of blocked and abandoned calls."

CSD's exception to this requirement states "CSD is unable to collect the requested information since it occurs before the call arrives at the switch."

On Pages 34-35 of CSD's clarification response, CSD states "CSD will continue to report abandoned calls to the state as they have done in the past. This was included in the exceptions but was not intended to be included. CSD intends to include the blocked calls as an exception but inadvertently also included Abandoned. CSD will meet this requirement."

CSD's response: CSD is reinstating this as an exception as Sprint is unable to report abandoned calls by inbound dialed number at this time.

In Sprint's Blockage Talking Points document, Sprint states:
Abandon reporting—

- *In line with FCC requirements, Sprint calculates and reports calls that are abandoned after arriving at the TRS center's network.*
- *Calls that are abandoned prior to arriving at the TRS network are not included.*
- *Abandoned calls are included in the service level calculation and are available via two standard reports included in the invoice (attached for your review). They indicate how long the customer has held in queue prior to disconnecting the call.*

Contract negotiation meeting with CSD and Sprint on February 28, 2006 (question #22).

State's question: CSD states on page 35 of their response to the first Proposal Clarifications/Corrections that "CSD can provide a blockage report for each 800 number. These various services have their own 800 number into Minnesota Relay and hence we can provide a blockage report on those 800 numbers."

On Page 216 of CSD's Proposal, CSD states "This system ensures that an excess of 99.99 percent of all calls reach the Relay Center and are answered or receive a ringing signal. While most TRS providers only report blockage from a Center level, CSD is able to report blockage once the call reaches the network until it is accepted at the Minnesota Relay center. This includes reporting for the long distance network and equipment, which many TRS providers are unable to provide, as well as reporting for the TRS network."

Sprint's response: In Sprint's Blockage Talking Points document, Sprint states:

- *In 2005, Sprint TRS recently completed the transition to advanced SS7 signaling. The purpose of SS7 is to more easily identify the appropriate call path to avoid blockage and network congestion. With the implementation of SS7 advanced signaling for TRS calls, several network codes were incorrectly reported as blockage, even though the call was completed successfully.*
    - *An example--A call attempting to connect to the call center via one path (path A) failed, then automatically rerouted (path B), failed, and rerouted to path C and connected at the relay center. This would have been completely transparent to the customer, but reported as 2 blocked calls in the SS7 blockage reports. By using SS7 signaling, calls are automatically rerouted to an open circuit network path; resulting in less customer impact. .*
- *Sprint's new logic for the blockage reports is supported by the FCC's Rules and Orders for the provision of Telecommunication Relay Services The following is from the FCC's Report and Order in Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities)CC Docket No. 98-67) 15 FCC Rcd 5140 (2000) at 5165-68, ¶¶59-66.*
    - *In paragraph 62, the FCC states that the beginning of the Speed of Answer measurement is when the call is delivered to the TRS center's network. It further states that call blocking will be considered any delay in the TRS center accepting the call from the local carrier.*
- *Sprint's new reports show the number of attempted calls, the number of completed calls, and the number of blocked calls. The difference between the number of attempted calls and completed calls can be attributed to abandon calls and/or other network codes such as "reorder" that do not result in blockage by the TRS system.*

3. Monthly Volumes of Completed Calls by Type of Call

Number of completed Minnesota Relay calls during the month, by type of call, in all languages offered, reported separately as inbound and outbound, indicating daily totals and monthly totals. Sequential calls shall be reported as a single inbound and multiple outbound, e.g., a single inbound TTY call associated with three outbound voice calls shall be reported as one inbound TTY call and three outbound voice calls. Conference calls (calls involving two or more outbound calls simultaneously connected to the inbound caller) shall be counted as a single call. Two-line calls, such as 2LVCO, shall be counted as a single call. The number of inbound and outbound calls per type shall also be shown as a percentage of the total number of inbound calls and as a percentage of the total number of outbound calls, respectively. All totals shall be reported separately for each of the following call types:

a. TTY: all Minnesota Relay calls using any form of TTY, including Baudot, Tubocode®, HCO, VCO, 2LVCO, etc., with the exception of TTY's transmitting in ASCII.

b. Voice: all voice-only calls using both speech and hearing, separately showing voice carried over the public switched telephone network and voice carried over the Internet (VoIP), except for STS calls.

c. ASCII: all Minnesota Relay calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.

d. STS: all Minnesota Relay calls using Speech-to-Speech service.

e. Captioned telephone VCO: all Minnesota Relay calls using captioned telephone VCO service.

Please see Attachment M - Billing Reports Report SGACB205-1 HCO / VCO Breakout for TRS and SGACB205-1 for Speech to Speech.

4. Monthly Volumes of Completed VCO Calls

Monthly volumes of all completed Voice-Carry-Over (VCO) Minnesota Relay calls by type of call, in all languages offered, reported as inbound and outbound.

Where VCO is used only on either the inbound or outbound portion of the completed relay call, only the VCO portion of the relay call shall be reported. In other words, this report shall only show VCO calls. Conference calls involving VCO shall only be counted as a single call. 2LVCO calls shall be counted as a single call. The number of inbound and outbound VCO calls per type shall also be shown as a percentage of the total number of inbound VCO calls and as a percentage of the total number of outbound VCO calls, respectively. These totals shall also be reported.

a. TTY: all Minnesota Relay VCO calls using a TTY, with the exception of VCO TTY's transmitting in ASCII.

b. ASCII: all Minnesota Relay VCO calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.

c. STS: all Minnesota Relay Speech-to-Speech calls where the STS CA did not voice for the speech disabled party, i.e., the STS CA stayed on the line in case voicing was necessary, but STS voicing was not used.

Please see Attachment M - Billing Reports Report SGACB205-1 HCO / VCO

Breakout for TRS and SGACB205-1 for Speech to Speech.

5. Monthly Volumes of Completed HCO Calls

Monthly volumes of all completed Hearing-Carry-Over (HCO) Minnesota Relay calls by type of call, in all languages offered, reported as inbound and outbound. Where HCO is used only on either the inbound or outbound portion of the completed relay call, only the HCO portion of the relay call shall be reported. In other words, this report shall only show HCO calls. Conference calls involving HCO shall only be counted as a single call. 2LHCO calls shall be counted as a single call. The number of inbound and outbound HCO calls per type shall also be shown as a percentage of the total number of inbound HCO calls and as a percentage of the total number of outbound HCO calls, respectively. These totals shall also be reported.

a. TTY: all Minnesota Relay HCO calls using a TTY, with the exception of HCO TTY's transmitting in ASCII.

b. ASCII: all Minnesota Relay HCO calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.

c. STS: all Minnesota Relay Speech-to-Speech calls where the STS CA relayed in voice to the speech disabled party, i.e., did not type or use ASL (this should be the majority of STS calls.)

Please see Attachment M - Billing Reports - Report SGACB205-1 HCO / VCO Breakout for TRS and SGACB205-1 for Speech to Speech.

6. Monthly Volumes of Completed Spanish Calls

Monthly number of completed Minnesota Relay calls in Spanish by type of call reported as inbound and outbound. Sequential calls shall be reported as a single inbound and multiple outbound, e.g., a single inbound Spanish TTY call associated with three outbound Spanish voice calls shall be reported as one inbound Spanish TTY call and three outbound Spanish Voice calls. Conference calls shall be counted as a single call. Two-line calls, such as 2LVCO, shall be counted as a single call.

The number of inbound and outbound Spanish calls per type shall also be shown as a percentage of the total number of inbound Spanish calls and as a percentage of the total number of outbound Spanish calls, respectively. These totals shall also be reported.

a. TTY: all Minnesota Relay Spanish calls using any form of TTY, including Baudot,

Tubocode®, HCO, VCO, 2LVCO, etc., with the exception of TTY's transmitting in ASCII.

b. Voice: all Spanish voice-only calls using both speech and hearing, including Voice-over-IP (VoIP), except STS calls.

c. ASCII: all Minnesota Relay Spanish calls transmitting in ASCII regardless of speed, including TTYs communicating in ASCII.

d. STS: all Minnesota Relay Spanish calls using Speech-to-Speech services.

e. Captioned telephone VCO: all Minnesota Relay Spanish calls using captioned telephone VCO services.

Please see Attachment M - Billing Reports - Report SGACB150-3 Calls by Jurisdiction

7. Monthly Speech-to-Speech Call Detail

Report the number of completed Minnesota Relay calls that use STS services by day of the month. A single STS call between two STS users (inbound STS and outbound STS) shall be counted as one call. A completed Minnesota Relay call with either the inbound caller or the outbound called party requiring STS shall be counted as a single STS call.

Please see Attachment M - Billing Reports Report SGACB150-2 Daily Call Set Up / Wrap Up Averages.

8. Monthly Volume of Emergency Calls

Report the total number of completed Minnesota Relay calls placed to Public Safety Answering Points (PSAPs) per Section 6.8 during the month, and by day of the month indicating the subtotal number of emergency calls relayed by the CA and the subtotal number directly transferred to the PSAP.

CSD directs your attention to the Exception Report in Tab P for non-compliance of this requirement.

First Proposal Clarifications/Corrections *45. Page 380 [Section 6.9 (K)(8)]. CSD has listed an exception to this requirement. CSD's exception states "CSD is unable to provide a PSAP report. Due to the critical nature of emergency Relay calls, it is CSD's position that that we will always*

relay the call to the PSAP if the customer should call directly into Relay as opposed to dialing 911. If a call is transferred to the PSAP, the network connection could be broken and the caller may not be able to place a second call."

CSD's exception states that they do not transfer 9-1-1 calls directly to the PSAP, and as such, it is not applicable to report this total.

Please clarify that CSD would be able meet the other reporting requirement under this section (i.e. Report the total number of completed Minnesota Relay calls place to Public Safety Answering Points (PSAPs) per Section 6.8 during the month, and by day of the month.

CSD's Response: CSD will be able to meet this reporting requirement. CSD intends on providing emergency call forms to our CRO office and they will manually gather the necessary statistics to submit this report to the state of Minnesota.

EXCEPTION: Reporting; Traffic Reports – Monthly Volume of Emergency calls

Report the total number of completed Minnesota Relay calls placed to Public Safety Answering Points (PSAPs) per Section 6.8 during the month, and by day of the month indicating the subtotal number of emergency calls relayed by the CA and the subtotal number directly transferred to the PSAP.

CSD's Response: CSD is unable to provide a PSAP report. Due to the critical nature of emergency Relay calls, it is CSD's position that we will always relay the call to the PSAP if the customer should call directly into Relay as opposed to dialing 911. If a call is transferred to the PSAP, the network connection could be broken and the caller may not be able to place a second call.

The State accepts CSD's exception to reporting the number of Minnesota Relay calls transferred to the PSAP as this is not a function that CSD performs due to the serious nature of an emergency call.

In the State's Proposal Clarifications/Corrections question #45 Minnesota asked CSD to "Please clarify that CSD would be able meet the other reporting requirement under this section [i.e. Report the total number of completed Minnesota Relay calls placed to Public Safety Answering Points (PSAPs) per Section 6.8 during the month, and by day of the month]."

CSD's clarification response states "CSD will be able to meet this reporting requirement. CSD intends on providing emergency call forms to our CRO office and they will manually gather the necessary statistics to submit this report to the state of Minnesota."

9. Monthly Average Length of Calls

Report the average length of the month's sum-total of all completed Minnesota Relay

calls in session minutes and conversation minutes. Report the average length of completed relay calls during the month by each type of inbound call where the inbound portion of the relay call was TTY, Voice, ASCII, STS, and captioned telephone VCO using call type definitions of Section 6.9(K)(3).

Please see Attachment M - Billing Reports - Report SGACB101-4 Calls By Jurisdiction.

10. Monthly Minnesota Relay Call Volumes by Center

Number of Minnesota Relay calls handled at each relay center handling Minnesota Relay calls, indicating the following:

- *Monthly inbound calls*
- *Monthly outbound calls*
- *Monthly blocked calls*
- *Monthly abandoned calls*
- *Monthly total calls*
- *Monthly conversation minutes*
- *Monthly session minutes*
- *Monthly total Minnesota Relay calls handled at each center, reported as the number of calls and as a percentage of Minnesota Relay's overall total monthly call volume.*

CSD will provide the state with a report that indentifies the requested information to be aware of when CSD Relay Center handles the Minnesota call volume.

11. Monthly In-State Center Call Volumes

Number of non-Minnesota Relay calls, by state, handled at the Minnesota in-state center, indicating the following:

- *Monthly inbound calls*
- *Monthly outbound calls*
- *Monthly blocked calls*
- *Monthly abandoned calls*
- *Monthly total calls*
- *Monthly conversation minutes*
- *Monthly session minutes*
- *Percentage of total calls, by state, handled at the Minnesota in-state center based on the center's overall total monthly call volume.*

CSD will provide the requested customized report for the state of Minnesota.

12. Daily Average Speed of Answer

Separately report the average speed of answer (ASA) for each day of the calendar month, by each type of inbound call, in all languages offered, where the inbound portion of the relay call was TTY, Voice, ASCII, STS, captioned telephone VCO and any other type of Minnesota Relay calls, using the call type definitions in Section 6.9(K)(3). Also report, for each calendar day, the ASA for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Only report ASA of Minnesota Relay calls. Refer to RFP Sections 1.0 and 5.30(C) for a definition of ASA.

Please refer to the Responder's Exception report under Tab P regarding "Separately Reporting the average speed of answer."

CSD will provide ASA reports for each call type. Examples of ASA reports are located in Attachment M Billing Reports - Report SGACB101-4 Calls By Jurisdiction.

CSD will calculate ASA as GTDTH / NCH
The average time, in seconds, that all calls waited before being connected to an operator. This includes ringing, delay recorder and music if selected. CSD's ASA is a weighted ASA.

Weighted ASA/SVL Explanation
CSD uses a 'weighting' process to combine the results of several call centers into a single result. The 'weighted' ASA is a calculation that multiplies the number of 'State' calls handled in each call center by that center's ASA (the outcome is a factor called 'call seconds'). The resultant 'call seconds' for each call center that handled that 'State' traffic is then summed. The sum of the 'call seconds' is then divided by the total number of 'State' calls to get a daily 'weighted' ASA.

Likewise, the 'weighted' service level (SVL) is a calculation that multiplies the number of 'State' calls handled in each center by the center's daily SVL (the outcome is a factor called 'SVL points'). The resultant 'SVL points' for each center that handled that 'State' traffic is then summed. The sum of the 'SVL points' is then divided by the total number of 'State' calls to get a daily 'weighted' SVL.

CSD calculates an ASA and SVL on a daily and monthly basis. To accomplish this, CSD establishes how many 'State' calls were handled in each of our centers. In addition, CSD also establishes an average answer time for each of our call centers. The center average answer time is a calculation of the total number of seconds calls

were on 'hold' divided by the total number of calls handled (not state specific). This definition is consistent with Rockwell and industry standards. The center service level is expressed as a percent of calls answered within a targeted answer time. (Ex: 85% within 10 seconds).

EXCEPTION: Reporting; Traffic Reports - Daily Average Speed of Answer

Separately report the average speed of answer (ASA) for each day of the calendar month, by each type of inbound call, in all languages offered, where the inbound portion of the relay call was TTY, Voice, ASCII, STS, captioned telephone VCO and any other type of Minnesota Relay call, using call type definitions in Section 6.9(K)(3). Also report, for each calendar day, the average ASA for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Only report ASA of Minnesota Relay calls. Refer to RFP Section 1.0 and 5.30(c) for a definition of ASA.

CSD's Response: CSD will report all incoming calls with a single ASA. This will continue as it has for other states to this date with daily ASA and calendar to date ASA reported as such. This will ensure again that the state of Minnesota center can handle overflow traffic. The requirements to have each call type, even those that share a single inbound DNIS would require technology that is not currently provided to other states. This would cause the Minnesota center to be a stand alone and lose any efficiency as well as any traffic from other states that increase the number of jobs in the state of Minnesota.

The State accepts CSD's exception.

13. Daily Average Blockage Rate

Separately report the average blockage rate for each day of the calendar month, by each type of inbound call, in all languages offered, where the inbound portion of the relay call was TTY, Voice, ASCII, STS, captioned telephone VCO and any other type of Minnesota Relay call, using call type definitions in Section 6.9(K)(3). Also report, for each calendar day, the average daily blockage rate for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Only report blockage rates of Minnesota Relay calls. Blockage rates shall be reported showing the number of calls offered, the number of calls rejected (blocked), and the percent blocked. Refer to Section 1.0 for a definition of blockage rate.

CSD is unable to collect the requested information since it occurs before the call arrives at the switch.

CSD directs your attention to the Exception Report in Tab P of non-compliance of this requirement.

First Proposal Clarifications/Corrections *46. Page 384 [Section 6.9 (K)(13)]. CSD has listed an exception to this requirement. CSD's exception states "CSD will report all incoming calls with a single blockage report. The requirement to have each call type, even those that share a single inbound DNIS would require technology that is not currently provided to other states. This would cause the Minnesota center to stand alone and lose any efficiency as well as any traffic from other states that increase the number of jobs in the state of Minnesota."*

If CSD will only report all incoming calls with a single blockage report, would this report include STS, Spanish and CapTel calls?

CSD's Response: CSD can provide a blockage report for each 800 number. These various services have their own 800 number into Minnesota Relay and hence we can provide a blockage report on those 800 numbers.

EXCEPTION: Reporting; Traffic Reports - Daily Average Blockage Rate

Separately report the average blockage rate for each day of the calendar month, by each type of inbound call, in all languages offered, where the inbound portion of the relay call was TTY, Voice, ASCII, STS, captioned telephone VCO and any other type of Minnesota Relay call, using call type definitions in Section 6.9(K)(3). Also report, for each calendar day, the average daily blockage rate for all Minnesota Relay calls combined. Totals shall not be averages of subtotals. Only report blockage rates of Minnesota Relay calls. Blockage rates shall be reported showing the number of calls offered, the number of calls rejected (blocked), and the percent blocked. Refer to Section 1.0 for a definition of blockage rate.

CSD's Response: CSD will report all incoming calls with a single blockage report. The requirements to have each call type, even those that share a dingle inbound DNIS would require technology that is not currently provided to other states. This would cause the Minnesota center to e a stand alone and lose any efficiency as well as any traffic from other state that increased the number of jobs in the state of Minnesota. CSD could report this by

In Minnesota's clarification request, the state asked "If CSD will only report all incoming calls with a single blockage report, would this report include STS, Spanish and CapTel Calls?"

CSD Response*: "CSD can provide a blockage report for each 800 number. These various services have their own 800 number into Minnesota Relay and hence we can provide a blockage report on those 800 numbers."*

The state accepts CSD's exception to Section 6.9 (K)(13), and clarifies that CSD will provide blockage reports for each Minnesota Relay 800 number.

14. Inbound Call Volumes by NPA

For all Minnesota Relay calls, and for each of the call types listed in Section 6.9(K)(3), report the monthly volume of inbound calls by originating NPA sorted by descending order of frequency, shown as number of inbound calls and by percentage of the total number of calls.

Please see Attachment M - Billing Reports - Report SGACB176-1 Inbound MTD Information.

15. Call Length

Report the total daily and monthly number of outbound calls of the following lengths:

- *<5 minutes*
- *5+ to 10 minutes*
- *10+ to 20 minutes*
- *20+ to 30 minutes*
- *30+ to 40 minutes*
- *40+ to 50 minutes*
- *50+ to 60 minutes*
- *60+ minutes*

Please see Attachment M - Billing Reports - Report SGACB175-2 Breakdown by Minutes.

6.10 Invoices

Monthly invoices are to be provided to the State no later than the 15th calendar day following the month of service or on the next State workday if the 15th falls on a weekend or holiday. 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 State to audit the invoice. At the discretion of the State, payment of an invoice may be delayed without penalty to the State when the invoice is not supported by the reports required in Section 6.9, or if invoices are incomplete or incorrect. Payment is subject to any adjustments permitted under the Contract.

Usage figures are subject to audit and adjustment at any time. Any expenditure not properly invoiced by the Contract Vendor and submitted to the State within 45 days of the end of the fiscal year in which the expense was incurred will not be reimbursed by the State (State fiscal year is July 1 through June 30th).

The Contract Vendor shall work with the State to develop an acceptable format for the monthly invoice.

The Contract Vendor shall provide the name and contact information of the person with whom the State shall correspond regarding invoice and billing issues.

The Contract Manager will be Jim Skjeveland. He will be happy to work with the State. Should any invoice is considered incomplete or incorrect, CSD is aware that all invoices are subject to audit and adjustment at any time.

CSD will work closely with the State to develop a format acceptable to the state.

6.11 Access to Minnesota Relay Center

A. State Access to Center

The Contract Vendor shall allow the State's designee(s) complete and unimpeded access to the Minnesota Relay center on a 24 hour-per-day, 365 days-per-year basis. The State shall attempt to provide the successful responder with 24 hour advanced notice of intent to access the Minnesota Relay center. If 24 hour advanced notice is not possible, the Contract Vendor shall provide the State with contact information (phone, cell, pager) appropriate to ensure immediate access to the Minnesota Relay center.

The Contract Vendor shall allow the State's designee(s) access to observe staff training, testing, and relay call processing.

CSD confirms that the state's designee(s) shall have complete access to the Minnesota Relay center any time of the day, any day of the year. CSD appreciates the state's willingness to give CSD 24 hours notice to access the center. However, CSD will provide the state with contact information to ensure immediate access if 24 hours notice is not possible.

B. Performance Monitoring

The Contract Vendor shall permit the State's designee(s) to monitor all activities conducted by the Contract Vendor. Such monitoring may consist of evaluation of internal operating and management procedures, examination of program data, special analyses, on-site visits, formal audit examinations, or any other reasonable procedures.

The State may utilize and observe the Contract Vendor's technique for assuring the

accuracy of relayed communications, CA procedures, training procedures, office procedures and testing procedures. The State may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of, or advanced notice to, the Contract Vendor or the CA involved. Calls may be placed at any time, and will not be identified as test or monitoring calls. The State may ask consumers to maintain a written copy of relayed conversations to assist in monitoring.

CSD confirms that the State will be permitted to monitor all activities that occur in the Minnesota Relay center. CSD acknowledges that monitoring may consist of evaluation of internal operating and management procedures, examining of program data, special analysis, on-site visits, formal audit examination, or any other procedures deemed reasonable.

CSD will be happy to have the State utilize and observe CSD's techniques for assuring the accuracy of relayed communications, CA procedures, training procedures, office and testing procedures. CSD is aware that the State may arrange for test calls to test accuracy of relayed communications or other factors relating to full and equal access without permission or advanced notice to CSD or the CA involved. CSD acknowledges that calls may be placed at any time ad will not be identified as a test or monitoring calls. CSD confirms acknowledgement of the fact that the State may ask consumers to maintain a written copy of relayed conversations to assist with the monitoring.

C. Access to Minnesota Relay Offices by Telephone

Telephone calls to the Minnesota Relay center's business offices shall be answered "Minnesota Relay", followed by the name of the person answering the call or the appropriate department (i.e. "Minnesota Relay, this is Mary" or "Minnesota Relay Human Resources").

CSD currently answers the phone at all of their MN Relay offices (the Center as well as the CRO) by announcing,

"Minnesota Relay this is Nancy,
How may I help you?"

or like greetings. CSD will continue to do this with the new contract.

D. Written Communication

Letterhead used for Minnesota Relay businesses such as customer contact, shall be that of Minnesota Relay, not the Contract Vendor's business letterhead. The Contract Vendor's name or logo may appear as the provider of Minnesota Relay in smaller font to clearly indicate that it is correspondence from Minnesota Relay. Minnesota Relay letterhead is subject to the approval of the State.

CSD will use Letterhead that is purely Minnesota Relay. CSD is committed to working with the state in designing a letterhead that is acceptable to both parties.

6.12 Contract Manager

The Contract Vendor shall designate a Minnesota Relay Contract Manager to serve until the expiration of the Contract or the designation of a substitute Contract Manager. The State reserves the right to disapprove the Contract Vendor's designation of Contract Manager for cause. The State is not requesting a full-time account manager; the Contract Manager will simply serve as the main point of contact between the State and the Contract Vendor.

The Contract Manager shall be available to meet with the TAM administrator and/or other State departmental staff as requested to review and plan the services being provided under the Contract, and shall work with the State on Contract issues.

Information requested by the State is to be provided to the Contract Manager by all of the Contract Vendor's departments that support any area of Minnesota Relay in an expeditious and efficient manner to avoid the need for escalation of problems.

If requested, the Contract Manager shall provide additional information or reports regarding the services provided under the Contract for review by the TAM administrator.

In its proposal, the responder should identify the person it will designate as the Contract Manager if awarded the Contract, including the person's qualifications, experience, education and training.

The designated Contract Manager will be Jim Skjeveland. He is currently the Senior Vice President of Contact Center Services at CSD. He has the ability to work with all external organizations and subcontractors to ensure they receive prompt responses and fulfill results. Please refer to his resume under Tab U.

6.13 Transition Plan for Service Start-up

The commencement date for providing Minnesota Relay services is July 1, 2006. Responders shall provide a transition plan showing how they can meet that deadline and shall provide a statement that they can provide the complete service by that date.

The responder shall include in the plan details on how transition from existing service to the new service will be accomplished, and a time-line with critical dates for major steps in the implementation process from Contract award through full implementation. A more specific time-line will be required after the Contract is awarded.

The Contract Vendor may process calls through other centers during the transition period. As of 120 days after Contract start calls must be processed through the Minnesota Relay center (see Section 5.2). Inability to meet specified requirements may result in liquidated damages assessed in accordance with Section 8.7(A).

CSD is currently the provider for Minnesota Relay. Should the State select CSD as its provider, the continuation of TRS services will continue without interruption. In the event that CSD is not selected as your provider, CSD will work with the State towards a transition to a new provider.

6.14 Other Services

The description of services required in Sections 5.0, 6.0 and 7.0, is a minimum list. The responder may describe other services or service enhancements it offers or intends to offer during the term of the Contract that are not already described elsewhere. Other services or service enhancements not described in this RFP must be clearly labeled as such. The responder shall clearly distinguish between services and enhancements it already offers and those it intends to offer. Descriptions falling into the latter category shall include a conservative projection of when the responder believes it will roll out the described service or enhancement.

If the responder includes other services or service enhancements it already offers in its proposal, the responder shall include a cost proposal that excludes them, and a cost proposal that includes them. If the responder includes more than one other service or service enhancement it already offers, it shall separately price each such other service or service enhancement. The separate cost proposals shall be submitted in one envelope as provided in Section 3.3.

In an ongoing effort to continually improve CSD Relay services, CSD/Sprint is developing new services and service enhancements for future offerings to the relay

customer.

CSD and Sprint continues to develop new service enhancements such as "Automatic Call Forwarding to the Relay Call Center" and "On-line Access to Customer Preferences". The first new service enhancement is called Automatic Call Forward to the Relay Center.

The goal of this service enhancement is to provide seamless accessibility for relay calls. This service enhancement provides customers, not familiar with relay services, easier accessibility to place relay calls. A customer not familiar with relay services will be able to dial a relay customer's ten-digit phone number.

The relay customer has the option to forward incoming calls to the relay call center. Based on the customer's preferences, the relay agent would automatically setup the relay call and route the outbound call to the customer's second phone line. The estimated time to launch this service is 1st Quarter of 2007. This new service offering will be free to the customer and to the State of Minnesota.
The second service enhancement is called On-line Access to Customer Preferences. The goal of this service enhancement is to provide the relay customer easy access to his/her relay preferences. This service enhancement allows the customer to log into the internet and update his/her customer profile preferences on-line. In order to insure the confidentiality, the customer will be required to provide either a PIN or Password to view and update their account. The estimated time to launch this service is 1st Quarter of 2007. This new service offering will be free to the customer and to the State of Minnesota.

6.15 Transaction at Contract Conclusion

The State has a duty to provide Telecommunications Relay Services on a continuous basis. It is critically important that at the conclusion of this Contract, in the event a new Contract Vendor is selected to provide relay service in Minnesota, that the Contract Vendor cooperate fully with the State and the new Contract Vendor to accomplish a seamless transition. The Contract Vendor must agree to extend its best efforts in accomplishing that goal. All customer-specific information acquired or developed by the Contract Vendor in providing relay services under the Contract that relates to the provision of relay services in Minnesota shall be the property of the State. Upon a State request during a transition at the conclusion of the Contract, the information shall be provided to the State in a timely manner, in order to allow the new Contract Vendor to use the information to serve Minnesota Relay customers.

Customer Preference data shall be transferred to the incoming provider, in a usable

format, at least 60 days prior to the outgoing provider's last day of service.

In the event of a new contract vendor selection, CSD Relay will cooperate fully with the State of Minnesota and with the Contract Vendor. CSD Relay will provide a best effort to work with the new contract vendor to transition relay service in seamless fashion. Along with the transition of relay services, CSD Relay will be able to transfer customer preference data to the incoming provider in a mutually agree upon data format, 60 days prior to the outgoing provider's last day of service.

7.0 OUTREACH REQUIREMENTS

7.1 Outreach Program Overview

The Contract Vendor shall implement a comprehensive statewide outreach program to educate all people about, and promote, Minnesota Relay services. Each proposal shall demonstrate how the responder will maintain a continuing outreach program during the Contract period for the entire state of Minnesota and shall include an outline of the major points to be included in the outreach program. The outreach program shall include, but not be limited to distribution of informational pamphlets, consumer training, presentations, exhibitions, meetings with consumer organizations, and other similar forms of consumer contacts. The outreach program staff shall also serve as the point of contact for Minnesota consumers who have questions, concerns, complaints, commendations, etc. Outreach efforts shall be tailored to effectively target appropriate demographics, including deaf, deaf-blind, hard-of-hearing, late-deafened, speech-disabled, hearing consumers and businesses. The Contract Vendor shall work with the State in the development of outreach materials and programs.

CSD will implement a comprehensive statewide outreach program that educates all people about relay and promote Minnesota Relay services. In the past 10 years, CSD's outreach program has produced extraordinary results in terms of awareness and getting the word out about Minnesota Relay. CSD has been able to maintain outreach efforts over the years with ease because CSD's outreach staff is experienced and dedicated.

CSD will incorporate into the existing outreach plan the following:

- Distribution of Informational Pamphlets
- Consumer training information
- Presentations
- Exhibitions
- Meeting Plans with Consumer Organizations
- Specific Targeted Segments, such as big and small businesses, schools, nursing

homes, hospitals, PSAPS, and senior fairs

CSD's outreach staff will serve as point of contact for the deaf community and other Minnesota consumers regarding questions, concerns, complaints, and compliments they may have about Minnesota Relay. CSD is committed to participating in events and developing outreach efforts that target specific audiences such as the Deaf, Deaf-Blind, Hard of Hearing, Late Deafened, Speech Disabled, and hearing consumers.

CSD is proud of the excellence demonstrated by the outreach team and CSD is committed to working with the state to continue to develop materials and programs that promote the Minnesota Relay service.

7.2 Annual Outreach Plan and Monthly Outreach Activity Reports

The Contract Vendor shall provide the State with an annual outreach plan and monthly outreach activity reports in accordance with Section 6.9(I) and (J).

CSD will comply with this requirement and provide the state with an Annual Outreach Plan in addition to providing a monthly outreach activity report in accordance with Section 6.9(I) and (J). CSD will include in it's annual outreach plan details for outreach goals, activities, advertisements, public relations activities, and outreach materials for the coming contract year. The Annual Outreach Plan will incorporate all mandatory requirements as outlined in the RFP. In addition, CSD will incorporate new concepts that the state may be interested in. Should there be any changes to the Annual Outreach Plan that is significant, CSD will work with the state and submit an amendment to the State for approval.

CSD will comply with submitting a Monthly Activity Report to the State no later than the 15th of the following month. The outreach report will be developed with State input and shall be revised as suggested by the State. This report exceeds the RFP requirements and will be submitted to the state in an electronic format acceptable to the State. This report contains name and address of outreach activity location, type of presentation or activity, number of participants, and if applicable, contact name, address, phone number, email address and any other information requested by the state.

7.3 Minnesota Relay Consumer Relations Office

The Contract Vendor shall provide the statewide community and business outreach program via a Minnesota Relay Consumer Relations Office (CRO). The Contract Vendor shall use the existing state-owned, nationwide toll free number (800-657-3775) for the CRO.

Over the past 10 years, CSD is fortunate to have the opportunity to operate the Minnesota Relay Consumer Relations Office. This office provides state wide community and business outreach programs. If selected as the provider for Minnesota Relay, CSD will continue to operate the CRO office its present location. Currently, the CRO office utilizes the state-owned toll-free number: 800-657-3775. However, the phone number is not a "nationwide" toll-free number. It's owned by the state and thus toll-free calls are restricted to those calling from within the State of Minnesota. The State may want to consider changing this to a true "nationwide" toll-free number.

The Contract Vendor shall supply all necessary resources to allow the CRO to provide comprehensive and effective outreach programs. Resources shall include but not be limited to: adequate travel budget, office furniture, office equipment (computers/software, printer, fax machine, photo copier, telecommunications devices, etc.), computer support, office supplies, services (telecommunications, Internet access, sign language interpreters, education and training, etc.); and outreach materials (demonstration equipment, laptop computer, overhead or PowerPoint projector, overhead or PowerPoint presentations, television and VCR, etc.). The Contract Vendor shall also provide a secure location for CRO staff to store confidential program information.

CSD will provide all necessary resources in order for the CRO to function efficiently and be able to provide comprehensive and effective outreach programs. Currently the CRO Office has received resources from the State. CSD, in addition will provide technical support for the office to ensure efficient operations. All resources, staff offices will be located in a secure location and confidential program information will be protected.

The CRO shall answer all phone calls as "Minnesota Relay Consumer Relations Office". Letterhead used for all CRO correspondences shall be that of Minnesota Relay, not the successful responder's business letterhead. The Contract Vendor's name or logo may appear as the organization under Contract for the operation of Minnesota Relay in smaller font to clearly indicate that it is correspondence from Minnesota Relay. Minnesota Relay letterhead is subject to the approval of the State.

CSD will ensure that the CRO office will answer incoming telephone calls, in all communication modes, by saying "Minnesota Relay Consumer Relations Office." CSD will utilize CRO letterhead and envelopes. CSD will work with the state on developing letterhead layout and seek approval from the State. CSD understands the state requirement not to include CSD information on the letterhead. CSD will comply with the state requirement that CSD's logos appear smaller than any State logo or information. CSD will make sure that all printed items are reviewed and approved by the State.

Responders shall indicate where the CRO office(s) will be located.

If awarded the contract CSD will continue to operate the current CRO office at:
1st National Bank Building
332 Minnesota Street, Suite E1330
Suite East 1330
St. Paul, Minnesota 55101

This location is ideal, located in downtown St. Paul, which is close to where a high percentage of initiated relay calls are made. This location makes it convenient for users to contact or visit the CRO. Its also located close to the TAM and TED offices, and the Metro Deaf School.

7.4 Minnesota Relay Consumer Relations Office Staff (Outreach Specialists)

While conducting Minnesota Relay outreach, CRO staff shall not commingle duties with other business operations performed by the Contract Vendor, including the promotion of other business operations and/or Telecommunications Relay Services available but not contracted for by the State. At least one outreach specialist shall have the ability to sign fluently to ensure full understanding and communication with deaf users.

CSD understands the importance of not commingling duties with other business operations as performed by the CRO staff. CSD will instruct the CRO staff to refrain from promoting or engaging in other business operations including Telecommunications Relay Services available but not contracted by the state. CSD will insure that at least one outreach specialist possess the ability to sign fluently and is able to understand and communicate smoothly with deaf users.

CSD is pleased to report that for the past 10 years of CSD's Minnesota Relay and Customer Relations Office has been staffed by several deaf and hard of hearing people. In particular, Mr. Jerry Pouliot, a CRO employee, is deaf, able to sign and can fluently understand the needs communicated to him by Deaf and hard of hearing consumers. Ms. Trich Shipley is also able to sign and can understand, via the TTY or in person, the needs of our Deaf and hard of hearing consumers, as well as speech impaired consumers. CSD is pleased to acknowledge that both Ms. Shipley and Mr. Pouliot are doing an outstanding job of serving the CRO office.

Responders shall demonstrate how CRO staff will meet the following requirements:

1. *Be available via Internet access.*

   CSD will insure that CRO staff are available via email and have access to the internet/web.

2. *Have appropriate initial and continuing training to ensure they are knowledgeable of, and experienced with, all forms and functions of Minnesota Relay services.*

   CSD will make sure that the CRO has the appropriate, ongoing training to ensure that the CRO Staff are knowledgeable and experienced with all forms and functions of the Minnesota Relay services.

   CSD will make every effort to provide training and updates on all technological advancements.

   It is CSD's practice to send employees to conferences across the country to become knowledgeable and aware of the latest available technology that impacts the TRS industry. For example, current CRO Staff (CSD employees) has attended SHHH national conferences, the National Association of Relay Administrators conferences, Sprint's STARs conferences, and TDI conferences.

3. *Be familiar with the various telecommunications devices that may be used to access Minnesota Relay so they can provide consumer training.*

   CSD will be sure to educate CRO Staff on the various telecommunication devices that are used to access the Minnesota Relay service. CSD also provides ongoing consumer outreach training. During the past 10 years, CRO staff periodically met with Telecommunications Equipment Distribution (TED) staff to become familiar with all existing and emerging technology and telecommunication devices that may be used to access Minnesota Relay, hence providing consumers with the most up to date information available. In addition, CRO staff uses various telecommunication devices on a frequent (or daily) basis.

4. *Have a comprehensive understanding of Title IV of the Americans with Disabilities Act, FCC 47 C.F.R. § 64.601 - 64.605, and Minnesota Statute § 237.50 – 237.56.*

   CSD understands the importance of having a comprehensive understanding of Title IV of the Americans with Disabilities Act, FCC 47 C.F.R. § 64.601 - 64.605, and Minnesota Statute § 237.50 – 237.56.

CSD will ensure that the CRO Staff is aware of the acts mentioned above. CSD's current CRO Staff have working knowledge of the items associated with Title IV. CSD will make sure that all CRO Staff have read (and understand) Title IV of the Americans with Disabilities Act FCC 47 C.F.R. § 64.601 - 64.605, and Minnesota Statute § 237.50 – 237.56, a hard copy is available for their reference in the office for when questions arise, or when consumers request a copy.

5. *Answer consumer questions and concerns regarding Minnesota Relay services.*

CSD will answer consumer questions and concerns regarding the Minnesota Relay service. CSD is committed to providing materials and opportunities to CRO Staff to promote features and train consumers.

6. *Explain procedures for filing a complaint or commendation regarding Minnesota Relay.*

CSD will implement the following:

- All Minnesota complaints and compliments will be routed through the CRO office by an on-line system called "Customer Service Live" (CS Live). The CS Live is offered by our technical partner, Sprint.
- The 24-hour customer service telephone number, appropriate center staff, and CRO St. Paul staff will have access to the system.
- Any contact that enters Minnesota as the "State Relay Called" is automatically routed to the CRO office for follow up and documentation.
- This information is reported on monthly, yearly (fiscal and annual) basis, and as requested to the TAM Administrator.

7. *Receive, document, track, resolve and report consumer complaints in accordance with the requirements specified in Sections 6.7 and 6.9(B).*

CSD will comply with this as described in number 6, above and Section 6.7 and 6.9(B).

8. *Receive, document and report commendations in accordance with the requirements specified in Sections 6.7 and 6.9(B).*

CSD will comply with this requirement by implementing the same procedures as

described in number 6 above. CSD welcomes commendations and consider this as an important tool to raising morale and motivation among the employees who provide Minnesota Relay services. CSD makes it a practice to create commendation certificates to give to the recipient and a copy posted on the "Commendation Board" in the relay center. CSD will be more than happy to report commendation in accordance with the requirements of 6.7 and 6.9.

9. *Contact organizations to schedule presentations and/or to provide them with written information on Minnesota Relay services.*

CSD understands the importance of scheduling presentations and providing informational materials to organizations across the state. CSD will comply with this requirement by encouraging CRO Staff to make such efforts. In CSD's 10 year history with the CRO Office, we have extensive experience with doing various avenues of outreach.

CSD will make sure that the CRO staff responds promptly to incoming correspondence from consumers who have heard about relay features and want more information, which often results in gaining more opportunities to provide presentations to individuals and groups.

10. *Provide outreach and training services statewide.*

CSD will provide outreach and training services statewide by scheduling presentations, exhibiting at appropriate fairs and exhibitions, conducting "drop –in" outreach, accessing media coverage when available, and coordinating outreach efforts with other agencies when appropriate. Areas to target are researched on the computer, organizations are called and appointments for presentations are scheduled, "drop-ins" – in the area of our designated outreach are conducted and any referral from the above is scheduled.

11. *Appropriately tailor presentations to meet the specific and unique needs of audience.*

CSD will tailor presentations to meet the needs of the audience presented to. Consumers with cognitive delays may need a more simplistic explanation of services, while a more adept audience, such as business and health care professionals, may benefit from a more detailed explanation of the material. CSD has a 10 year experienced CRO staff that has consistently shown the ability to distinguish audience

needs and provide an appropriate approach to presentations. CSD will ensure that CRO staffs have previous experience and training in the fields of special needs populations. CSD's current CRO Staff, Trich Shipley and Nicole Nelson have acute listening (and revoicing) skills to work with speech impaired (and hard of hearing) consumers.

12. *Explain procedures for using Minnesota Relay services.*

CSD CRO staff will explain Minnesota Relay services tailored to fit the audience that staff is addressing. During all presentations (one on one, over the telephone, at a booth, or during a presentation), a general concept regarding relay is given to our consumers (e.g. we explain the concept of relay, the laws surrounding relay/ADA, availability of the services 24/7, who pays for the service/surcharge, who provides the service, who oversees the service provider/state information provided, and how it will benefit their lives. CRO staff then continues to explain specifics tailored to fit the needs of the consumer: if addressing STS consumers: how to access STS or how to work with a STS CA is covered. If working with a CapTel consumer, how to program the phone, how it works in your home versus at work, how to connect the telephone, how to use the telephone without captions, how a person returns your call, etc. are all areas covered.

CSD CRO staff will have experience in explaining all Minnesota Relay services to consumers via the telephone (or TTY), via email, during one-on-one trainings, at exhibitions, and to small/large audiences during presentations (in ASL when appropriate).

All CSD CRO staff will be extensive users of Minnesota Relay services and therefore be able to personally and professionally explain any aspect of each feature provided. Major points of CSD CRO staff will explain Minnesota Relay services are also provided in our response to Section 7.5 B and C.

13. *Explain common problems experienced by relay users and how to resolve these issues.*

Common problems in customer service in general in many other companies (not necessarily relay industry related) is that customer service personnel do not know their product well, therefore, when the consumer does not know how to properly articulate their issue, or does not know industry terms, their problems are not solved; instead, they are further frustrated.

CSD TRS employees have extensive experience in the relay industry. Many times, when consumers start to explain a problem, CSD employee will know the answer before the consumer finishes communicating the problem. Our consumers do not need to be "educated" to ask a question or use the correct verbiage for our staff to understand the issue and help rectify it.

It is CSD's experience that most common problems experienced by consumers are not really problems with the relay at all, the actual problem is that the consumer doesn't understand the relay or the law, and they are not able to recognize the difference between the system working and the consumer just simply not liking the way the system works. For example: A common problem for hearing people is that they want to involve the CA in the conversation and have a conversation with the CA in addition to having a conversation with the person they are on the telephone with. Once the CRO staff explains the laws, confidentiality, etc., the hearing consumer then understands that the relay is in compliance and functioning the way it should be. CRO staff has gone into people's homes and their places of employment to experience any issues they have had first hand and to walk them through solutions that are satisfactory to the consumer.

14. Explain the 7-1-1 dialing shortcut and other Minnesota Relay phone numbers.

CSD CRO staff will explain the 7-1-1 dialing short cut to business differently than to consumers calling the relay from home. Business Private Branch Exchange systems or Automatic Call Distribution systems must be programmed in order to allow three-digit dialing before 7-1-1 is accessible. On ample occasions, CSD has worked with business management staff to ensure successful programming of their telephone systems. CSD CRO will explain to people the reasoning behind the implementation of 7-1-1 (ease of use for children, ensuring hearing people will return calls with the relay since 7-1-1 is easy to remember, and to ensure a connection of a relay upon travel). CSD personnel was influencial, and in Washington D.C. at the FCC during the creation phase of 7-1-1.

15. Explain procedures for submitting Customer Preference information.

CSD CRO staff will provide a form and information on where to send the form so it is entered on the network. CSD CRO staff frequently fills out the forms for consumers who appear intimidated or overwhelmed by dealing with the topic. CSD will explain to new consumers who are mostly not aware that Customer Preference

information is available.

16. *Explain how users may request their long distance carrier of choice (COC) via their Customer Preference information or by a direct request to the CA at the time of the call.*

Minnesota Relay consumers can and will be able to inform the CA at the start of their call that they want to use their Carrier of Choice (e.g. Sprint, AT&T, MCI, etc.). When conducting outreach to new consumers, they are told that they must inform the relay (either on line at the start of each call or by filling out a Customer Preference sheet) regarding the long-distance provider they wish to use. This information is also provided during presentations and other outreach opportunities.

17. *Encourage all users to call 9-1-1 in the event of an emergency.*

During all presentations and trainings, CSD CRO staff will encourage all consumers to dial 9-1-1 directly using their standard telephone, during an emergency instead of using any relay numbers. This is to ensure all emergency calls are routed directly to the caller's local emergency center where staff there can determine the caller's precise location, therefore expediting help to the individual. CSD explains this to consumers in simple terminology. When dealing with people in the industry, it is described using industry terms such as "ANI" information will present itself to the consumers "local PSAP," therefore allowing quick and accurate dispatch of emergency assistance.

18. *Distribute Minnesota Relay brochures and informational packets.*

CSD will distribute Minnesota Relay brochures and informational packets to all who could potentially benefit from this information, including seniors, educators, care-givers, doctors, audiologists, speech and language pathologists, students, and all those afflicted with conditions where use of Minnesota Relay services could be of great benefit to them, as well as family and friends of these individuals. All available avenues of distribution, including presentations, booths at fairs and expos, phone calls, mailings and emails to interested individuals and members of targeted groups, as well as random distribution to appropriate individuals we may encounter in the community during our non-working hours.

19. *Be familiar with the availability and functions of the Minnesota Telephone Equipment Distribution (TED) Program, and distribute TED Program brochures and*

applications to consumers as appropriate. (Brochures and applications will be provided to the CRO by the TED Program).

CSD CRO staff will be familiar with the availability and functions of the Minnesota TED Program. CSD CRO will periodically meet with TED staff to learn about existing and emerging technology and telecommunication devices available through the TED program. CSD CRO staff will distribute and explain TED applications and information during outreach activities, because the many relay features are unusable without specialized equipment. CSD CRO staff will refer consumer to TED specialist servicing his/her county. TED currently provides the CSD CRO with the TED applications; CSD CRO staff will contact TED personnel to replenish the stock as necessary.

20. *Coordinate joint outreach with the Minnesota Telephone Equipment Distribution Program when appropriate.*

CSD CRO will be familiar with statewide TED specialists and the counties they serve, allowing for referrals to get the equipment they need as expediently as possible. CRO staff will distribute TED applications and information during all outreach activities. CSD CRO staff will be willing to coordinate our efforts with TED staff as often as possible. Periodic meetings will occur between CRO and TED staff to update each other.

21. *Maintain an outreach database that includes the name and address of outreach activity location, contact name, contact phone number, e-mail address, type of presentation or outreach activity, number of participants, date and purpose of follow-up contact(s), and any additional information requested by the State. The outreach database shall be transferred in an electronic format to the State upon termination of this Contract.*

CSD CRO will maintain and update monthly an outreach summary database, in a format created by the State, that includes the name and address of outreach activity location, contact name, phone number (when available), email address (when available), type of presentation or outreach activity, number of participants, and any additional information requested by the State, such as individual trainings conducted. Follow up contacts frequently occur when another presentation is requested by an individual or group, or drop in outreach results in full presentation requests for groups or individuals.

22. Serve as outreach liaison to the State. Work closely with, and under the direction of the TAM administrator to ensure outreach goals are met and that outreach activities are comprehensive, appropriate, and serving the best interest of Minnesota consumers.

CSD's employee, Trich Shipley, has been serving as the outreach liaison to the State for many years. Ms. Shipley enjoys working with and receiving direction from the TAM administrator to ensure outreach goals are met and that outreach activities are comprehensive, appropriate, and serving the best interest of the State and relay consumers. If selected as the provider, CSD anticipates Ms. Shipley to continue in this role.

23. Attend meetings and provide presentations upon request by the State.

CSD CRO outreach will attend meetings and provide presentations whenever requested by the state.

24. Notify TAM administrator of promotional events planned for groups of 50 or more people.

CSD will notify the TAM Administrator of events planned for groups of 50 people or more.

25. Explain the relationship between the TAM program within the Minnesota Department of Commerce as the provider of Minnesota Relay services and the successful responder as the organization under Contract for the operation of Minnesota Relay and the Minnesota Relay Consumer Relations Office.

CSD's Consumer Relations Office will emphasize the importance of the Telecommunications Access for Minnesota (TAM) to develop and administer programs such as the Relay Services and Equipment distribution programs within the state of Minnesota. These programs as a part of the Department of Commerce ensure the accessibility and functional equivalency of all programs and services state wide.

It will be explained that CSD as the contracted organization and a consumer organization is able to work in partnership with TAM and the Department of Commerce to provide a quality of service that is second to none. CSD ensures that the delivery of the service is second to none and that the awareness of the services in which the state provides is such that every consumer is knowledgeable of the services

we provide. CSD CRO as well as TRS Operations are the organizations that the state believes through their RFP process is the best at what they do throughout the nation.

7.5 Outreach Activities

The Consumer Relations Office shall perform a minimum of 30 outreach activities per month. Outreach activities should include, but not be limited to, the following:
1. Conducting one-on-one training sessions for individuals who are having trouble using specialized telephone equipment (e.g. TTY's, amplified telephones, Voice Carry Over telephones, captioned telephones).

CSD CRO will conduct one on one training sessions with consumers who are having equipment issues. Proper procedures for using the equipment are talked about, to make sure the consumer is not making an error in using it, Assisting the consumer with contacting the distributor of the equipment, (if defective) is also an item CSD CRO staff works on with consumers. One on one presentation are also offered to people in general, not limited to consumers having trouble.

2. Conducting presentations, demonstrations, and training for deaf, deaf-blind, hard-of-hearing, late-deafened and speech disabled persons as well as their friends, family and caregivers.

CSD CRO staff will conduct presentations, demonstrations and trainings of relay services to all who could potentially benefit from this information, including the Deaf, Deaf-Blind, hard of hearing, late deafened, speech disabled, and all those afflicted with any other conditions where use of Minnesota Relay services could be of great benefit to them, as well as family, friends and caregivers of these individuals. CSD CRO staff will use available avenues of distribution, including presentations, booths at fairs and expos, phone calls, mailings and emails to interested individuals and members of targeted groups, as well as random distribution to appropriate individuals we may encounter in the community during our non-working hours.

3. Conducting presentations, demonstrations, and training for voice users, businesses, organizations and schools.

CSD CRO staff will conduct presentations to voice users, businesses, organizations and schools and CSD CRO staff will use available avenues of distribution of information, including presentations, individual demonstrations, booths at fairs and expos, phone calls, mailings and emails to interested individuals and members of targeted groups, as well as random distribution to appropriate individuals we may encounter in the community

during our non-working hours. The largest outreach conducted to hearing individuals during the year is during the Minnesota State Fair booth as required in 7.5 D.

4. Conducting "drop-in" visits at appropriate organizations. Outreach specialists shall stop by other organizations located in the same area that a scheduled presentation is being given and offer "on the spot" training and relay outreach informational packets to appropriate individuals within the organization.

Created by current CSD CRO staff member, Nicole Nelson, the "drop in" concept of outreach has allowed staff to reach more organizations and businesses with relay information statewide. When a presentation is scheduled for a particular location, be it in the metro area, or somewhere outstate, CSD CRO staff researches names and addresses of appropriate organizations in the vicinity, and "drops in" to provide a brief explanation, an informational packet, and contact information for obtaining more information from the CRO. For a staff of three challenged with providing information to the entire state of Minnesota, this approach has proven to allows us to reach more organizations and individuals by better using our time and resources.

5. Conducting presentations to American Sign Language class students.

CRO relay presentations are a permanent part of the ASL 1 classes at: the U of M, Minneapolis, Anoka Ramsey Community College, MCTC Mpls and Technical College, North Hennepin Community College, St. Cloud Technical College, St. Cloud College of St. Scholastica, Edina High School, Eden Prairie High School, Highland Park Jr. & Sr. High School, Irondale High School, Lakeville Sr. High School, Minnetonka High School, Oltman Jr. High School, Park High School, Roseville High School, St Cloud Technical High School, St. Louis Park High School, White Bear Lake High School, Woodbury High School and Wayzata High School. CSD CRO staff will work on obtain more locations. In addition, CSD CRO staff works with children in the Metro Deaf School.

6. Maintaining regular contact with and provide training to persons and agencies in a position to assist and refer potential relay users including, but not limited to, Department of Human Services, Department of Human Rights, Department of Veterans Affairs, Department of Education, State Council on Disabilities, State Services for the Blind, Minnesota Board on Aging, Minnesota Commission Serving Deaf and Hard of Hearing People, Minnesota WorkForce Center, Independent Living Council, Minnesota Telecom Alliance, West Central Telephone Association, emergency services providers, health care providers, medical facilities, social workers, deaf and hard-of-hearing associations and clubs, community action programs, educational facilities serving students with hearing

disabilities, rehabilitation services, senior centers, assisted living facilities, libraries, religious organizations, and major employers.

CSD CRO staff will have regular contact with (but not limited to) the Department of Human Services, Department of Veterans Affairs, the Department of Education, State Council on Disabilities, State Services for the Blind, Minnesota Board on Aging, Minnesota Commission Service Deaf and Hard of Hearing People, Minnesota WorkForce Center, Independent Living council, ample health care providers, ample medical facilities (Mayo included), ample social workers, ample deaf and hard of hearing associations and clubs, community action programs (Deaf Global Connection), educational facilities service students with hearing disabilities, rehabilitation services, ample senior centers, ample assisted living facilities, ample libraries, religious organizations, and major employees (3M). CSD CRO staff will have regular contact with, but not limited to, Department of Human Rights, Minnesota Telecom Alliance, West Central Telephone Association, and emergency service providers.

7. Providing and staffing booths at exhibitions, conferences, and fairs.

CSD CRO staff will staff and provide booths at functions where targeted populations are apt to attend, such as Senior Fairs, the Minnesota State Fair, as well as conferences for care-givers, educators, health care professionals and others.

8. Attending consumer social events (deaf, deaf-blind, hard of hearing, late-deafened and speech disabled), with the expressed purpose of soliciting consumer feedback, answering questions, and providing information on Minnesota Relay services. Social event outreach shall be limited to no more than one (1) event per month.

CSD is the largest non-profit Deaf run consumer based organization in the world. All personnel are acutely aware of the needs of the Deaf community and how the community operates. The most effective way to disseminate information into the Deaf community and obtain feedback from consumers is to attend Deaf social events. The CRO is often invited to attend consumer social events with the expressed purpose of soliciting consumer feedback, answering questions, and providing information about the Minnesota Relay. CSD CRO office will comply with the requirement of limiting social outreach to no more than one (1) event per month.

9. Attending a minimum of one Deaf and Hard of Hearing Services Division Advisory Committee meeting per region, per year. There are currently six (6) regional advisory committees.

CSD CRO staff will attend a minimum of one Deaf and Hard of Hearing Service Division Advisory Committee meeting a year.

First Proposal Clarifications/Corrections *47. Page 413 [Section 7.5 (9)]. CSD states that "CSD CRO staff will attend a minimum of one Deaf and Hard of Hearing Service Division Advisory Committee meeting a year."*

The RFP requirement is to attend one Deaf and Hard of Hearing Service Division Advisory Committee meeting per region, per year, for a total of six (6) meeting per year. Please clarify if CSD will meet this requirement to attend 6 Deaf and Hard of Hearing Service Division Advisory Committee meeting per year.

CSD's Response: CSD will attend one meeting per region for a total of six (6) meetings in a year to ensure all regions are represented.

10. Create opportunities for television and radio news coverage, such as appearances on early morning and noon news programs and on local cable television programs.

CSD CRO staff will explore innovative avenues for distributing relay information via various media sources. CSD will distribute information to local papers whose circulation is in the many thousands and who will run a story about relay services. CSD CRO staff will also share relay information by setting up and being interviewed by local cable news programs, local radio programs, as well as local network affiliates.

Responders shall provide information on staffing the CRO to meet objectives, and should include an outline of the major points to be included in the development and execution of basic outreach activities.

Should CSD be selected as the Minnesota Relay provider, CSD anticipates the current staffing of the CRO Office will remain the same. The current staff of the CRO offers a combined 57 years of experience with the Deaf community, the relay industry, and working with people who face many physical barriers accessing telecommunications. All below staff have demonstrated that they are able to tailor their presentations (or information) to match that of their audience; and they are able to show the utmost respect when dealing with difficult situations such as working with consumers with various cognitive (e.g. dementia), behavioral (e.g. inappropriate verbal responses), and environmental (e.g. personal hygiene and or residence cleanliness) issues.

Trich Shipley, Sr. Manager, has worked for the Minnesota Relay since inception of the program nearly 17 years ago. Ms. Shipley has more experience in the TRS industry than any one on an international level. Ms. Shipley has worked on relay issues in Washington DC with staff of the FCC; created outreach programs that have become the model for other state's consumer relations offices; and she has been a point of contact with every relay administrator for the State of Minnesota since 1988.

Jerry Pouliot, Outreach Manager, has been a part of the CRO team for over eight years. In addition, Mr. Pouliot has been working in the Minnesota Deaf community for 35 years; he was a former state employee who provided assistance to relay consumers; and is a relay consumer himself. Mr. Pouliot's outreach efforts have been recognized by the Executives of the Minnesota Registry of Interprets for the Deaf, and the Self Help for Hard of Hearing organization. The Gordon Allen Community Award was presented to Mr. Pouliot in 1999 for CRO outreach efforts and productive service toward the advancement of deaf people in Minnesota.

Nicole Nelson, Outreach Specialist, has dedicated her time to the CRO for the past five years; she is the creator of the "Drop In" concept that is a requirement in this RFP in section 7.5 B. 4 and responsible for much of the positive outcome of our ground-breaking STS and CapTel outreach. Reports from relay consumers have stated that Ms. Nelson's passion for outreach and unsurpassed enthusiasm toward people have actually been the reason why they tried new services (STS/CapTel).

Three people are necessary to conduct outreach in our great state. Minnesota is comprised of 87 counties ranging from the smallest population of 4,134 (Traverse County) to the largest county of 1,116,200 (Hennepin County). In 2004, an estimated 13,255 miles were driven by CRO staff to conduct outreach. Minnesota needs a team of people who know the state, Nicole Nelson is from outstate Minnesota and very familiar with small town Minnesota functionality.

In order to meet the RFP outreach objectives, it is to the state's advantage to have the CRO staff experienced and able to relate to Minnesota Relay target audience. The current CSD CRO staff has the experience working and living in the Deaf and hard of hearing community and looks forward to continuing this effort.

CSD CRO staff specialty is development and execution of all outreach activities, not just basic outreach. Dr. Bob Segalman (creator of STS) has applauded the outreach efforts created and executed by CRO staff and uses the Minnesota CRO staff as an example when dealing with the FCC and other state's programs.

Between the dates of August 1996 (inception of the CRO) and September 2005, 4,445 presentations have been conducted for 196,892 people (this does not include the thousands of people reached by PSAs, newspaper or magazine articles, or televised outreach campaigns)!

Major points that are included in basic outreach changes slightly depending on the audience. A general outline of the major points that are included are:

Outline:

- Relay 101, What is it and how does it work
- How to place/receive a call
- Pertinent Video
- 24/7 operation
- No cost/Long Distance
- Total Confidentially
- ADA and State Laws
- Who provides the relay (DoC oversees contract with vendor)
- Surcharge information
- VCO Information
- CapTel Information
- STS/HCO
- Customer Service
- Call Demonstration
- Questions and Answer Time

A. Business Outreach

The Contract Vendor shall provide a comprehensive outreach plan to educate Minnesota businesses on taking and placing relay calls, thus reducing or eliminating the hang ups that Minnesota relay users experience when conducting business by phone. Responders shall include an outline of the major points to be included in the development and execution of a statewide business awareness outreach program.

CSD CRO staff divides the state by counties, complying several counties to become, for example, "Area One." Using phone books, the Internet, and contacts that we have established over the years, staff identifies business in the area, schedules a presentation by calling the business in the area who employees the largest amount of people in Area

One, conducts the presentation, then conducts drop ins. A map of all the business in the area is generated via the information we input into the computer that we have researched. Staff follows the map, conducts "drop ins", and while conducting drop ins, we solicit further outreach opportunities. Then staff applies the above comprehensive outreach plan to Area Two and so on. Area one can be revisited in the future because so many business close and new ones open, thus invited further opportunities in Area One to provide outreach.

Major points that are included:

- Relay 101: Introduction to the Minnesota Relay -What to do when you get a call -What to do when you need to return a call -Charges associated with Relay
- 24/7 access
- Provider Information
- ADA Information
- State Information
- Funding Source (surcharge information)
- Confidentiality
- Relay video (if staff has time)
- Distribution of relay brochures
- Demonstration (if staff has time)
- Customer Service Information
- Answer consumer questions

First Proposal Clarifications/Corrections *48. Page 417 [Section 7.5 (10)(A)] and Page 427 [Section 7.6 (2]. For Business Outreach, the State is looking for an aggressive campaign to educate businesses on the Minnesota Relay, train businesses to make and receive Minnesota Relay calls, and provide businesses with the knowledge, awareness and confidence to connect with consumers who may be placing and receiving Minnesota Relay calls in order to engage their businesses' services.*

We would like outreach efforts to extend to as many businesses as possible throughout the State, not just those who employ the largest amount of people. Outreach should extend even to small businesses, especially those who provide services where consumers would need to contact them via the telephone to receive services (e.g. take-out-food, pharmacies, auto shops, department stores, medical facilities, etc.) The State would like to have available a "Relay Partners" outreach program such as that found in Maryland, Florida, Massachusetts, Virginia, etc. This would also require business informational packets to contain more than just a brochure and business card.

Would CSD be able to provide the Business Outreach outlined above?

CSD's Response: It is CSD's intention that the CRO in St. Paul will work with other programs such as Maryland and Florida, and gather the necessary input to organize and implement such a program in the state of Minnesota. This program would require the development of materials and education of businesses. Since this is done in partnership with the state, we'll work together to develop materials to allow this program to be a success in educating businesses on the value of relay services in the state of Minnesota. This is still an area that requires a great deal of outreach and CSD agrees with the state of Minnesota that this type of program can greatly benefit us in promoting TRS services.

B. Speech-to-Speech Outreach

Speech-to-Speech (STS) outreach activities shall include, but not be limited to, the following:

CSD recognizes Minnesota as one of the few states that wanted an aggressive and successful STS outreach program. Dr. Bob Segalman, founder (and consumer) of STS, was involved, as many as many speech impaired community leaders in a Minnesota-held and sponsored Focus Group to create ideas on how to penetrate this ground-breaking outreach concept. The speech impaired community needs to be approached differently than the Deaf and hard of hearing because their needs and lifestyle varied greatly from the traditional relay consumers. Therefore, the concept of one-on-one outreach was created. After CRO staff spent hours with Dr. Segalman, and the TAM Administrator, new hiring efforts began to find outreach specialists who would help the CRO program reach new consumers. Individuals, who also became consumers, from the speech impaired community where hired to assist in call demonstrations; Nicole Nelson was hired, on a contractual basis, to conduct outreach on a one-on-one level and to businesses. Trich Shipley and Nicole Nelson's ideas on how to reach this community became so successful that other states used the CRO STS outreach model to emulate.

1. *Contacting organizations (hospitals, nursing homes, and rehabilitation facilities) to schedule presentations and/or to provide printed materials on STS.*

   CSD CRO staff will continue to research and disseminate STS information and provide presentations to organizations and facilities which cater to those with speech impairing conditions, such as hospitals, nursing homes, home health care organizations, rehabilitation facilities, speech and language pathologists, group homes, schools, and others. CSD CRO staff frequently meets with representatives and

members of organizations which assist those with Cerebral Palsy, Parkinson's, Multiple Sclerosis, Ataxia, Aphasia and other conditions which may impair a person's speech.

2. *Performing one-on-one training with first time STS users, personal care attendants and speech pathologists.*

   CSD CRO staff will conduct individual training sessions with persons with speech disorders. Whenever possible, we will demonstrate the service in person, explain all procedures and provide encouragement to a person who may be overwhelmed with the information at first. Many times, care-givers, teachers and or speech pathologists are present during demonstrations, allowing them the education to continue to assist the individual with continuing to use STS.

3. *Conducting training and providing information to ensure that usage of STS relay is fully incorporated in the Individual Education Plans (IEPs) of all speech-disabled persons within Minnesota's public and private school systems.*

   CSD CRO staff will conduct training and provide the necessary information to users of STS relay in order to ensure that this is fully incorporated into the IEPs of speech-disabled persons within the Minnesota's public and private school systems.

4. *Conducting "drop-in" visits to speech-disability related organizations.*

   CSD will conduct "drop in" visits to dispense brochures and information to the staff, thus increasing the number of people and organizations informed about this vital service.

Responders shall include an outline of the major points to be included in the development and execution of a statewide STS outreach program.

The current CSD staff of the CRO created ground-breaking STS outreach that is currently being successfully executed.

- Research names and locations of organizations serving individuals with speech impairments.
- Contact organizations by phone, mail, email, or in person (drop in) to dispense information and or to schedule a presentation for groups or individuals.
- Investigate opportunities within local media sources to assist in dispensing

information on a statewide level.

- Presentations will include all information to allow persons to obtain a working knowledge of STS procedures. Major points:

  The STS access number (1-877-627-3848)
  - 24/7 access hours
  - How STS works
  - Who can benefit
  - Special instructions for the CA
  - Instructional video, brochures, and TED applications
  - Call demonstration when possible
  - Customer database profile
  - Confidentiality
  - ADA/State Laws
  - Funding source (explain relationship with DoC/TAM and CSD)
  - Demonstration
  - Customer Service information
  - Answer consumer questions

C. Captioned Telephone VCO Service Outreach

Captioned telephone VCO outreach activities shall include, but not be limited to, the following:

CSD CRO staff participated in specialized outreach training in Wisconsin at the Ultratec center to ensure that all staff is proficient at utilizing the equipment and the service.

1. *Contacting organizations (medical professionals, nursing homes, senior centers, social services, private employers, etc.) to schedule presentations and/or to provide printed materials on captioned telephone VCO service.*

   CSD CRO staff will research, contact, schedule presentations, and provide printed information to organizations and individuals who would benefit from knowledge about Captioned Telephone VCO Service, such as senior centers, senior residences, assisted living residences, audiologists, social workers, hospitals, nursing homes, educators, libraries, and businesses.

2. *Performing one-on-one training with first time captioned telephone VCO users.*

CSD CRO staff will provide individual training sessions to people interested in obtaining, or have already obtained a Captioned Telephone. These individual training sessions usually occur at a person's home or workplace. CSD CRO staff will explain the service extensively. CSD CRO staff will show how to obtain a CapTel and then guides the person through a practice call (or several) to give them encouragement. Many people are nervous and overwhelmed at first, so it is imperative that CRO staff explains the information in a manner which suits the individual's needs. At each presentation or meeting the consumer is given a business card and is encouraged to call CRO staff with any questions or concerns. Patience and encouragement are paramount in any Captioned Telephone individual training session.

Responders shall include an outline of the major points to be included in the development and execution of a statewide captioned telephone VCO outreach program.

CSD will develop and include the following information to be included in the development and execution of a statewide captioned telephone VCO outreach program:

- Research names and locations of organizations serving individuals with hearing loss.
- Contact organizations by phone, mail, email, or in person (drop in) to dispense information and or to schedule a presentation for groups or individuals.
- Investigate opportunities within local media sources to assist in dispensing information on a statewide level.

Presentations will include all information to allow persons a working knowledge of Captioned Telephone VCO Service.

Major Points:

- How Captioned Telephone Service works
- Who can benefit
- 24/7 access hours
- How to obtain a CapTel (TED program information and application, Federal CapTel program, and purchasing information)
- Informational video and brochures
- Confidentiality
- Patience and Practice
- ADA/State Laws
- Funding sources (DoC/TAM CSD relationship) and cost explanations

- Call demonstration if possible
- Dealing with Long distance (or lack thereof since long distance is currently free with CapTel)
- Information on placing and receiving Captioned calls
- Customer Service information
- Questions and Answer time

D. State Fair

The Contract Vendor shall provide a Minnesota Relay booth at the annual Minnesota State Fair. The State Fair runs for 12 days each summer (anticipated dates for 2006 are August 24 – September 4). The Minnesota Relay booth is located in the Education building.

CSD will provide a Minnesota Relay booth for the annual Minnesota State Fair. During the 2003 booth, the Minnesota State Governor, Tim Pawlenty, stopped by our booth to ask questions and look at our giveaways. The Governor was very impressed with our booth and service.

As many as 18,000 people have stopped by the CRO booth in one year during the 12 days of the Minnesota Great Get Together. Minnesota has one of the largest State Fairs in the country and therefore is the best and most affordable outreach opportunity of the year. Not only do all CRO staff have ample experience working at the fair booth, all staff eagerly look forward to the thousands of people that we have the opportunity to educate about our vital services.

The Contract Vendor shall be responsible for the following:

- *Booth shall be staffed by two people; one person must be fluent in ASL and one person must be hearing; all staff must have extensive knowledge of Minnesota Relay functions and telecommunications equipment necessary to access relay. The booth must be continually staffed from building open to close (9:00 a.m. through 9:00 p.m.).*

The booth will be staffed by two people; one person will be fluent in ASL and one person will be hearing, all booth staff will have extensive knowledge about relay either by being a consumer, staff of the relay, or both. Persons working in the State Fair booth will receive training before their shift at the fair by CRO staff to ensure their knowledge of relay functions and telecommunications equipment that is necessary to relay.

The booth will be staffed from 9:00 am to 9:00 pm to adhere to RFP requirements and the Education Building's requirements.

- *Telecommunications equipment shall be available to demonstrate relay calls (e.g. TTY, captioned telephone VCO).*

CSD CRO will make available Telecommunications equipment to demonstrate relay calls.

- *A TV and VCR shall be available to display Minnesota Relay educational videos.*

CSD CRO will have a TV and VCR available to display Minnesota Relay education videos.

- *Interpreters (as necessary).*

CSD CRO will insure that Interpreters be provided when appropriate.

- *Staff will distribute brochures and promotional giveaways.*

CSD CRO Staff will distribute brochures and any other material approved by the State.

- *Booth shall display appropriate Minnesota Relay signage.*

CSD CRO will insure that the booth will display appropriate Minnesota Relay signage that has been approved by the State.

The Contract Vendor shall be responsible for all costs associated with the State Fair booth with the exception of promotional giveaways, brochures, informational videos, display boards and signs, which are to be provided by the State. A partial list of anticipated State Fair booth expenses is provided below. This list is not intended to represent all costs associated with the provision of a Minnesota Relay booth at the Minnesota State Fair. Prices, if provided, are approximations and cover the cost for the entire 12 days of the fair, unless noted otherwise.

- *Booth cost: $750*
- *Electricity: $25*
- *Booth furnishings rental (tables, chairs, trash bin): $300*
- *Admittance tickets: advanced sale discount tickets are $7.00 per person (booth*

staff and interpreters are required to pay daily admission).

- *Parking: rate is $9.00 or one advanced sale discount ticket (i.e. $7.00).*
- *Booth staff*
- *Interpreters (as necessary)*
- *Travel and meal per diems (if applicable)*

CSD will be responsible for all costs associated with the State Fair booth with the exception of promotional giveaways; brochures, and informational videos, display boards and signs because they will be provided by the State.

7.6 Outreach Material Provided by Contract Vendor

The Contract Vendor shall work with the State in the development of outreach materials to ensure consistency with program goals and provide continuity throughout all program materials. The State shall retain editorial control, and must pre-approve all outreach materials. Material produced without the State's pre-approval shall not be the financial responsibility of the State, and the State reserves the right to require the successful responder to correct any erroneous or inaccurate material at the Contract Vendor's expense.

CSD CRO staff will work with the State to develop outreach materials to ensure consistency with program goals and provide continuity throughout all of the programs materials. CSD CRO staff is aware that the State shall retain editorial control, and that the State must pre-approve all outreach materials. CSD CRO will not produce any materials without consulting the State and without the State's pre-approval. CSD is aware that without state's pre-approval it will not be reimbursed. CSD respects the state's right to correct any errors CSD CRO makes at CSD's expense.

Outreach materials shall target both communications impaired and non-communications impaired persons, and shall be made available upon request in alternate formats (e.g. Braille, large print, audio tape, Spanish, etc.).

CSD CRO will have outreach materials designed and developed with State approval be made available in alternate formats to reach out to both communications impaired and non-communication impaired persons and are available upon request. Alternate format includes Braille, large print, audio tape, Spanish, etc.).

Outreach materials to be developed and provided by the Contract Vendor shall include, but are not limited to:

1. Minnesota Relay informational packets

CSD CRO will follow procedures established by the state when designing and developing outreach materials. Informational packets shall incorporate State feedback and approval.

STS and CapTel informational packets are currently available and have been approved by the State.

2. Business informational packets

CSD CRO will develop information provided to businesses. Information included will be tailored to fit the needs of the organization. Brochures are distributed, in the amount requested. A folder that will have a special insertion cut into it (for business cards), will be created for dissemination (to mimic the functionality of the STS folder that was approved by the State).

3. PowerPoint presentations

CSD CRO will develop and use PowerPoint presentation with approved of the State. Upon the need to modify, the State will be contacted for approval of the modifications.

4. Customer Preference forms

CSD CRO staff will distribute Customer Preference forms and will help consumers fill them out when requested or if the consumer is intimidated or overwhelmed by the form.

5. Consumer Contact form for Complaints and Commendations

CSD has access to "Customer Service Live" (CS Live) and is able to create complaints and commendations that are forwarded to the State monthly, annually, and as requested. This on line system ensures readability and that the CRO office sees all contacts relating to the Minnesota Relay.

The Contract Vendor will not be required to develop and maintain a Minnesota Relay Web site.

CSD recognizes that CSD does not have to develop and main a Minnesota Relay Web Site and is aware that the Department of Commerce has a link to relay services on their Web Site. The State Web Site is listed on State approved brochures that are distributed to

consumers.

Responders shall detail outreach materials to be provided, and shall provide an explanation and/or example of such materials.

CSD is happy to detail outreach materials that are to be provided, and offers the following Explanation of Outreach Materials:

CSD will insure that all outreach materials provided to consumers via CRO staff are approved by and/or generated by the State. All brochures will have the State's logo:

Tapes:

1. A 12 minute video tape that demonstrates how STS works, call demonstration included, interview with Dr. Bob Segalman, founder of STS.
2. STS cassette tape that voices the brochure outlined in the below section entitled "Brochures" number 3. STS Brochure.
3. CapTel Video, Open captioned, 20 minute explanation on "Using Your CapTel Phone" call demonstration included.

Brochures:

1. Minnesota Relay Brochure:
   Designed for the hearing person, explains the relay and how to place a call, general relay notes are also included. Provides information on the State and how to get free presentations from the CRO. Has CRO contact information and a 24 hour customer service information number available. The exact version of this brochure is available in Spanish. This brochure has hired models posing as a consumer, CA, and hearing person. These pictures have been modified for the relay booth to ensure a professional is very well coordinated.

2. Voice Carry Over Brochure:
   Designed for the new VCO consumer. Explains how to place a call, general relay information, and explains how to use Two-Line VCO. Provides information on the State and how to get free presentations from the CRO. Has CRO contact information and a 24 hour customer service information number available. This brochure has hired models posing as a consumer, CA, and hearing person. These pictures are also used for the relay booth. The exact version of this brochure is also available in Spanish.

3. STS Brochure:
   Explains what relay is, what STS is, who it is for, how to place a call, general information, pictures of consumers, has CRO contact information and a 24 hour customer service information number available. This brochure is available in Spanish. This brochure has hired models posing as a consumer, CA, and hearing person. These pictures have been modified for our STS booth to ensure a professional appearance. CRO also has a folder that STS, HCO, answers to frequently asked questions, a STS poem, and business cards are inserted into.

4. Hearing Carry Over:
   Explains relay, explains HCO, who it is for, how to place a call, pictures of consumers, has CRO and State contact information. General notes, information about other relay features. This brochure is available in Spanish.

5. The Telephone Equipment Distribution Program: This brochure is an application to obtain specialized equipment consumers need to access telecommunications. It explains what the program is, who is eligible, and how to proceed to get equipment. This is not a brochure that was created by or belongs to CRO staff. However, it is distributed so consumers are able to access the relay services we educated them about.

Information regarding Obtaining a Captioned Telephone:

CSD CRO will have on-hand information to provide consumers who may qualify for a free CapTel via the Federal Program. CSD CRO staff also has information on where persons can buy one if they do not qualify for any of the free programs.

Braille:

The State of Minnesota created a Braille condensed version of all brochures for the CRO booth at the 15 year celebration of the ADA. Upon request, we are able to provide consumers the braille version about relay features.

Give Away Promotional Items:

It is very difficult to have one item that your entire consumer base can enjoy. However, the CSD CRO has developed an “ASL bookmark.” This colorful bookmark contains the entire alphabet in ASL with the coordinating letters. This bookmark also explains what

Minnesota Relay does, it includes information about 7-1-1, free outreach presentations with the CRO, toll-fee-state-owned number. It also has the Minnesota Relay state-owned and approved logo, with the explanation of: "This relay is operated under a contract with the Minnesota Department of Commerce" on it. At the 2005 CRO State Fair booth, 17,500 people took a copy of our bookmark.

Wallet Cards:

For the convenience of Minnesota consumers to give and explain to friends and family how to call them back through the Minnesota Relay, STS, VCO, or CapTel. The CRO will distribute State approved "wallet cards" that briefly explain to the recipient why they are getting this information, and how to use it. The cards explain all calls are confidential and provide CRO information.

CSD CRO staff will distribute any information requested by the State that is not listed above. If the item is not yet created, CSD CRO staff will work with the State to ensure that the State has complete editorial control.

7.7 Advertising and Public Relations (Separate Recoverable Costs)

The State may request the Contract Vendor to develop and provide various advertising and public relations materials. The State reserves the right to individually review potential advertising and public relations opportunities proposed by the Contract Vendor and act only if it is in the best interest of the State to do so. Advertising and public relations expenses listed in this section are a separate recoverable cost. The Contract Vendor shall work with the State in the development of advertisements and public relations materials to ensure consistency with program goals and provide continuity throughout all program materials. The State shall retain editorial control, and must pre-approve all materials. Material produced without the State's pre-approval shall not be the financial responsibility of the State, and the State reserves the right to require the Contract Vendor to correct any erroneous or inaccurate material at the Contract Vendor's expense.

CSD CRO will work with the State to develop and profile various adverting and public relations materials. CSD CRO staff adheres to the States right to review potential advertising and public relations opportunities proposed by CSD CRO. CSD CRO staff will work with the State in developing advertisements and public relations materials to ensure consistency with program goals and provide continuity throughout all program materials. CSD is aware that the State retains editorial control and that the State must pre-approve all materials. CSD recognizes that materials produced without the states

approval shall not be the fiscal responsibility of the State, and CSD recognizes that the State secures the right to require CSD to correct any erroneous or inaccurate material at the expense of CSD.

The Contract Vendor may be requested to provide appropriate and geographically diverse professional advertising and public relations materials including, but not limited to:

1. *Minnesota Relay brochures (general Minnesota Relay, VCO, HCO, STS, captioned telephone VCO, Spanish language, etc.).*
2. *Educational videos.*
3. *Wallet cards for persons with hearing loss to give to hearing individuals. Cards shall explain relay services and provide information on how to place a relay call.*
4. *Promotional give-a-ways (such as ASL bookmarks, pens, magnets, etc.).*
5. *Outreach booth signage.*
6. *Print advertisements (newspaper, magazines, newsletters, and conference program books).*
7. *Press releases.*
8. *Newspaper articles.*
9. *TV and radio advertisements.*
10. *Public Service Announcements (PSAs).*
11. *Advertisement campaigns.*

CSD/CRO will provide appropriate and geographically diverse professional adverting and public relation materials including, but not limited to:

1. Minnesota Relay Brochures
2. Educational Videos
3. Wallet Cards for persons with hearing loss to give to hearing individuals. Cards are currently available and explain relay services and provide information on how to place a relay call.
4. Promotional Give Aways: The very popular ASL bookmark is a current promotional give away.
5. Outreach booth signage
6. Printed Advertisements in newspapers, magazines, and conference program books
7. Press releases
8. Newspaper articles
9. TV and Radio Advertisements
10. Public Service Announcements

11. Advertisement Campaigns

7.8 Cost

The price for outreach shall be based on the activities and responsibilities described above and those stated in the responder's proposal (with the exclusion of Section 7.7, which is a separate recoverable cost). The form in Attachment 5 must be used.

CSD understands that the price for outreach will be based on the activities and responsibilities described above and those stated in CSD's proposal. CSD is aware that RFP Section 7.7 (separate recoverable cost) is to be excluded from the costs proposed for outreach.

Outreach objectives may change from year to year, necessitating an increase or decrease in certain outreach activities. If an activity is decreased or eliminated, the costs associated with the provision of the activity shall be diverted to a new outreach activity or to expand an existing activity.

CSD understands that outreach objectives may change from year to year and will work closely with the state to define and determine certain outreach activities. CSD is aware that if activities decrease or is eliminated, the cost associated with the provision of said activity shall be diverted to a new outreach activity or expand existing activities.

8.0 TERMS AND CONDITIONS

The following contractual terms and conditions relate to the RFP and will become the final Contract document relating to the provision of Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach services for the State of Minnesota.

CSD has reviewed the following contractual terms and conditions as they relate to the RFP and understands that they will become the final contract for TRS and associated outreach services for the State of Minnesota.

8.1 Elements of the Contract

The Contract shall consist of at least the following elements:

1. *Agreement to Contractual Terms and Conditions (Transmittal Letter)*
2. *The Request for Proposal*
3. *Attachments to the Request for Proposal*
4. *Successful responder's proposal*
5. *Written clarifications of the RFP (if any)*

6. Addendum(s) to RFP (if any)

CSD has included above mentioned elements in this proposal.

8.2 Creation of Contract

Acceptance of a proposal by the State is subject to confirmation and review and no Contract enforceable by the Contract Vendor is created until execution of a written Contract by the Contract Vendor and the State. The full execution of a written Contract shall constitute the making of a Contract for services and no responder shall acquire any legal or equitable rights relative to the Contract services until the Contract has been fully executed by the Contract Vendor and the State.

CSD acknowledges that acceptance of a proposal by the state will be subject to confirmation and review. We further understand that no contract enforceable by CSD is created until execution of a written contract by CSD and the State. CSD will not acquire any legal or equitable rights relative to the Contract services until fully executed.

8.3 Acceptance of Proposal Contents/Exceptions and Alternative Solutions

By submitting a proposal in response to this RFP, a responder, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract.

CSD understands that by submitting a proposal in response to the RFP, and if selected, CSD accepts the terms and conditions as outlined in the RFP and the contract.

If a responder takes exception to this RFP, or has an alternative solution to present, the exceptions and alternative solutions must be listed in the proposal. The form in Attachment 3 must be used for listing exceptions. Responders shall list each exception and full description for the State to consider. Exceptions listed elsewhere in the proposal shall be reiterated on this form. If a responder has not listed an item on the exceptions form and provided an alternative solution in its proposal, the State will not negotiate Contract language regarding the item after the notice of intent to award the Contract is issued.

CSD acknowledges that if any exceptions to the RFP and if CSD proposes alternative solution, CSD will list them in the proposal. CSD will utilize the form in Attachment 3 for listing exceptions. CSD will list each with full description for the State's consideration. All exceptions and alternate solutions will be listed on the exception form. CSD acknowledges that the state will not negotiate contract language regarding the item after the intent to award is issued. Please refer to Tab P for CSD Exceptions to the RFP.

The State reserves the right to accept or reject any exception taken by the responder to the terms and conditions of this RFP. Should the responder take exception to the terms and conditions required by the State, the responder's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with the responder regarding its exception(s) to the RFP or Contract terms.

CSD confirms that the state reserves the right to accept or reject any exceptions to the term and conditions of the RFP. CSD acknowledges that exceptions and proposed solutions may be rejected and the entire proposal declared non-responsive. CSD understands that the state may elect to negotiate with CSD regarding its exceptions to the RFP or contract terms.

In response to an RFP requirement, the responder may choose to offer the State an alternative solution either in addition to, or instead of, the RFP solution. Both the RFP solution and the alternative solution must be clearly identified as such. However, if the alternative solution makes the responder's proposal so divergent from the RFP and other proposals that a fair comparison becomes impossible, the State will either disregard the alternative solution, or inquire of other responders whether they will offer the alternative solution as well.

CSD understands that CSD may choose to offer the state an alternative solution either in addition to or, instead of, the RFP solution. CSD will be careful to identify each as such. CSD acknowledges that if exceptions and solutions proposed is so divergent from the RFP and that a fair comparison between proposals become impossible, the State will either disregard the alternative solution, or inquire of other responders whether they will offer the alternative solution as well.

If the responder offers an alternative solution that is in addition to the RFP solution, the responder shall include a price proposal that excludes the alternative solution, and a price proposal that includes the alternative solution as well as the RFP solution. The separate price proposals shall be submitted in one envelope as provided in Section 3.1.

CSD confirms that if CSD offers alternative solutions that is in addition to the RFP solution, CSD will submit alternative price proposal as well as price proposal for the RFP requested solution. CSD understands that the separate price proposals shall be submitted in one envelope as provided in Section 3.1.

The State reserves the right to waive minor deficiencies and informalities if, in the

judgment of the State, its best interest will be served.

CSD acknowledges that the State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interest will be served.

8.4 Prime Contractor and Subcontractor

The responder warrants that it is the prime Contractor for the services solicited in this RFP. The responder further warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business for the sole interest of the responder. In the event of breach of this paragraph, which shall be considered a material term of this Contract, the State shall have a right to liquidated damages in the sum of $100,000. Such damages are not a penalty and would be assessed only because the monetary damage to the State's competitive bidding process resulting from breach of this paragraph is difficult, if not impossible, to measure.

CSD confirms that it is the prime Contractor for services solicited in this RFP. CSD further warrants that no person or selling agency has been employed or retained to solicit and secure this contract. CSD agrees that in the event of breach of this paragraph, it will be considered a material term of this contract. CSD understands that the state will have a right to liquidated damages in the sum of $100,000. CSD acknowledges that such damages will not be considered a penalty and would be assed only because the monetary damage to the State's competitive bidding process if breach of this paragraph should occur, it would be difficult, if not impossible to measure.

The Contract Vendor may change subcontractors during the life of the Contract. The State shall retain the right to approve all subcontracts entered into by Contract Vendor for the purpose of completing the provisions of any Contract between the State and the Contract Vendor that results from this RFP. All records relating to subcontracts shall be available for audit or examination.

CSD acknowledges that CSD may change subcontractors during the life of the Contract. The State will retain the right to approve all subcontracts entered into by CSD. CSD will make all documentations, records relating to subcontracts available for audit or examination.

8.5 Term of Contract

Effective date: The Contract shall begin on July 1, 2006, or the date the State obtains all

required signatures under Minnesota Stat. § 16C.05, Subd. 2, whichever is later. The Contract Vendor must not begin work under this Contract until this Contract is fully executed and the Contract Vendor has been notified by the State's Authorized Representative to begin the work.

CSD has been providing Minnesota Relay for the state since 1997 and CSD is aware that the effective date of the contract shall begin on July 1, 2006. CSD will work with the state to ensure that the state obtains all required signatures so that the contract may be implemented on July 1, 2006. CSD will be sure that the contract is fully executed and notified to begin by the State's Authorized Representative before beginning the provision of TRS in Minnesota. Considering the fact that CSD is already operating a state-of-the art relay center in the city of Moorhead, the transition will be virtually seamless.

Expiration date: The Contract award will be for an original term of five years, and the State shall have discretion to offer the Contract Vendor the option of renewing the Contract for up to 60 months, upon mutual agreement of the Contract Vendor and State.

CSD understands the contract award will be for five years with a possible renewing of the contract for an additional 60 months. CSD looks forward to providing the state an additional 10 years of high quality relay service.

8.6 Time

The Contract Vendor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

CSD already operates a state-of-the-art TRS center in Moorhead, Minnesota. CSD anticipates uninterrupted service should the state award the contract to CSD.

8.7 Liquidated Damages

Inability to meet specified requirements may result in liquidated damages. The amount of the liquidated damages will be deducted from the monthly invoice submitted by the successful responder.

The State shall notify the Contract Vendor in writing of any claim for liquidated damages on or before the date the State deducts such sums from money payable to the Contract Vendor.

CSD confirms that if they are unable to meet specified requirements, it may result in liquidated damages. CSD understands the amount of liquidated damages will be

deducted from the monthly invoices submitted by CSD. CSD acknowledges that the State will notify CSD of any claim for liquidated damages on or before the state deducts such sums from money payable to CSD.

A. Failure to Begin Services as Specified

The Contract Vendor's ability to provide Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach in Minnesota by July 1, 2006, is essential. In the event the Contract Vendor fails to begin service as specified in this RFP, liquidated damages shall be assessed. For every day the service is delayed, the Contract Vendor shall pay to the State the sum of $5,000 per calendar day.

CSD confirms that TRS and associated outreach activities in Minnesota will begin by July 1, 2006. In the event of failure to begin service as defined in this RFP, liquidated damages will be accessed. CSD understands this to be $5,000 per calendar day for every day the service is delayed implementation.

B. Failure to Provide Services for the Life of the Contract

If the Contract Vendor fails to provide contracted services for the life of the Contract, the State reserves the right to require the payment by the Contract Vendor of liquidated damages in the amount commensurate with the duration and extent of the system deficiencies.

CSD confirms that if CSD fails to provide contracted services for the life of the contract, the state will require payment by CSD of liquidated damages in the amount commensurate with duration and extent of the system deficiencies. Reliance upon telecommunication service is never demonstrated more graphically than during times of disaster or failure to provide service.

CSD and Sprint's operations network is designed and tested to maintain service even in the event of a disaster. The telephone may be an individual's only link to emergency services or to loved ones in harm's way. The CSD/Sprint Relay Network has remained in operation since its inception in 1990. No other provider can demonstrate this uninterrupted level of service.

C. Failure to Respond to Relay Outage

If the Contract Vendor fails to respond to any relay outage or other major or minor failure within the stated response time as specified in the Contract Vendor's proposal or disaster recovery plan, or if not specified in the Contract Vendor's aforementioned documents, within a reasonable amount of time as determined by the State on a case-by-case basis, the Contract Vendor will be assessed penalties in the amount of $2,000 per

incident.

CSD understands that if CSD fails to respond to relay outage or other major or minor failures as stated within the response times as specified in this proposal, or disaster recovery plan, or not specified in CSD's submitted documents within a reasonable amount of time as determined by the State on a case-by-case basis, CSD will be assessed penalties in the amount of $2,000 per incident.

D. Failure to Restore Services

If the Contract Vendor fails to restore Minnesota Relay services, or provide a reasonable substitute meeting the approval of the State, the State will be entitled to liquidated damages of $25,000 per calendar day and/or the exercise of any and all remedies available by law. This may include termination of the Contract for material breach of the terms and conditions of the Contract.

CSD is aware that if CSD fails to restore Minnesota Relay services, or provide a reasonable substitute with State approval, the State will be entitled to liquidated damages of $25,000 per calendar day and/or exercise any and all remedies available by law. CSD understands this may include termination of contract for breach of terms and conditions of the Contract.

E. Failure to Provide Consumer Relations Office and Outreach Services as Specified

If the Contract Vendor fails to provide a Minnesota Relay Consumer Relations Office in conformance with Section 7.3 and the Contract Vendor's proposal, or fails to conduct a statewide community outreach program in conformance with Section 7.0 and the Contract Vendor's proposal, the State may notify the Contract Vendor of the violation(s), request a response, and request a meeting to discuss the violation(s). If, in the opinion and at the sole discretion of the State, the Contract Vendor continues its failure, the State may terminate the Outreach Program within the Contract and reduce payment to the Contract Vendor by the total annual cost of the Outreach Program requested in Section 7.0.

CSD will not fail to provide a Minnesota Relay Consumer Relations office. CSD is pleased to report that the Minnesota CRO is already in operation. CSD confirms that it will comply with section 7.3. CSD further understands that failure to conduct a statewide community outreach program as defined in Section 7.0 of this RFP and CSD's proposal, the State reserves the right to notify CSD of violations and request a response and meeting to discuss violations. CSD confirms that the state may terminate the Outreach

program within the contract and reduce payment to CSD by the total annual cost of the program as requested in Section 7.0.

CSD wishes to note that the current Consumer Relations Office provides (and will continue to do so) if selected by the State:

- A statewide community and business outreach program;
- CRO uses states 800 toll-free number (although it is programmed by the state for in-state calls only and be may changed by the state to accommodate the "nationwide" requirement listed in 7.3);
- We currently are utilizing most of the supplies listed in 7.3 and plan on obtaining new technology/supplies on a as needed basis;
- The CRO is located in a secure location for our staff to store confidential program information;
- CRO staff does answer the phone in the fashion stated in 7.3;
- CSD's name and logo does appear as the organization under Contract for the operation of the Minnesota Relay in small font to clearly indicate that it is a correspondence from Minnesota Relay on printed material that has been approved by the State;
- The current Minnesota Relay CRO letterhead and envelops have been approved by the State;
- The CRO office is securely located downtown St. Paul in an area that does not commingle with any other CSD or Sprint services to ensure no conflict of interest or any commingling of duties as mentioned in 7.4;
- CRO will be honored to continue to conduct our statewide community outreach program in compliance with Section 7.0;
- CRO and/or CSD staff will comply with any request the State has for discussions of any violations via in writing or in person and realizes the State may terminate the Outreach Program within the Contract and reduce payment to CSD.

8.8 Notice of Default and Opportunity to Cure

The State shall issue a written notice of default providing therein for a fifteen (15) day period in which the Contract Vendor shall have an opportunity to cure. Time allowed for cure of a default shall not diminish or eliminate the Contract Vendor's liability for liquidated damages. If, after opportunity to cure, the default remains, the State may do one or more of the following:

- *Exercise any remedy provided by law.*
- *Terminate the Contract Vendor's services.*

- *Seek liquidated damages from the Contract Vendor, as described in Section 8.7.*

CSD acknowledges that the State will issue a written notice of default, providing a 15 day period in which CSD will have opportunity to cure. CSD understands that time allowed for cure of default will not diminish or eliminate CSD's liability for liquidated damages. CSD further understands that if after opportunity to cure, the default remains, the State may exercise any remedy provided by law; terminate CSD's services, or seek liquidated damages from CSD as described in Section 8.7.

8.9 Default Remedies of the Vendor

Should the Contract Vendor consider the State to be in default of its obligations, the Contract Vendor shall issue a written notice of default providing therein for a thirty (30) day period in which the State shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the Contract Vendor may exercise any remedy provided by law.

CSD confirms that if CSD considers the State to be in default of it's obligation, CSD may issue a written notice of default providing for a 30 day period in which the State may have an opportunity to cure, providing that the cure is possible and feasible. CSD acknowledges that if, after opportunity to cure, the default remains, CSD may exercise any remedy provided by law.

8.10 Continuation of Service after Termination Notice

In the event the Contract Vendor notifies the State that it intends to exercise its right to terminate this Contract, the Contract Vendor shall, at the request of the State, continue the operation of Minnesota Relay services for up to one hundred and twenty (120) days after the date of its notification to terminate or until another provider is able to take over operation of relay services, whichever occurs first. The State will reimburse the Contract Vendor for expenses incurred during the extended period of operation beyond the Contract termination notification date.

CSD understands that in the event CSD notifies the State that it intends to exercise it's right to terminate this Contract, CSD will, at the request of the State, continue the operation of Minnesota Relay for up to 120 days after the date of notification to terminate or until another provider is able to take over operations, whichever occurs first. CSD confirms that the State will reimburse CSD for expenses incurred during the extended period of operations beyond the Contract termination notification date.

8.11 Waiver

If the State fails to enforce any provision of this Contract, that failure does not waive the

provision or its right to enforce it.

CSD understands that if the State fails to enforce any provisions of this contract, the failure does not waive provisions or its right to enforce it.

8.12 Contract Complete

This Contract contains all negotiations and agreements between the State and the Contract Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

CSD confirms that this Contract contains all negotiation and agreements between the State and CSD. CSD understands that no other understanding regarding this Contract, whether written or oral, may be used to bind either party.

8.13 Fines by Federal Communications Commission

In the event the Federal Communications Commission (FCC) levies a fine for not complying with FCC rules and regulations, the Contractor will be responsible for paying the fines and shall indemnify the State of Minnesota and the local exchange carriers of Minnesota for any fines related to the failure of the Telecommunications Relay Services to comply with federal service standards. Any such indemnification shall be funded with monies other than those provided by the State of Minnesota.

CSD understands that in the event the FCC levies a fine for not complying with FCC rules and regulations, CSD will bear responsibility for paying such fines and will indemnify the State of Minnesota and the local exchange carriers of Minnesota of any fines related to the failure of TRS to comply with federal standards. CSD further understands that any such indemnification shall be funded with monies other than those provided by the State of Minnesota.

The State will have the authority to determine the responsibility for any fines assessed and to divide aforementioned damages accordingly.

CSD acknowledges that the State will have the authority to determine responsibility for any fines assessed and divide the aforementioned damages accordingly.

8.14 Consideration and Payment

A. Consideration

The State will pay for services performed by the Contract Vendor under this agreement

as follows:

CSD understands that the State will pay for services performed by CSD under this agreement as follows:

1. ***Compensation.*** *The Contract Vendor will be paid in accordance with the breakdown of costs as set forth in Attachment 5.*

   CSD acknowledges that compensation will be paid in accordance with the breakdown of costs as identified in Attachment 5 of the RFP and can be found in the separate cost proposal.

2. ***Travel Expenses.*** *Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contract Vendor as a result of this Contract will not exceed $0.00; provided that the Contract Vendor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.*

   CSD confirms that reimbursement for travel and subsistence expenses incurred by CSD as a result of this contract will not exceed $0.00. CSD will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided for in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated into this Contract by reference. CSD acknowledges that it will not be reimbursed for out of state travel unless it has received the State's prior written approval for out of state travel. CSD understands that Minnesota will be considered the home state for determining whether travel is out of state.

   The State will pay the recurring costs for Telecommunications Relay Services (including captioned telephone VCO service) and associated outreach following the acceptance and startup of the service. The amount paid for any element of any service shall be included in the Contract as is provided in the responder's cost proposal.

CSD understands the State will pay recurring costs for TRS (including captioned telephone VCO service) and associated outreach following acceptance and startup of the service. CSD confirms that the amount paid for any element of the service shall be included in the Contract and is provided for in CSD's cost proposal.

The State will not pay one-time costs at the time of installation; all such non-recurring costs are to be included in the per-minute payments.

CSD confirms that it understands the State will not pay for one-time costs at the time of installation; and all such non-recurring costs are to be included in the per-minute payments.

B. Payment

In accordance with Minn. Stat. 16A.124, the State shall pay the Contractor within thirty (30) days following the receipt of the undisputed invoice for the completed delivery of the product or service.

CSD acknowledge that in accordance with Minn. Stat. 16A.124, CSD will expect the State to pay within 30 days following CSD's submission of receipts of the undisputed invoice for the completed delivery of the product or service.

1. ***Invoices.*** *The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule set fort in RFP Section 6.10.*

   CSD understands that the State will promptly pay CSD after an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. CSD acknowledges that invoices must be submitted timely and according to the schedule set forth in RFP Section 6.10.

2. ***Retainage.*** *Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the Contract.*

   CSD confirms it's understanding that under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be

paid until the final product of this Contract has been reviewed by the State's agency head. CSD acknowledges that the balance due will be paid when the State's agency head determines that CSD has satisfactorily fulfilled all the terms of the Contract.

8.15 Payment to Subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime Contract Vendor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contract Vendor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

CSD understands that if applicable by law as required by Minn. Stat. § 16A.1245, CSD will pay all subcontractors, less any retainage, within 10 calendar days of CSD's receipt of payment from the State for undisputed services provided by CSD subcontractors and if failure to do so, must pay interest at the rate of one and one-half percent per month or any part of the month to the subcontractor on any undisputed amount not paid on time to CSD.

First Proposal Clarifications/Corrections *49. Page 449 (Section 8.15). CSD states that " CSD understands that if applicable by law as required by Minn. Stat. § 16A.1245, CSD will pay all subcontractors, less any retainage, within 10 calendar days of CSD's receipt of payment from the State for undisputed services provided by CSD subcontractors and if failure to do so, must pay interest at the rate of one and one-half percent per month or any part of the month to the subcontractor on any undisputed amount not paid on time to CSD."*

The underlined "CSD" should be replaced with "subcontractor(s)".

CSD's Response: CSD understands this and will accept the clarification to replace the underlined CSD with the subcontractor.

8.16 Conditions of Payment

All services provided by the Contract Vendor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contract Vendor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

CSD acknowledges that all services provided by CSD under this Contract will be performed to the State's satisfaction. CSD understands that this is determined solely at the discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. CSD acknowledges that it will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8.17 Authorized Representatives

The State's Authorized Representative is Rochelle Renee Garrow, TAM Administrator, 85 Seventh Place East, Suite 600, St. Paul, MN 55101-3165, 651.297.8941, or her successor, and has the responsibility to monitor the Contract Vendor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. (Note: Responders are not to contact the State's Authorized Representative listed above during the RFP process).

CSD confirms acknowledgement that the State's Authorized Representative is Rochelle Renee Garrow, TAM Administrator, 85 Seventh Place East, Suite 600, St. Paul, MN 55101-3165, 651.297.8941, or her successor. CSD understands that Ms. Garrow or her successor has the responsibility to monitor the CSD's performance and the authority to accept the services provided under this Contract. CSD understands that if the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. CSD is aware of not contacting the State's Authorized Representative listed above during the RFP process.

The Contractor's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. If the Contract Vendor's Authorized Representative changes at any time during this Contract, the Contract Vendor must immediately notify the State.

CSD's Authorized Representative to the State of Minnesota will be:

Jim Skjeveland
Senior Vice President
CSD Contact Center Operations
102 N. Krohn Place
Sioux Falls, SD 57103
605-367-5760 TDD or Voice
605-367-5958 FAX

jskjeveland@c-s-d.org

CSD understands that if CSD's Authorized Representative changes at any time during this Contract, CSD will immediately notify the State.

AMENDMENT NO. 1 TO CONTRACT NO. 435655, RELEASE NO. T-597

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Communications Services for the Deaf, 102 North Krohn Place, Sioux Falls, SD 57103 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as No. 435655 , July 1, 2006, to June 30, 2011 ("Contract"), to provide Telecommunications Relay Service - Department of Commerce; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd.16, the authority to amend contracts; and

WHEREAS, the terms of the Contract expressly allow amendments to the Contract, upon mutual agreement between the State of Minnesota and the Contract Vendor.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Delete the following clause from the Request for Proposal and subsequent award:

"8.14 (B) (2) Retainage: Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the Contract.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect until June 30, 2011, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. COMMUNICATIONS SERVICE F/T DEAF

The Contract Vendor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [signature]

Title: President & CEO

Date: 7/13/06

By: _____

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [signature]

Title: Acquisition Management Specialist

Date: 7-17-06

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Bernadette Kopischke

Date: 7/18/06

AMENDMENT NO. 1 TO CONTRACT NO. 435655, RELEASE NO. T-597

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Communication Services for the Deaf, 102 North Krohn Place, Sioux Falls, SD 57103 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as No. 435655, July 1, 2006, to June 30, 2011 ("Contract"), to provide Telecommunications Relay Service – Department of Commerce ; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd.16, the authority to amend contracts; and

WHEREAS, the terms of the Contract expressly state allow a 24-month extension and price increase, upon mutual agreement between the State of Minnesota and the Contract Vendor.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Contract Vendor shall certify its compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et. seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security. The Contract Vendor is required to certify its status and the status of all subcontractors via the Immigration Status Certification which is attached.

2. That Contract No. 435655 for basic relay service (including Speech-to-Speech relay) and captioned telephone (CapTel) relay is extended through June 30, 2013 at the same terms, conditions and increased pricing as shown below:

   Basic relay service: price per minute of service for conversation minutes: $1.77
   Captioned Telephone VCO service: price per minute of service for conversation minutes: $1.80

   Note: The Outreach Services is not being extended.

This Amendment is effective beginning July 1, 2011, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until June 30, 2013, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. COMMUNICATION SERVICES FOR THE DEAF	2. MATERIALS MANAGEMENT DIVISION
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.	In accordance with Minn. Stat. § 16C.03, Subd. 3.
By: [signature]	By: Joan Brosler
Title: President & CEO	Title: Acquisition Management Specialist
Date: 6-22-10	Date: 6-24-10
	3. COMMISSIONER OF ADMINISTRATION Or delegated representative.
By:	By: Bernadette Kopischke
Title:	Date: 6/24/10
Date:	

AMENDMENT NO. 2 TO CONTRACT NO. 21810
(FORMERLY MAPS CONTRACT NO. 435655) RELEASE NO. T-597

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Communication Services for the Deaf, 102 North Krohn Place, Sioux Falls, SD 57103 ("Contract Vendor"). ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract 435655, July 1, 2006 to June 30, 2013 ("Contract"), to provide Telecommunications Relay Services ; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract expressly state that the Contract may be extended upon mutual agreement of both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract No. 435655 is converted to Contract No. 0000000000000000000021810 (21810) to accommodate orders and payments in the new Statewide Integrated Financial Tool (SWIFT) computer system.

2. That Contract No. 21810 is extended through June 30, 2014, at the same prices, terms, and conditions.

This Amendment is effective beginning July 1, 2013, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until June 30, 2014, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. COMMUNICATION SERVICES FOR THE DEAF, INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: [signature] Title: CFO Date: 6/21/12 By: _____ Title: _____ Date: _____	**2. MATERIALS MANAGEMENT DIVISION** In accordance with Minn. Stat. § 16C.03, Subd. 3. By: Michael Brink Title: Acquisition Management Specialist Date: 6/25/12 **3. COMMISSIONER OF ADMINISTRATION** Or delegated representative. By: [signature] Date: 6/25/2012

Appendix N

Labeling of Intrastate TRS Funding Mechanism

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Don Storm	Chair
Tom Burton	Commissioner
Cynthia A. Kitlinski	Commissioner
Dee Knaak	Commissioner
Norma McKanna	Commissioner

In the Matter of the Budget Proposed by the Board for the Telecommunications Access for Communication-Impaired Persons Program (TACIP) and the Board's Request for an Increase in the Surcharge	ISSUE DATE: July 14, 1993 DOCKET NO. P-3008/CI-93-549, P-999/CI-93-589 ORDER APPROVING BUDGET AND AUTHORIZING INCREASE IN SURCHARGE

PROCEDURAL HISTORY

On May 24, 1993, the Telecommunications Access for Communication-Impaired Persons Board (TACIP or the Board) filed its proposed budget for fiscal years 1994 and beyond. The Board's budget proposal included a request for an increase in the surcharge from its current level of 10 cents to 20 cents.

The matter came before the Commission on June 29, 1993.

FINDINGS AND CONCLUSIONS

Introduction

TACIP was created by the Legislature in 1987 to establish and maintain special programs that allow the telephone network to become fully accessible to people with speech and hearing impairments. In 1993 the Legislature extended eligibility for specialized equipment under this program to persons with mobility impairments. TACIP, under the direction of a twelve-person board, provides two services: (1) the distribution of specialized telecommunications equipment, and (2) telecommunications relay service (TRS), which transmits telephone messages between hearing persons and persons using telecommunication devices for the deaf (TDDs).

TACIP is funded by a monthly surcharge on each telephone access line in Minnesota. This appears as a separate item on each subscriber's monthly telephone bill. The current surcharge was set at 10 cents by the Commission in 1988 at the program's inception. This was the maximum surcharge allowed under the state's TACIP statute. The legislature amended the TACIP statute

in the 1993 legislative session to, among other things, (1) raise the maximum allowable surcharge to 20 cents per line, and (2) require the Commission to review the TACIP Board's budget for reasonableness. Laws of Minnesota 1993, chapter 272, section 11. The Commission may also modify a budget presented by the Board to the extent the budget is unreasonable. Id.

Reasonableness of TACIP Budget

In its first three years, TACIP accrued a surplus. Each year since then TACIP's expenses have increased substantially, exceeding the Board's annual revenues. The accrued surplus has been used each year to offset the annual revenue shortfall. TACIP's balance at the end of fiscal year 1992 was approximately 1.3 million dollars. The balance at the end of fiscal year 1993 will be approximately 256,000 dollars assuming no increase in the surcharge.

The increase in TACIP expenditures has resulted primarily from the expanded use of TACIP's message relay service. Indeed the demand for this service has exceeded the originally projected demand by a factor of three. More recent developments will place additional upward pressure on TACIP expenditures. The two principal developments are (1) technological upgrades required by the Federal Communications Commission (FCC) to implement the Americans with Disabilities Act of 1990 (ADA), and (2) the 1993 extension of eligibility for specialized equipment under TACIP to mobility impaired persons. These legal requirements in combination with the continued growth in the use of TACIP's message relay service will likely increase the program's budgetary requirements.

The budget proposed by the TACIP Board for fiscal year 1994 includes a 55.6% increase in expenses over the expense level for 1992. This represents a 22.6% increase over the estimated expenses for fiscal year 1993. Most of this increase is a function of the planned increase in costs under its message relay service contract with Deafness, Education & Advocacy Foundation, Inc. (DEAF or TRS Provider). The largest single component of the increase is DEAF's plan to hire additional communications assistants (CAs). These are the operators who relay calls between hearing persons and persons using TDDs.

Other significant components of the increase in expenses are (1) the additional maintenance and equipment costs associated with the TACIP WATS line which allows non-metro residents to gain access to the message relay service; (2) additional capital equipment to operate the message relay service in a manner that meets the increased demand for the service and applicable FCC standards; and (3) the cost of implementing a billing system to collect intrastate long distance charges.

The Commission finds that TACIP's budget for fiscal year 1994 is reasonable. Increased demand for the message relay service will certainly require additional CA personnel and equipment. Moreover, the budgeted increase in expenses under the message

relay contract is consistent with the projected increase in call volume for fiscal year 1994. The new FCC mandates are unavoidable and the cost of leasing the special modems for voice and hearing carryover capability identified in TACIP's budget are appropriate expenses of ensuring compliance with these requirements.

Implementation of a billing system to collect charges for intrastate long distance calls made through the message relay system is long overdue. The Commission approved tariffed rates for these calls in 1989 when it granted TACIP's request for a certificate of authority to resell intrastate long distance service. In the Matter of a Request for a Certificate of Authority to Resell Long Distance Service, Docket No. P-3008/NA-89-140, ORDER GRANTING CERTIFICATE OF AUTHORITY (September 26, 1989). TACIP's proposed billing system will begin recouping the costs associated with the provision of this long distance service from those actually benefitting from the service. The Commission is pleased to see TACIP implement this element of basic fairness.

The Commission's finding on TACIP's budget does not amount to approval of each specific element of that budget. The need for additional communications assistants, for example, is clear; yet the Commission questions the need to add the full complement of CAs contemplated in the proposed budget. The record suggests that the TRS Provider is over-staffed in the evening hours and that CA staff may not be used in the most efficient manner possible. Improvements in the management and scheduling of CA personnel and call processing may reduce the need for additional staff. Improvements that create further efficiencies in other areas may also reduce the upward pressure on costs. Although TACIP has submitted a reasonable budget for 1994, improvements may still be warranted and the Board should exercise considerable restraint in granting its contractors additional funds.

The Commission expects TACIP to investigate and study CA scheduling, work load and productivity during fiscal year 1994. In addition, the Board should work with its TRS Provider to improve specific areas of operation, including (1) the allocation of CA time devoted directly to the provision of message relay service; (2) call response time; and (3) the allocation of staff between peak and off-peak calling periods. TACIP should also require its TRS Provider to provide more specific data in these areas. The Board shall document and discuss the results of its investigation and its joint efforts with the TRS Provider to improve operating efficiency in TACIP's 1993 annual report to the Commission.

Surcharge

TACIP proposes increasing the surcharge to the 20 cent maximum authorized by statute. This amount would fund TACIP's projected expenses through 1997 without a deficit. The charge would create a surplus for fiscal years 1994 and 1995, which would be carried forward to offset the annual deficits predicted for 1996 and

1997. The surplus, however, would offset only a portion of the deficit expected for fiscal year 1998, leaving a projected revenue shortfall of $376,000.

The Board's request rests on two principal assumptions: (1) an increase in equipment distribution expenses for fiscal years 1993 and 1994; and (2) an increase in demand for the telecommunications relay service, beginning with a 15% increase in 1994 and gradually declining to a 5% increase in 1998. The Board also cites the four cent reduction in the 911 charge effective July 1, 1993 as support for its proposed increase in the TACIP charge. The Board argues that the 911 reduction will sufficiently reduce the customer impact of the increase in the TACIP charge.

The Commission finds that a 17 cent surcharge will be sufficient to fund the budget submitted by TACIP for fiscal year 1994. The 17 cent surcharge will, in fact, generate a surplus of $128,717 which could be used to meet unexpected expenses not included in TACIP's 1994 budget. A higher surcharge would generate a significantly larger surplus to offset projected deficits in future years. The Commission considers it imprudent and unfair to ratepayers to create a surplus specifically for the purpose of paying expenses anticipated several years hereafter. Creating a surplus of this kind would remove much of the Board's incentive to find efficiencies and reduce costs. It would also run counter to the principle of inter-generational equity, which holds that the ratepayers who pay for particular services should also benefit from those services. The ratepayers who create the surplus contemplated by TACIP may not be in a position to benefit from the surplus expenditures two, three or four years hence.

The Commission concludes that the Board has submitted a reasonable budget for 1994. Therefore, it is appropriate to provide the revenue needed to implement that budget. The Board's projections for years beyond 1994 become increasingly speculative as they move further into the future. The Commission finds it inappropriate to raise the surcharge to a level that would fund these projected expenses. Expenditures anticipated in future years should be reviewed and funded in the context of proposed annual budgets. The Commission expects the Board to file annual budgets which the Commission will review under Minn. Stat. § 237.52, subd. 2 (1993). The Commission will approve surcharge levels necessary to fund those budgets to the extent they are reasonable.[1]

Telephone companies should implement the new 17 cent surcharge in the first practicable billing cycle following the date of this Order, but in no case later than August 1, 1993. The increase should be accompanied by a billing insert or a printed statement informing customers of the increase and the legal basis for the change. The statement should be worded as follows: "As

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[1] The Commission, of course, cannot approve any surcharge in excess of the 20 cent ceiling set by statute.

authorized by Law, the surcharge for Telecommunications Relay Services has been increased from 10 cents to 17 cents per telephone line." A telephone company shall submit alternative language to the Commission within 10 days of this Order if it cannot use the language suggested herein. Telephone companies should file revised tariffs to reflect the change in the surcharge.

Budget Review Process

The Commission has serious concerns with TACIP's filing in this matter. The absence of adequate information and explanation in TACIP's written filing required substantial follow-up by Commission staff. This follow-up was generally conducted by telephone. Full and fair budgetary review is difficult under these circumstances. The process demands a much more complete written record. To that end, the Commission expects all future budget filings with the Commission to include, at a minimum, the following information and explanations:

1. a general narrative explaining the need for a change in the surcharge and identifying the inadequacies in the current surcharge.

2. For each line item in the budget, a separate column for each of the following:

    a. the current dollar expense for each element of the line item;

    b. the current total expense for the line item;

    c. the proposed dollar expense for each element of the line item;

    d. the proposed total expense for the line item;

    e. the portion of the total increase attributed to the change in the number of items;

    f. the portion of the total increase attributed to the change in the price per item; and

    g. the percentage change in number, price, and total for each line item.

3. A calculation of the level of the surcharge needed to meet the proposed change in expenditures under the budget.

4. A narrative description of the items included in each line item.

5. Telecommunications relay data regarding the number of calls, including:

a. the total number of incoming calls;

b. the total number of incoming calls actually answered by a communications assistant;

c. the average number of calls relayed per communications assistant on an hourly basis over a 24-hour period;

d. the average length of a relayed call;

e. the number of metro and outstate local calls and the percentage of total calls they represent;

f. the number and minutes of billable intrastate long distance calls and the percentage of total calls they represent;

g. the number and minutes of interstate long distance calls and the percentage of total calls they represent;

h. the number and percentage of total calls that are voice to TDD;

i. the number and percentage of total calls that are TDD to voice;

j. the number and percentage of calls answered within 10 seconds and within 30 seconds;

k. the percentage of time communications assistants are actually relaying calls;

l. the percentage of time communications assistants are not relaying calls and a description of the tasks assigned to communications assistants when they are not relaying calls; and

m. the percentage of time communications assistants are not relaying calls and not assigned tasks.

6. All work papers and calculations used to prepare the budget.

7. Any other information the Board believes will help explain and justify its propose budget.

Identification of TACIP Surcharge

Minnesota law requires telephone companies to list the TACIP charge together with the 911 and telephone assistance plan charges as one amount on a customer bill. Minn. Stat. § 237.49. Typically, the TACIP component of that amount is referred to specifically in connection with communication impairment.

U S West Communications, Inc. (U S West), for example, identifies the three surcharges as "911/Tel Assist/Communication-impaired Surcharges."

Recently, however, the FCC issued a directive which prohibits telephone companies from identifying the TACIP surcharge in a manner that suggests the service is available only to one group of telephone subscribers. The Board, U S West and the Minnesota Telephone Association (MTA) agree that the references on current Minnesota phone bills must be changed to ensure compliance with the FCC directive. The Commission agrees since failure to comply may jeopardize FCC certification of Minnesota' telecommunications relay service.

U S West recommends using the word "tele-relay" to identify the TACIP surcharge on customer bills. U S West currently uses this term in other states, presumably without objection from the FCC. The Commission concludes that the term "tele-relay" would be appropriate in Minnesota and should be substituted for the TACIP references used to date. The term "tele-relay" refers generically to the primary service funded by the TACIP surcharge. It does not suggest in any way that this service is provided exclusively to the communication-impaired or any other discrete group. The term should, therefore, comply with the FCC directive.

If a telephone company cannot implement the TACIP reference required by this Order, it must inform the Commission of this fact by August 1, 1993.

ORDER

1. All Local Exchange Companies shall increase the TACIP surcharge from 10 cents to 17 cents per access line and shall revise their uniform TACIP tariffs accordingly. The new 17 cent surcharge shall be implemented in the earliest practicable billing period, but no later than August 1, 1993. The revised tariff shall be filed no later than August 1, 1993.

2. Any telephone company unable to begin billing the new surcharge by August 1, 1993 shall inform the Commission on or before that date of its inability to do so and shall provide the Commission with a proposed schedule for implementation.

3. The TACIP Board shall exercise substantial and careful fiscal restraint to minimize the need for future surcharge increases.

4. TACIP's budgets submitted to the Commission shall henceforth include the information identified above in the Commission's Findings and Conclusions.

5. The TACIP Board shall file future budgets on or before January 31 of each year.

6. Telephone companies shall identify the TACIP component of the surcharge line item on customer bills as "tele-relay" service.

7. Any telephone company unable to implement the new term identifying the TACIP component of the surcharge line item shall inform the Commission of its inability to do so by August 1, 1993.

8. Telephone companies shall provide customers with a billing insert or a printed statement informing them of the increase in the surcharge and the legal basis for the change. The statement should be worded as follows: "As authorized by Law, the surcharge for Telecommunications Relay Services has been increased from 10 cents to 17 cents per telephone line." A telephone company shall submit alternative language to the Commission within 10 days of this Order if it cannot use the language suggested herein.

9. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION

Richard R. Lancaster
Executive Secretary

(S E A L)

237.49 COMBINED LOCAL ACCESS SURCHARGE.

Each local telephone company shall collect from each subscriber an amount per telephone access line representing the total of the surcharges required under sections 237.52, 237.70, and 403.11. Amounts collected must be remitted to the commissioner of public safety in the manner prescribed in section 403.11. The commissioner of public safety shall divide the amounts received and deposit them in the appropriate accounts. The commissioner of public safety may recover from the agencies receiving the surcharges the personnel and administrative costs to collect and distribute the surcharge. A company or the billing agent for a company shall list the surcharges as one amount on a billing statement sent to a subscriber.

History: *1988 c 621 s 1; 1993 c 272 s 1; 1Sp2003 c 1 art 2 s 66; 2006 c 260 art 6 s 1*

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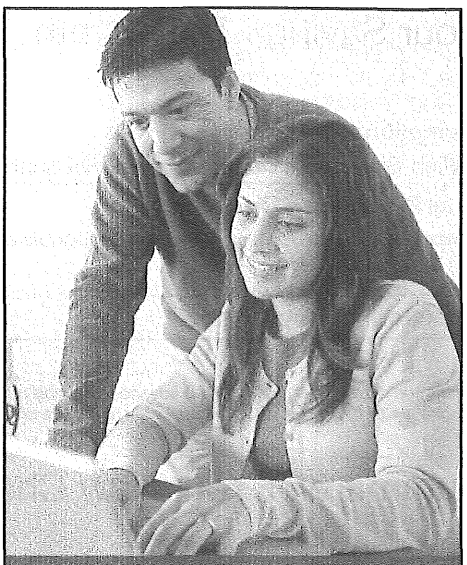
Details of Your Internet and Home Phone Charges
(cont.)

Taxes, Fees & Surcharges

Local Phone Service

Federal Excise at 3%	.67
State Sales at 6.875%	1.53
County Sales at .25%	.05
Federal Universal Serv Fund at 15.7%	.85
Tele-Relay & 9-1-1 & Telephone Assistance Plan Surcharges	.92
Taxes, Fees & Surcharges Total	**$4.02**
Total Internet and Home Phone Charges	**$55.43**



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CenturyLink DIRECTV verizon Authorized Wireless Retailer

Appendix O

Notice of Substantive Change in TRS Program

MINNESOTA DEPARTMENT OF COMMERCE

85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
www.commerce.state.mn.us
651.296.4026 FAX 651.296.1959
An equal opportunity employer

September 4, 2008

Office of the Secretary
Attn: Marlene H. Dortch
Federal Communications Commission
445 12th Street SW, Room TW-B204
Washington DC 20554

Re: Notification of Substantive Change to Minnesota's Telecommunications Relay Services Program

Dear Ms. Dortch,

The Minnesota Department of Commerce-Telecommunications Access Minnesota (DOC-TAM) respectfully submits this notice of substantive change to Minnesota's Telecommunications Relay Services (TRS) program as required by the FCC's 47 C.F.R. § 64.605 (f).

On August 26, 2008, DOC-TAM received a letter from our TRS provider, Communication Service for the Deaf (CSD) regarding a change to the Minnesota Relay 900 access telephone number (see attached). The letter stated in part:

"Sprint is in the process of discontinuing Transport 900 Service and your 900 number has been identified as being impacted by this change.

As part of this change, Sprint will consolidate 900 numbers currently being utilized for relay services into the 10,000 number block of 900 numbers with the 230 prefix (for example, the number 900-246-3323 will change to 900-230-3324). This action is necessary in order to release remaining 900 numbers back to the North American Numbering Plan Administration. The effective date of this change is planned for September 30, 2008."

Effective September 30, 2008, Minnesota Relay's 900 access number will be 900-230-3324. DOC-TAM certifies that Minnesota's TRS will continue to comply with all TRS mandatory minimum standards.

An electronic copy of this notice was also sent (via e-mail) to Arlene Alexander, Consumer & Governmental Affairs Bureau.

Sincerely,

Rochelle Renee Garrow, TAM Administrator
Telecommunications Access Minnesota
Minnesota Department of Commerce
85 Seventh Place East, Suite 600
St. Paul, MN 55101-3165
651-297-8941 (voice)
651-297-7891 (fax)
E-mail: rochelle.garrow@state.mn.us

c: Arlene Alexander, FCC

CSD

800-642-6410 (Toll Free Voice)
866-273-3323 (Toll Free TTY)
605-367-5958 (Fax)
www.c-s-d.org

CSD Headquarters • 102 N. Krohn Place, Sioux Falls, SD 57103

August 26, 2008

Ms. Rochelle Garrow
Telecommunications Access Minnesota
MN Department of Commerce
85-7th Place East, Suite 600
St. Paul, MN 55101-3165

Dear Ms. Garrow:

According to our records, you receive Sprint 900 Transport Service, which is an inward calling service provided to Sprint Relay subscribers who offer information to end users via 900 telephone numbers. Sprint is in the process of discontinuing Transport 900 Service and your 900 number has been identified as being impacted by this change.

As part of this change, Sprint will consolidate 900 numbers currently being utilized for relay services into the 10,000 number block of 900 numbers with the 230 prefix (for example, the number 900-246-3323 will change to 900-230-3324). This action is necessary in order to release remaining 900 numbers back to the North American Numbering Plan Administration. The effective date of this change is planned for September 30, 2008.

Sprint will continue to support state relay service centers, which will be unaffected by the decommissioning of Transport 900 Service. Only the 900 telephone number for a call center will change. Outreach materials will be updated to reflect the new 900 number.

To signify Minnesota Department of Commerce's acceptance of the 900 number change, please sign the appropriate space below and return a signed copy of this letter to me no later than September 12th, 2008.

Your business is important to us, and we look forward to serving your communications needs in the future.

Please do not hesitate to contact me with any questions or concerns you may have.

Sincerely,

Jim Skjeveland
Senior Vice President of Contact Center Operations

I hereby accept the 900 number change referenced above _____
(Signature of Authorized Customer Representative)