



TENNESSEE REGULATORY AUTHORITY
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

October 1, 2012

Federal Communications Commission
Office of the Secretary
Attn: Marlene H. Dortch
445 12th Street, SW, Room TW-B204
Washington, D.C. 20554

Federal Communications Commission
Consumer and Governmental Affairs Bureau
Attn: Dana Wilson
445 12th Street, Room 3-C418
Washington, D.C. 20554

Re: Telecommunications Relay Services State Re-certification Application
CG Docket No. 03-123

Dear Ms. Dortch,

In response to the Public Notice released on July 23, 2012 by the Federal Communication Commission, enclosed is a request for re-certification of the State of Tennessee Telecommunication Relay Service ("TRS"), by the Tennessee Regulatory Authority, the state agency implementing and administering the relay service in Tennessee.

In addition to a narrative description of the state's TRS, documentation to support the application is included herein. Specifically, I have included a copy of Tennessee's most recent Request for Proposals to provide TRS and CapTel along with the Authority's Final Order that established TRS standards.

If additional information or documentation is needed, please contact Lisa Cooper at 615-741-2904 extension 150 or e-mail: lisa.cooper@tn.gov

Sincerely,

A handwritten signature in cursive script, appearing to read "Earl Taylor".

Earl Taylor
Executive Director

c: Chairman Kenneth Hill
Director Sara Kyle

Director Herb Hilliard
Director Jim Allison

**Telecommunications Relay Service
Application for Renewal of Current Certification
State of Tennessee**



Submitted to:
Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-B204
Washington, D.C. 20554

By:
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Statewide TRS Provider of Record:
AT&T Corp.
Subsidiary of AT&T Inc.
208 S. Akard St.
Dallas, Texas 75202-4208

Statewide Captioned Provider of Record:
Hamilton Relay
1001 12th Street
Aurora, NE 68818

**BEFORE THE FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of Telecommunication Services for Individuals with Hearing and Speech Disabilities, and CC Docket No. 90-571 the Americans With Disabilities Act of 1990 (ADA) Pursuant to the Federal Communications Commission (FCC) Report and Order Dated July 26, 1991 and CG Docket No. 03-123

**Application for FCC Re-Certification of the State of Tennessee’s
Telecommunication Relay Services**

I. Introduction

A. General

This application for renewal of the Tennessee Telecommunications Relay Service (“TN TRS”) certification is submitted by the Tennessee Regulatory Authority, on behalf of the State of Tennessee, in accordance with 47 C.F.R. §64.604.¹ The Tennessee Regulatory Authority is the governmental entity responsible for developing and implementing TRS in Tennessee. The State of Tennessee was last certified for the time period beginning July 26, 2008 through July 26, 2013 for traditional TRS and captioned telephone relay service.

B. Tennessee’s TRS – Background

In September 1990, the Tennessee Public Service Commission (“TPSC”), now known as the Tennessee Regulatory Authority (herein referred to as the “Authority”) recognized the need to provide telephone assisted service to people with certain disabilities. To fulfill this need, TRS was established in Tennessee and designed to assist citizens with speech and hearing impairments complete telephone calls. With the opening of the TRS center in 1990, Tennessee became the fifth state to provide its speech and hearing disabled citizens with access to TRS. It is also recognized that the offering of TRS helps promote the public policy goal of universal service. Tennessee began providing CapTel Relay Services (“TN CapTel”) in 2005. The Authority continues to recognize the importance of relay service and is committed to ensuring that the TN TRS meets or exceeds all FCC mandatory minimum standards.

AT&T d/b/a AT&T Corp, with its principal offices located in Dallas, Texas, provides traditional TRS under contract for a five (5) year period, which was awarded as a result of a competitive bidding process. Under the terms of the agreement, AT&T will provide traditional (TTY-based) TRS, Spanish language traditional TRS, and Speech-to-Speech (“STS”) relay service through its own call centers located within the United States for the time period of March 25, 2012 through March 24, 2017.

¹ *States have the option of applying for renewal of certification one year prior to the expiration of the current certification that will expire on July 26, 2013. State renewal of certification means that the certified state is granted the authority to continue to operate and control its own intrastate TRS center on condition that FCC minimum standards are maintained.*

Hamilton Telephone Company d/b/a Hamilton Telecommunications (“Hamilton”), with its principal offices located in Aurora, Nebraska, was awarded the competitive bid contract to operate the TN CapTel relay service. Under the terms of the agreement, Hamilton will provide TN CapTel services through its own call centers located within the United States for the time period of September 1, 2010 through August 31, 2015.

A copy of the Request for Proposals (“RFP”) used to select our current vendors is included with this application as Appendix A.

II. The Authority’s telecommunications relay services programs (TN TRS and TN CapTel) meet or exceed all operational, technical, and functional minimum standards required in 47 C.F.R. § 64.604.

Operational standards –

(1) Communications assistant (CA).

- i. TRS providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.*
- ii. CAs must have competent skills in typing, grammar, spelling, interpretation of typewritten American Sign Language (“ASL”), and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.*
- iii. CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.*
- iv. TRS providers are responsible for requiring that VRS CAs are qualified interpreters. A “qualified interpreter” is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.*
- v. 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.*
- vi. TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.*
- vii. TRS shall transmit conversations between TTY and voice callers in real time.*

The Authority understands that the CA is the primary contact between the TRS and the users of relay service. Due to the importance of this relationship, the Authority requires that its contracted relay provider’s CAs be trained in all aspects of hearing and speech disabilities, cultures and languages including, but not limited to, ASL, Standard English translation, cued speech, finger spelling, manual English, speech reading and speech-amplification, as well as trained to be sensitive to the special needs of those with communication disabilities. The CA is also provided extensive training in confidentiality, ethics, emergency calls handling, and relay etiquette.

In the pre-employment process, the CA is screened to ensure they are suitable for the demands of this type of work. For STS communications, all CAs receive training to recognize and deal with aspects of speech disability. Supervisors are also required to meet the same qualifications and have the same training as the CAs.

TRS CAs are required to complete a comprehensive and extensive TRS training curriculum, which includes diagnostic modules that assess the capabilities for CAs to effectively meet the specialized needs of individuals with hearing and speech disabilities. TRS CAs undergo extensive training to ensure that all relay calls are handled accurately, courteously, efficiently, and in a manner that is sensitive to the needs of relay users. CAs are specifically trained to provide a functionally-equivalent service to what a voice user would experience without the use of relay.

CapTel CAs are required to satisfactorily complete a series of skills assessments and to demonstrate the expertise and knowledge necessary to caption accurately in a professional manner the words spoken by the hearing party without intervening or interfering in the communication exchanged between the parties.

The TN TRS exceeds the FCC mandatory minimum requirement in this area of training in the deaf culture and aspect of speech disability in that all TRS personnel receive such training.

CAs are required to be able to type a minimum of 60 words per minute and be literate in grammar and spelling. The TN TRS exceeds this requirement in that its oral-to-type testing of CA typing speed does not incorporate technological aids. CAs are tested to determine that the requisite proficiency has been achieved. Documentation of this testing is retained by the Contactor, and may be subject to audit. In addition, CAs are periodically monitored while processing live calls and are subject to ongoing training with respect to Deaf Culture, language and needs sensitivity.

In the case of CapTel, voice recognition software technology transmits over 100 words per minute. CapTel CAs are measured through a CA testing program that requires a proficiency level of 130 WPM speed of transcription with a 2% or less Error Rate and 98% accuracy requirement in a testing environment.

The TN TRS does not currently provide VRS services as a part of its state relay program.

As a matter of practice, the TN TRS minimizes transfers and reliefs to the extent possible. A change never takes place until either the calling or called party has completed their part of the conversation. Prior to transferring, CAs ensure that they have been processing a call for a minimum of ten (10) minutes for traditional relay and fifteen (15) minutes for STS service. The only exception occurs when a customer requests to be transferred to a different CA. Requests for the same CA to relay an entire conversation are honored whenever possible. When it is necessary to transfer a relay call, the relay platform allows for an electronic transfer of the call, which allows for a full transition of the call including any notes indicated by the CA for processing the call. Due to the complexity of STS calls, CA reliefs are “manual” reliefs only.

When a call is transferred to a relief CA, TTY customers are notified of the relief CA's identification number and gender. These notifications are provided promptly when the call is transferred, which takes place only at non-disruptive junctures between the TTY and voice parties' conversation.

The TN TRS has a good mix of male and female CAs allowing for the ability to accommodate most users' request for a preferred gender prior to the start of a relay call or upon transferring the call to a relief or different CA. CapTel CAs are waived of this requirement.

The TN TRS CAs relay conversations between TTY and voice callers are performed in real time. In the case of the TN CapTel, CAs provide real-time communications in transmission and reception of text and speech in which the CA can nearly simultaneously transcribe the speech of one party in a telephone call into text and then send that text together with the audible voice of the other party over the telephone network to their CapTel device.

(2) Confidentiality and conversation content.

- (i) Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls;*
- (ii) CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. Appropriate measures must be taken by relay providers to ensure that confidentiality of VRS users is maintained.*

The TN TRS meets this mandatory minimum requirement and understands that TRS and CapTel callers must know that their confidentiality and privacy is protected at all times. The confidentiality of a caller's identity and content of calls is of paramount importance in relaying calls. The TN TRS has defined and adheres to strict confidentiality guidelines as set forth in this requirement.

All TRS Relay CAs and managers are required to sign and comply with a Pledge of Confidentiality ("Pledge") and a CA Code of Ethics. The critical nature of confidentiality, adherence to FCC regulations, and State contractual requirements are emphasized during training and coaching discussions. Only persons who have signed the Pledge are allowed into the

operations area of the TN Relay Center. The Pledge is posted in each Relay Center. Observing or listening to actual calls by anyone other than the CA handling a call is prohibited, except for training or quality assurance purposes. All allegations of a confidentiality breach are immediately and thoroughly investigated. The individual against whom an allegation is lodged is immediately placed on administrative leave during the course of the investigation. Any individual found to have violated customer confidentiality is terminated and not allowed to work in the TN Relay Center again.

The relay call center does not maintain a written or electronic script of any kind beyond the duration of the call. Billing records are sent electronically through an automated CA platform. No billing records are retained onsite or at the CA position. All CapTel CAs adhere to strict policies of confidentiality, which comply with all FCC confidentiality requirements. The TN CapTel provider collects only personal information as is necessary to provide and bill for the captioned telephone service being rendered.

In accordance with the FCC's minimum standards, all CAs are prohibited from intentionally altering a relayed conversation. CapTel CAs are also prohibited from intentionally altering a relayed conversation. To the extent that it is not inconsistent with federal, state, or local law concerning the use of telephone company facilities for illegal purposes, CAs relay all conversations verbatim unless the relay user specifically requests summarization, or interpretation of an ASL call. In providing STS, CAs facilitate the call of an STS user with a speech disability to the extent requested, while enabling the user to be independent and maintain control of the conversation. The TN STS CAs have special training and skills to facilitate the conversation of relay users with speech disabilities without altering the intent of the conversation or interfering with the speech-to-speech user's independence or control of the call. The TN CapTel is waived from the STS Facilitation requirement.

(3) Types of calls.

- (i) Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.*
- (ii) Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call.*
- (iii) Relay service providers are permitted to decline to complete a call because credit authorization is denied.*
- (iv) Relay services shall be capable of handling pay-per-call calls.*
- (v) TRS providers are required to provide the following types of TRS calls: (1) Text-to-voice and voice-to-text; (2) VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; (3) HCO, two-line HCO, HCO-to-TTY, and HCO-to-HCO. TRS providers are required to provide the following features: (1) Call release functionality; (2) speed dialing functionality; and (3) three-way calling functionality. Voice mail and interactive menus. CAs must alert the TRS 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. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.

(viii) TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.

The TN TRS satisfies this FCC mandatory minimum standard. TN TRS CAs are prohibited from refusing to place single or sequential calls and from limiting the length of calls placed by relay users. Users are able to place as many sequence calls as they wish and to speak as long as they wish. CapTel CAs are prohibited from limiting the length of a call and are required to stay with a call for a minimum of ten minutes when answering and placing a call.

The TN TRS is capable of handling any type of call normally provided by common carriers, whether local, intraLATA, intrastate, interLATA, interstate, international or directory assistance. With the exception of handling and processing of coin-sent paid calls which have been waived indefinitely by the Commission, the TN TRS relay service is capable of handling all types of operator-assisted calls (i.e. collect, bill to third, billed to a calling card, and person-to-person calls).

TN TRS allows its CAs to decline to complete any call where an appropriate acceptance of charges or credit authorization has not been provided. CAs will attempt to solicit for the relay user an alternate method of billing the call.

The TN TRS and TN CapTel relay services platform allows for completion of any pay-per-call service. Procedures require the CA to convey to the user any and all information provided by the 900 service provider regarding the cost for accessing the service and completing the call. Using a 900-access number provides the caller with an additional safety measure in that it preserves the 900 blocking capabilities the caller may have requested through their LEC.

The relay platform that supports the TN TRS relay service supports all TRS call modalities including (1) text-to-voice and voice-to-text; (2) VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; (3) HCO, two-line HCO, HCO-to-TTY, and HCO-to-HCO; STS to TTY and vice versa. These call types are part of the initial training for all TN TRS CAs and are also available to Spanish Relay users. This service is not applicable to CapTel relay users.

The TN TRS relay provider's platform 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. This feature is used to process TTY to TTY calls 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 release has been waived for captioned telephone services.

The TRS provider's platform allows users to store up to 100 names and numbers in their speed dial profile. TN's CapTel relay provider offers speed dialing, which is built into the CapTel phone's Dialing Directory.

TN TRS supports a three-way calling functionality that allows more than two parties to be on the telephone line at the same time with the CA. The three-way calling feature is available for use by all relay users, including STS users. Another option for TRS Relay users is to dial in to another relay connection with the forwarded number, allowing for an additional party to be joined on the line. Users have the option to choose how to connect, either with another relay line or directly through their own connection. The TN CapTel provider offers FCC compliant three-way calling. Call-waiting is supported by 2-line captioned telephone. No charges beyond what the user pays their LEC for these services will be assessed to CapTel users for these local exchange non-basic services.

The TN TRS Relay enables and facilitates calling to interactive menus and voice mails. All CA positions are equipped with macro keys (pre-programmed messages) that are used when a recorded message is reached. When the CAs reaches a recorded message, they transmit a macro indicating (recorded message). CAs keep the caller informed while selecting any menu prompts as directed by the customer. CAs type updates such as (pressing 2 for balance inquiry) or (pressing 0 for live rep). This ensures that the caller is always in control of the call and can select additional prompts if they so choose.

TN TRS provides as a standard feature retrieval of voice and TTY messages from voice processing systems and answering machines, relaying the message to the relay caller in the caller's communication mode (voice, TTY, ASCII, etc.).

CA positions are equipped with a Play Back Device ("PBD") that enables the CA to capture recorded messages in their entirety without the need to redial. All messages recorded on the PBD are erased as soon as the user disconnects, ensuring confidentiality requirements are met. The TN TRS does not impose any charges for additional calls, if needed, in order to complete calls involving recorded or interactive messages. Relay callers are only billed for one complete call. Using Automated (Touchtone) Systems via TN CapTel, callers can easily receive or leave messages on answering machines or voice mail systems with automated menus. The TN CapTel user can press the captioned telephone number buttons at any time during a call to make selections. The captioning service continuously transcribes what is heard regardless of what the captioned telephone user is saying or which buttons they press. Some automated systems have very short response times which may disconnect the call. If this happens, the TN CapTel user will simply hang up and try the call again.

The requirements for TN CapTel CAs are currently waived for outbound calls because the TN CapTel CA is not involved in the call set up and cannot refuse the call. CapTel users dial sequential calls directly, therefore it is not possible for a CapTel CA to refuse sequential calls or limit length of calls.

(4) Emergency call handling requirements for TTY-based TRS providers. TTY-based TRS providers must use a system for incoming emergency calls that, at a minimum,

automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

The TN TRS exceeds the FCC's mandatory minimum standard for handling emergency calls. Its relay platform automatically connects to the caller's Public Safety Answering Point ("PSAP") by cross-referencing the caller's delivered automatic number identification ("ANI") with its associated PSAP contained in the emergency directory. The TN TRS platform also automatically transmits the caller's ANI to the PSAP.

Although relay users are encouraged to dial 911 directly from their TTY or telephone for the fastest response, the TRS is able to support users who reach the relay service for 911 calls. Procedures explicitly instruct the CA to contact the PSAP agency if a caller disconnects from the TRS prior to reaching the emergency agency. CAs contact the PSAP and provide them with the caller's telephone number and other pertinent information shared by the caller prior to disconnection. CAs are trained to stay on the line with emergency calls as long as necessary to ensure that emergency services are rendered. CAs will stay on the line until the PSAP hangs up or tells the CA to drop the line.

When calling 911 in emergency situations using 2-Line Captioned Telephone, one line is routed directly to the appropriate 911 center and the second line is routed through the captioning center. The 911 center receives the caller's ANI information directly from the network in the same way as a non-Captioned Telephone call. Emergency 911 Services will know the ANI of the caller and be able to locate the individual and send appropriate help, based on the location from which the captioned telephone call is placed.

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

The TN TRS satisfies the FCC's mandatory minimum standard. TN TRS STS customers have the option of maintaining a list of frequently called numbers through the AT&T Relay Customer Profile. STS users can add, modify or delete information in their individual Speed Dial directory. The customer profile allows STS users to create a list of over 100 frequently called numbers, which expedites their calls by providing the STS CA the name of the desired person to be dialed.

Currently, STS requirements are waived for the TN CapTel service.

(6) Visual privacy screens/idle calls. A VRS CA may not enable a visual privacy screen or similar feature during a VRS call. A VRS CA must disconnect a VRS call if the caller or the called party to a VRS call enables a privacy screen or similar feature for more than five minutes or is otherwise unresponsive or unengaged for more than five

minutes, unless the call is a 9–1–1 emergency call or the caller or called party is legitimately placed on hold and is present and waiting for active communications to commence. Prior to disconnecting the call, the CA must announce to both parties the intent to terminate the call and may reverse the decision to disconnect if one of the parties indicates continued engagement with the call.

- (7) *International calls. VRS calls that originate from an international IP address will not be compensated, with the exception of calls made by a U.S. resident who has pre-registered with his or her default provider prior to leaving the country, during specified periods of time while on travel and from specified regions of travel, for which there is an accurate means of verifying the identity and location of such callers. For purposes of this section, an international IP address is defined as one that indicates that the individual initiating the call is located outside the United States.*

The requirements of § 64.604(6) and (7) are not applicable to TN's TRS or CapTel services. VRS is not part of the state relay program.

(B) Technical standards –

- (1) *ASCII and Baudot. TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.*

The TN TRS can receive and transmit in ASCII and Baudot format at the speed that is generally in use. This includes support for TTY, voice, and computer users via these protocols: voice (inc. STS), public switched network TTY, Baudot TTY, TurboCode®, ASCII Computer, and ASCII.

These requirements have been waived for Captioned Telephone service.

(2) *Speed of answer.*

- (i) *TRS providers shall ensure adequate TRS facility staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.*
- (ii) *TRS facilities shall, except during network failure, answer 85% 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. The ten seconds begins at the time the call is delivered to the TRS facility's network. A TRS facility shall ensure that adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.*
- (A) *The call is considered delivered when the TRS facility's equipment accepts the call from the local exchange carrier (LEC) and the public switched network actually delivers the call to the TRS facility.*

- (B) Abandoned calls shall be included in the speed-of answer calculation.*
 - (C) A TRS provider's compliance with this rule shall be measured on a daily basis.*
 - (D) The system shall be designed to a P.01 standard.*
 - (E) A LEC shall provide the call attempt rates and the rates of calls blocked between the LEC and the TRS facility to relay administrators and TRS providers upon request.*
- (iii) Speed of answer requirements for VRS providers are phased-in as follows: by January 1, 2006, VRS providers must answer 80% of all calls within 180 seconds, measured on a monthly basis; by July 1, 2006, VRS providers must answer 80% of all calls within 150 seconds, measured on a monthly basis; and by January 1, 2007, VRS providers must answer 80% of all calls within 120 seconds, measured on a monthly basis. Abandoned calls shall be included in the VRS speed of answer calculation.*

The TN TRS meets and exceeds this FCC mandatory minimum standard. The Authority requires the provider of the TN TRS to employ a sufficient number of supervisory personnel to oversee CAs and maintain required service levels. To ensure that CAs are available to respond to the projected calling volumes, the provider utilizes historical calling volumes and trends to project the number of CAs required on any given day and at any given hour. Abandoned call counts are included in the calculations. In addition, the average length of call, average session minutes, average conversation minutes, and average CA work time are used in the projections to determine the number of CAs required to meet projected call volumes. Intraday adjustments are made as needed to respond to unexpected changes in call volume projections to maintain adequate staffing.

A call is considered to be delivered when the TN TRS facility's equipment accepts the call from the LEC and the public switched network actually delivers the call to the TRS facility. The Average Speed of Answer for TN TRS is measured from the time the call is accepted by the provider's equipment, regardless of whether the call originated through the public switched network, a wireless network, or a VOIP network.

As part of contract requirements, the TN TRS service provider is required to prepare and submit, on a monthly basis, a report that provides evidence that it is meeting 85% of calls answered within 10 seconds service level on a daily basis.

The TN TRS Center has adequate network facilities to meet the requirement of the P.01 standard for call blocking. Average speed of answer and call blocking on a daily and monthly basis is provided in the monthly reports provided by the relay provider. The circuits utilized by the TN TRS provider comply with a grade-of-service of P.01, which provides a functionally equivalent probability of a fast busy as one might encounter on the overall voice network.

Evidence of compliance with this rule is provided each month as part of the monthly reporting requirements. The report measures the actual speed of answer level on a daily basis. Both the State of Tennessee and the contracted relay provider understand that the LEC is

required to provide call attempt rates and rates of calls blocked between the LEC and the Tennessee Service facility upon request.

TN CapTel calls are measured in a similar fashion. For CapTel users, the number of calls that arrive at the CapTel call center will be the number of calls offered. The number of calls that are answered by a CA is the number of calls answered. The time for each call between the time the call arrives at the CapTel call center and the time answered by a CA until it is abandoned is the speed of answer. Any time spent in the voice-in telephone menu is time controlled by the user to enter in the phone number of the CapTel user they are calling. This time is subtracted out from the speed of answer time.

The TN TRS scope of service does not currently include VRS in its relay program.

(3) Equal access to interexchange carriers. 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.

The TN TRS meets this FCC mandatory minimum standard. Traditional and captioned relay callers may request that a specific carrier be used for billing of their toll, inter-LATA, or interstate call as long as the carrier is a participant in the industry's standard solution for carrier of choice calls. The TN TRS platform automatically routes the call to a LEC access tandem, which forwards the call, along with billing information, directly to the chosen carrier's network over a special circuit. The chosen carrier's network completes the call and creates a billing record. When the call is connected to the called party, the end-user billing time starts and the CA begins to relay the conversation.

From the Communication Assistant position (CAP), the relay call goes through the relay switch to the PBX Adjunct (ADJ) and then to the Access Tandem (AT). From the Access Tandem, the call goes to the Interexchange Carrier. Alternately, the call may go from the relay switch to the Public Switched Telephone Network (PSTN) and then pass to the PBX Adjunct, Access Tandem, and Interexchange Carrier.

Tennessee relay users may request to have a long distance call billed to a preferred carrier on a per call basis or automatically through a customer profile.

If a customer needs to make long distance calls with captioned telephone, they are encouraged to register their existing long distance service or calling plan with TN CapTel customer service to ensure that any long distance charges are billed under their current long distance provider. TN CapTel users can utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card, and 900 number services. Billing information is routed to the customer's carrier during the outbound call setup. The carrier provides accurate billing to the customer using the same process used for voice users.

All interstate calls and international calls are billed to the Interstate TRS Fund. Jurisdictional information is captured while the call is in progress and recorded in the CDR. This information is passed to the captioned telephone user's carrier of choice during the outbound call set-up for accurate billing to the captioned telephone user.

The TN CapTel provider offers access to directory assistance to the same extent directory assistance is offered to traditional TRS users. The captioned telephone user's carrier of choice bills for interlata and intralata directory assistance calls at their tariff rate. All billing is performed by the customer's carrier. The call is then processed like all other captioned telephone calls.

(4) TRS facilities.

- (i) TRS shall operate every day, 24 hours a day. Relay services that are not mandated by this Commission need not be provided every day, 24 hours a day, except VRS.*
- (ii) TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use.*
- (iii) A VRS CA may not relay calls from a location primarily used as his or her home.*
- (iv) A VRS provider leasing or licensing an automatic call distribution (ACD) platform must have a written lease or license agreement. Such lease or license agreement may not include any revenue sharing agreement or compensation based upon minutes of use. In addition, if any such lease is between two eligible VRS providers, the lessee or licensee must locate the ACD platform on its own premises and must utilize its own employees to manage the ACD platform.*

TN TRS and TN CapTel meet this FCC mandatory minimum standard. The Tennessee TRS and CapTel relay services are accessible and available 24 hours a day, every day of the year. The service is accessible through 711 abbreviated dialing or through one of the Tennessee Relay toll free numbers. Evidence of the availability of service is provided as part of the monthly traffic and volume reports.

The TN TRS was designed with redundancy and the ability to self-correct and self-heal when failures occur. In the event of a power failure, the Uninterruptible Power System (UPS) will keep the relay call centers switches (PBX), peripherals, TRS platform security, CA/supervisor positions, and call detail recording active as well as security lighting, environmental controls, and limited lighting until commercial power resumes. All systems and services required to keep the call center active will not suffer a power outage, due to the call center's UPS design.

Each call center has 4, 6, or 8 fully cloned, service control units – or servers. If power were removed from a server, its workload automatically re-allocates among the remaining servers in that call center. These call centers are also equipped with redundant network circuit feeds, controllers, and power supported by large battery banks that auto-switch to a diesel generators during long commercial power outages. Software engineers for TRS are always on call for assistance when needed.

Captioned telephone services are provided from several locations. CTI's CapTel Service Relay Centers is located in Madison, WI and Milwaukee, WI. Tennessee's CapTel provider, Hamilton Relay, also processes captioned telephone calls from its own call centers located in Aurora, Nebraska; Baton Rouge, Louisiana; and Frostburg, Maryland.

Each CapTel center is equipped with redundant systems for power. The CapTel centers utilize a combination of battery backup, commercial UPS supply, and/or auxiliary generator to supply uninterruptible power to the CapTel center for extended periods of time. Most equipment failures can be corrected without complete loss of service.

The CapTel switching system includes a redundant Central Processing Unit (“CPU”) on “hot stand-by” to ensure that no calls are dropped due to processor failure. A full maintenance and administrative terminal with keyboard, screen and printer capabilities, on-line monitoring, real time programming capabilities, and an inventory of spare critical components are maintained on site to ensure the required levels of service are met. Equipment and technology is tested and upgraded frequently.

The Tennessee Relay Service does not provide VRS as part of its state relay program.

(5) Technology. No regulation set forth in this subpart is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to person with disabilities. TRS facilities are permitted to use SS7 technology or any other type of similar technology to enhance the functional equivalency and quality of TRS. TRS facilities that utilize SS7 technology shall be subject to the Calling Party Telephone Number rules set forth at 47 CFR 64.1600, et seq.

The Authority understands and complies with this minimum standard.

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

The TN TRS center uses Signaling System 7 (SS7) as an out-of-band signaling method, ensuring that all calls are routed quickly and accurately. In addition, Integrated Services Digital Network (“ISDN”) Primary Rate Interface (“PRI”) protocol between the 4ESS switch and the relay center’s PBX and Automatic Call Distributor (“ACD”). The communication between the Intelligent Call Router (“ICR”) and the network used by the relay provider is all SS7. This protocol provides ANI, calling party number (“CPN”), originating line screening (“OLS”), and privacy or blocking information for all inbound calls in the same manner as non-relay callers who reach the regular “0” or “00” operator. The TRS caller’s phone number is not passed on to the called party if the calling party has Caller ID blocking invoked by his/her local telephone company.

TN CapTel offers FCC compliant Caller ID services. The FCC has required that when a TRS facility is able to transmit any calling party identifying information to the public network, the TRS facility must pass through, to the called party, at least one of the following: the number of the TRS facility, 711, or the 10-digit number of the calling party.

The actual identity of the calling party is presented to the called party's caller ID box (True Caller ID). With True Caller ID, the called party may not know that they received a call via the captioned telephone service. Also, if the calling party blocks their caller ID, the called party does not receive any caller ID information, which is functionally equivalent to a traditional voice telephone call. The caller ID information of the called party is shown on the captioned phone display screen.

(c) Functional standards

(1) Consumer complaint logs.

- (i) States and interstate providers must maintain a log of consumer complaints including all complaints about TRS in the state, whether filed with the TRS provider or the State, and must retain the log until the next application for certification is granted. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.*
- (ii) Beginning July 1, 2002, states and TRS providers shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the Commission by July 1 of each year. Summaries of logs submitted to the Commission on July 1, 2001 shall indicate the number of complaints received from the date of OMB approval through May 31, 2001.*

The Authority and its TN TRS and TN CapTel providers comply with this requirement by maintaining a summary log of all complaints. The Authority submits to the FCC summaries of the log indicating the number of complaints received for a 12-month period ending May 31. All customer contacts including complaints received about the Tennessee Relay Service are required to be retained for the life of the service provider's contract and for a minimum of twelve months following expiration of the contract.

The State of Tennessee has submitted a summary of the customer complaints to the Commission by July 1st of each year. Our most recent filing was made on June 20, 2012. Copies of the logs can be found in Appendix B.

- (2) Contact persons. Beginning on June 30, 2000, State TRS Programs, interstate TRS providers, and TRS providers that have state contracts must submit to the Commission a contact person and/or office for TRS consumer information and complaints about a certified State TRS Program's provision of intrastate TRS, or, as appropriate, about the TRS provider's service. This submission must include, at a minimum, the following:*
 - (i) The name and address of the office that receives complaints, grievances, inquiries, and suggestion*
 - (ii) Voice and TTY telephone numbers, fax number, e-mail address, and web address; and*
 - (iii) The physical address to which correspondence should be sent.*

The Authority and its TN TRS and TN CapTel providers submit to the Commission a contact person for TRS consumer information and complaints about Intrastate TRS. The submission includes the name and address of the State office that receives complaints,

grievances, inquiries and suggestions, voice and TTY telephone numbers, fax number, e-mail address, web address, and physical address to which correspondence should be sent.

- (3) *Public access to information. Carriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct, not later than October 1, 2001, ongoing education and outreach programs that publicize the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.*

The TN TRS has a very active and effective outreach program which provides information about the availability of all forms of traditional relay service and captioned relay service. Provisions within the TN TRS and TN CapTel contracts require that the providers have an outreach program, conduct, and participate, in activities throughout the state that focus primarily on educating the general public and potential users on the availability of relay services in the state. These programs provide community and business outreach and promote public awareness campaigns to educate all Tennessee citizens about the services. The staff positions of the programs include in-state Outreach Coordinators and have independently developed and participated in statewide activities distributing informational brochures on an annual basis. Outreach informational material can be found in Appendix C.

- (4) *Rates. TRS 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.*

The Authority and its TN TRS provider comply with this requirement. For local calls, the calling or the called party are not charged for calls originating and terminating within the same toll-free local calling area, despite the fact that the call may be routed through a relay center located outside the toll-free area. TRS end users pay no more for non-message toll relay calling than would be charged for the same call if billed by the end user's local exchange or competitive local exchange company. Tennessee's CapTel provider performs no billing. All billing is performed by the relay users' carrier of choice for both intraLATA and interLATA toll calls.

- (5) *Jurisdictional separation of costs--*

- (i) *General. Where appropriate, costs of providing TRS shall be separated in accordance with the jurisdictional separation procedures and standards set forth in the Commission's regulations adopted pursuant to section 410 of the Communications Act of 1934, as amended.*
- (ii) *Cost recovery. Costs caused by interstate TRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism.*

Except as noted in this paragraph, with respect to VRS, costs caused by intrastate TRS shall be recovered from the intrastate jurisdiction. In a state that has a certified program under § 64.606, the state agency providing TRS shall, through the state's regulatory agency, permit a common carrier to recover costs incurred in providing TRS by a method consistent with the requirements of this section. Costs caused by the provision of interstate and intrastate VRS shall be recovered from all subscribers for every interstate service, utilizing a shared-funding cost recovery mechanism.

(iii) Telecommunications Relay Services Fund. Effective July 26, 1993, an Interstate Cost Recovery Plan, hereinafter referred to as the TRS Fund, shall be administered by an entity selected by the Commission (administrator). The initial administrator, for an interim period, will be the National Exchange Carrier Association, Inc.

(A) Contributions. Every carrier providing interstate telecommunications services (including interconnected VoIP service providers pursuant to § 64.601(b)) and every provider of non-interconnected VoIP service shall contribute to the TRS Fund on the basis of interstate end-user revenues as described herein. Contributions shall be made by all carriers who provide interstate services, including, but not limited to, cellular telephone and paging, mobile radio, operator services, personal communications service (PCS), access (including subscriber line charges), alternative access and special access, packet-switched, WATS, 800, 900, message telephone service (MTS), private line, telex, telegraph, video, satellite, intraLATA, international and resale services.

(B) Contribution computations. Contributors' contributions to the TRS fund shall be the product of their subject revenues for the prior calendar year and a contribution factor determined annually by the Commission. The contribution factor shall be based on the ratio between expected TRS Fund expenses to the contributors' revenues subject to contribution. In the event that contributions exceed TRS payments and administrative costs, the contribution factor for the following year will be adjusted by an appropriate amount, taking into consideration projected cost and usage changes. In the event that contributions are inadequate, the fund administrator may request authority from the Commission to borrow funds commercially, with such debt secured by future years' contributions. Each subject contributor that has revenues subject to contribution must contribute at least \$25 per year. Contributors whose annual contributions total less than \$1,200 must pay the entire contribution at the beginning of the contribution period. Contributors whose contributions total \$1,200 or more may divide their contributions into equal monthly payments. Contributors shall complete and submit, and contributions shall be based on, a "Telecommunications Reporting Worksheet" (as published by the Commission in the Federal Register). The worksheet shall be certified to by an officer of the contributor, and subject to verification by the Commission or the administrator at the discretion of the Commission. Contributors' statements in the worksheet shall be subject to the provisions of section 220 of the Communications Act of 1934, as amended. The fund administrator may bill contributors a separate assessment for reasonable administrative expenses and interest resulting from improper filing or overdue contributions. The Chief of the Consumer and Governmental Affairs Bureau may waive, reduce, modify or eliminate contributor reporting requirements that prove unnecessary and require additional reporting requirements that the Bureau deems necessary to the sound and efficient administration of the TRS Fund.

(C) Registration Requirements for Providers of Non-Interconnected VoIP Service.

- (1) *Applicability.* A non-interconnected VoIP service provider that will provide interstate service that generates interstate end-user revenue that is subject to contribution to the Telecommunications Relay Service Fund shall file the registration information described in paragraph (c)(5)(iii)(C)(2) of this section in accordance with the procedures described in paragraphs (c)(5)(iii)(C)(3) and (c)(5)(iii)(C)(4) of this section. Any non-interconnected VoIP service provider already providing interstate service that generates interstate end-user revenue that is subject to contribution to the Telecommunications Relay Service Fund on the effective date of these rules shall submit the relevant portion of its FCC Form 499–A in accordance with paragraphs (c)(5)(iii)(C)(2) and (3) of this section.
 - (2) *Information required for purposes of TRS Fund contributions.* A non-interconnected VoIP service provider that is subject to the registration requirement pursuant to paragraph (c)(5)(iii)(C)(1) of this section shall provide the following information:
 - (i) The provider's business name(s) and primary address;
 - (ii) The names and business addresses of the provider's chief executive officer, chairman, and president, or, in the event that a provider does not have such executives, three similarly senior-level officials of the provider;
 - (iii) The provider's regulatory contact and/or designated agent;
 - (iv) All names that the provider has used in the past; and
 - (v) The state(s) in which the provider provides such service.
 - (3) *Submission of registration.* A provider that is subject to the registration requirement pursuant to paragraph (c)(5)(iii)(C)(1) of this section shall submit the information described in paragraph (c)(5)(iii)(C)(2) of this section in accordance with the Instructions to FCC Form 499–A. FCC Form 499–A must be submitted under oath and penalty of perjury.
 - (4) *Changes in information.* A provider must notify the Commission of any changes to the information provided pursuant to paragraph (c)(5)(iii)(C)(2) of this section within no more than one week of the change. Providers may satisfy this requirement by filing the relevant portion of FCC Form 499–A in accordance with the Instructions to such form.
- (D) *Data Collection and Audits.*
- (1) *TRS providers seeking compensation from the TRS Fund shall provide the administrator with true and adequate data, and other historical, projected and state rate related information reasonably requested to determine the TRS Fund revenue requirements and payments. TRS providers shall provide the administrator with the following: total TRS minutes of use, total interstate TRS minutes of use, total TRS investment in general in accordance with part 32 of this chapter, and other historical or projected information reasonably requested by the administrator for purposes of computing payments and revenue requirements.*
 - (2) *Call data required from all TRS providers. In addition to the data requested by paragraph (c)(5)(iii)(C)(1) of this section, TRS providers seeking compensation from the TRS Fund shall submit the following specific data associated with each TRS call for which compensation is sought:*
 - (i) *The call record ID sequence;*
 - (ii) *CA ID number;*
 - (iii) *Session start and end times noted at a minimum to the nearest second;*

- (iv) *Conversation start and end times noted at a minimum to the nearest second;*
 - (v) *Incoming telephone number and IP address (if call originates with an IP-based device) at the time of the call;*
 - (vi) *Outbound telephone number (if call terminates to a telephone) and IP address (if call terminates to an IP-based device) at the time of call;*
 - (vii) *Total conversation minutes;*
 - (viii) *Total session minutes;*
 - (ix) *The call center (by assigned center ID number) that handled the call; and*
 - (x) *The URL address through which the call is handled.*
- (3) *Additional call data required from Internet-based Relay Providers. In addition to the data required by paragraph (c)(5)(iii)(C)(2) of this section, Internet-based Relay Providers seeking compensation from the Fund shall submit speed of answer compliance data.*
- (4) *Providers submitting call record and speed of answer data in compliance with paragraphs (c)(5)(iii)(C)(2) and (c)(5)(iii)(C)(3) of this section shall:*
- (i) *Employ an automated record keeping system to capture such data required pursuant to paragraph (c)(5)(iii)(C)(2) of this section for each TRS call for which minutes are submitted to the fund administrator for compensation; and*
 - (ii) *Submit such data electronically, in a standardized format. For purposes of this subparagraph, an automated record keeping system is a system that captures data in a computerized and electronic format that does not allow human intervention during the call session for either conversation or session time.*
- (5) *Certification. The chief executive officer (CEO), chief financial officer (CFO), or other senior executive of a TRS provider with first hand knowledge of the accuracy and completeness of the information provided, when submitting a request for compensation from the TRS Fund must, with each such request, certify as follows:*
- I swear under penalty of perjury that:*
- (i) *I am ---- (name and title), --an officer of the above-named reporting entity and that I have examined the foregoing reports and that all requested information has been provided and all statements of fact, as well as all cost and demand data contained in this Relay Services Data Request, are true and accurate; and*
 - (ii) *The TRS calls for which compensation is sought were handled in compliance with Section 225 of the Communications Act and the Commission's rules and orders, and are not the result of impermissible financial incentives or payments to generate calls.*
- (6) *Audits. The fund administrator and the Commission, including the Office of Inspector General, shall have the authority to examine and verify TRS provider data as necessary to assure the accuracy and integrity of TRS Fund payments. TRS providers must submit to audits annually or at times determined appropriate by the Commission, the fund administrator, or by an entity approved by the Commission for such purpose. A TRS provider that fails to submit to a requested audit, or fails to provide documentation necessary for verification upon reasonable request, will be subject to an automatic suspension of payment until it submits to the requested audit or provides sufficient documentation.*
- (7) *Call data record retention. Internet-based TRS providers shall retain the data required to be submitted by this section, and all other call detail records, other*

records that support their claims for payment from the TRS Fund, and records used to substantiate the costs and expense data submitted in the annual relay service data request form, in an electronic format that is easily retrievable, for a minimum of five years.

- (E) Payments to TRS providers. TRS Fund payments shall be distributed to TRS providers based on formulas approved or modified by the Commission. The administrator shall file schedules of payment formulas with the Commission. Such formulas shall be designed to compensate TRS providers for reasonable costs of providing interstate TRS, and shall be subject to Commission approval. Such formulas shall be based on total monthly interstate TRS minutes of use. TRS minutes of use for purposes of interstate cost recovery under the TRS Fund are defined as the minutes of use for completed interstate TRS calls placed through the TRS center beginning after call set-up and concluding after the last message call unit. In addition to the data required under paragraph (c)(5)(iii)(C) of this section, all TRS providers, including providers who are not interexchange carriers, local exchange carriers, or certified state relay providers, must submit reports of interstate TRS minutes of use to the administrator in order to receive payments. The administrator shall establish procedures to verify payment claims, and may suspend or delay payments to a TRS provider if the TRS provider fails to provide adequate verification of payment upon reasonable request, or if directed by the Commission to do so. The TRS Fund administrator shall make payments only to eligible TRS providers operating pursuant to the mandatory minimum standards as required in § 64.604, and after disbursements to the administrator for reasonable expenses incurred by it in connection with TRS Fund administration. TRS providers receiving payments shall file a form prescribed by the administrator. The administrator shall fashion a form that is consistent with parts 32 and 36 procedures reasonably tailored to meet the needs of TRS providers. The Commission shall have authority to audit providers and have access to all data, including carrier specific data, collected by the fund administrator. The fund administrator shall have authority to audit TRS providers reporting data to the administrator. The formulas should appropriately compensate interstate providers for the provision of VRS, whether intrastate or interstate.*
- (F) Eligibility for payment from the TRS Fund.*
- (1) TRS providers, except Internet-based TRS providers, eligible for receiving payments from the TRS Fund must be:*
 - (i) TRS facilities operated under contract with and/or by certified state TRS programs pursuant to § 64.606; or*
 - (ii) TRS facilities owned or operated under contract with a common carrier providing interstate services operated pursuant to this section; or*
 - (iii) Interstate common carriers offering TRS pursuant to this section.*
 - (2) Internet-based TRS providers eligible for receiving payments from the TRS fund must be certified by the Commission pursuant to § 64.606.*
- (G) Any eligible TRS provider as defined in paragraph (c)(5)(iii)(F) of this section shall notify the administrator of its intent to participate in the TRS Fund thirty (30) days prior to submitting reports of TRS interstate minutes of use in order to receive payment settlements for interstate TRS, and failure to file may exclude the TRS provider from eligibility for the year.*

- (H) Administrator reporting, monitoring, and filing requirements. The administrator shall perform all filing and reporting functions required in paragraphs (c)(5)(iii)(A) through (c)(5)(iii)(J) of this section. TRS payment formulas and revenue requirements shall be filed with the Commission on May 1 of each year, to be effective the following July 1. The administrator shall report annually to the Commission an itemization of monthly administrative costs which shall consist of all expenses, receipts, and payments associated with the administration of the TRS Fund. The administrator is required to keep the TRS Fund separate from all other funds administered by the administrator, shall file a cost allocation manual (CAM) and shall provide the Commission full access to all data collected pursuant to the administration of the TRS Fund. The administrator shall account for the financial transactions of the TRS Fund in accordance with generally accepted accounting principles for federal agencies and maintain the accounts of the TRS Fund in accordance with the United States Government Standard General Ledger. When the administrator, or any independent auditor hired by the administrator, conducts audits of providers of services under the TRS program or contributors to the TRS Fund, such audits shall be conducted in accordance with generally accepted government auditing standards. In administering the TRS Fund, the administrator shall also comply with all relevant and applicable federal financial management and reporting statutes. The administrator shall establish a non-paid voluntary advisory committee of persons from the hearing and speech disability community, TRS users (voice and text telephone), interstate service providers, state representatives, and TRS providers, which will meet at reasonable intervals (at least semi-annually) in order to monitor TRS cost recovery matters. Each group shall select its own representative to the committee. The administrator's annual report shall include a discussion of the advisory committee deliberations.*
- (I) Information filed with the administrator. The Chief Executive Officer (CEO), Chief Financial Officer (CFO), or other senior executive of a provider submitting minutes to the Fund for compensation must, in each instance, certify, under penalty of perjury, that the minutes were handled in compliance with section 225 and the Commission's rules and orders, and are not the result of impermissible financial incentives or payments to generate calls. The CEO, CFO, or other senior executive of a provider submitting cost and demand data to the TRS Fund administrator shall certify under penalty of perjury that such information is true and correct. The administrator shall keep all data obtained from contributors and TRS providers confidential and shall not disclose such data in company-specific form unless directed to do so by the Commission. Subject to any restrictions imposed by the Chief of the Consumer and Governmental Affairs Bureau, the TRS Fund administrator may share data obtained from carriers with the administrators of the universal support mechanisms (see § 54.701 of this chapter), the North American Numbering Plan administration cost recovery (see § 52.16 of this chapter), and the long-term local number portability cost recovery (see § 52.32 of this chapter). The TRS Fund administrator shall keep confidential all data obtained from other administrators. The administrator shall not use such data except for purposes of administering the TRS Fund, calculating the regulatory fees of interstate common carriers, and aggregating such fee payments for submission to the Commission. The Commission shall have access to all data reported to the administrator, and authority to audit TRS providers. Contributors may make requests for Commission nondisclosure of company-specific revenue*

information under § 0.459 of this chapter by so indicating on the Telecommunications Reporting Worksheet at the time that the subject data are submitted. The Commission shall make all decisions regarding nondisclosure of company-specific information.

(J) [Reserved by 76 FR 63563]

(K) All parties providing services or contributions or receiving payments under this section are subject to the enforcement provisions specified in the Communications Act, the Americans with Disabilities Act, and the Commission's rules.

(L) Procedures for the suspension/withholding of payment.

(1) The Fund administrator will continue the current practice of reviewing monthly requests for compensation of TRS minutes of use within two months after they are filed with the Fund administrator.

(2) If the Fund administrator in consultation with the Commission, or the Commission on its own accord, determines that payments for certain minutes should be withheld, a TRS provider will be notified within two months from the date for the request for compensation was filed, as to why its claim for compensation has been withheld in whole or in part. TRS providers then will be given two additional months from the date of notification to provide additional justification for payment of such minutes of use. Such justification should be sufficiently detailed to provide the Fund administrator and the Commission the information needed to evaluate whether the minutes of use in dispute are compensable. If a TRS provider does not respond, or does not respond with sufficiently detailed information within two months after notification that payment for minutes of use is being withheld, payment for the minutes of use in dispute will be denied permanently.

(3) If the VRS provider submits additional justification for payment of the minutes of use in dispute within two months after being notified that its initial justification was insufficient, the Fund administrator or the Commission will review such additional justification documentation, and may ask further questions or conduct further investigation to evaluate whether to pay the TRS provider for the minutes of use in dispute, within eight months after submission of such additional justification.

(4) If the provider meets its burden to establish that the minutes in question are compensable under the Commission's rules, the Fund administrator will compensate the provider for such minutes of use. Any payment by the Commission will not preclude any future action by either the Commission or the U.S. Department of Justice to recover past payments (regardless of whether the payment was the subject of withholding) if it is determined at any time that such payment was for minutes billed to the Commission in violation of the Commission's rules or any other civil or criminal law.

(5) If the Commission determines that the provider has not met its burden to demonstrate that the minutes of use in dispute are compensable under the Commission's rules, payment will be permanently denied. The Fund administrator or the Commission will notify the provider of this decision within one year of the initial request for payment.

(M) Whistleblower protections. Providers shall not take any reprisal in the form of a personnel action against any current or former employee or contractor who discloses to a designated manager of the provider, the Commission, the TRS Fund administrator or to any Federal or state law enforcement entity, any information that the reporting person reasonably believes evidences known or suspected violations of the

Communications Act or TRS regulations, or any other activity that the reporting person reasonably believes constitutes waste, fraud, or abuse, or that otherwise could result in the improper billing of minutes of use to the TRS Fund and discloses that information to a designated manager of the provider, the Commission, the TRS Fund administrator or to any Federal or state law enforcement entity. Providers shall provide an accurate and complete description of these TRS whistleblower protections, including the right to notify the FCC's Office of Inspector General or its Enforcement Bureau, to all employees and contractors, in writing. Providers that already disseminate their internal business policies to its employees in writing (e.g. in employee handbooks, policies and procedures manuals, or bulletin board postings--either online or in hard copy) must include an accurate and complete description of these TRS whistleblower protections in those written materials.

The Authority and its TRS provider comply with this requirement. The Authority requires the TN TRS provider to submit an annual report on the first day of October each year after the contract is awarded. The report must include the information mandated by the FCC. In addition, the report must include the number of staff personnel. The Authority requires the TRS provider to maintain records of all bills submitted to the local exchange carrier for compensation for relay operation. Upon reasonable notice, the TRS provider's records of all billings must be made available for inspection by the Authority during normal business hours. The Authority requires that the relay provider to forward a record of each billable call to the designated billing agent within 30 days of the date such service was supplied.

Costs for intrastate relay call minutes are supported by a monthly surcharge that is assessed and appears on the bill for each access line a subscriber obtains from a local exchange telecommunications company. The surcharge is assessed to recover the costs associated with the relay provider charges, outreach, equipment and distribution, and the administrative costs associated with managing the Tennessee Telecommunications Relay program. All interstate relay call minutes are reported separately by the relay provider. The cost for providing interstate relay service is then submitted by the provider to the interstate TRS fund administrator for payment. Tennessee's Captioned Relay provider presents the Interstate TRS Fund administrator with a billing statement for all interstate minutes of relay in accordance with the requirements of the Interstate TRS Fund and consistent with FCC rulings. All intrastate minutes of use are compensated from the Tennessee Captioned Relay Fund.

Pursuant to a 1990 Order of the agency, a methodology was established for funding the Tennessee Relay System. The initial methodology required the relay system to be funded partially by incumbent local exchange carriers (ILECs) and partially by interexchange carriers (IXCs) via a rate additive to ILEC access charges. Of course, during this time period competitive local exchange carriers (CLECs) and VOIP providers did not exist and wireless carriers were in their beginning stages. Accordingly, it was necessary for ILECs and IXCs to fund the relay system. This funding mechanism has remained in place since that 1990 Order.

In 2005, the Authority began exploring the idea of including additional carriers to contribute to funding the relay system. The TRA opened a rulemaking proceeding in an effort to expand the funding and draft rules were developed. These rules, however, were never

approved by the Tennessee Attorney General's Office and therefore the rules are not in effect. A copy of the 1990 order can be found in Appendix D.

The Tennessee Relay Service does not provide VRS as part of its state relay program. Thus, Section N of this subpart does not apply and has not been reiterated above.

(6) *Complaints*

- (i) *Referral of complaint. If a complaint to the Commission alleges a violation of this subpart with respect to intrastate TRS within a state and certification of the program of such state under §64.606 is in effect, the Commission shall refer such complaint to such state expeditiously.*
- (ii) *Intrastate complaints shall be resolved by the state within 180 days after the complaint is first filed with a state entity, regardless of whether it is filed with the state relay administrator, a state PUC, the relay provider, or with any other state entity.*
- (iii) *Jurisdiction of Commission. After referring a complaint to a state entity under paragraph (c)(6)(i) of this section, or if a complaint is filed directly with a state entity, the Commission shall exercise jurisdiction over such complaint only if:*
 - (A) *Final action under such state program has not been taken within:*
 - (1) *180 days after the complaint is filed with such state entity;*
 - (2) *A shorter period as prescribed by the regulations of such state; or*
 - (B) *The Commission determines that such state program is no longer qualified under §64.606.*
- (iv) *The Commission shall resolve within 180 days after the complaint is filed with the Commission any interstate TRS complaint alleging a violation of section 225 of the Act or any complaint involving intrastate relay services in states without a certified program. The Commission shall resolve intrastate complaints over which it exercises jurisdiction under paragraph (c) (6) (iii) of this section within 180 days.*
- (v) *Complaint procedures. Complaints against TRS providers for alleged violations of this subpart may be either informal or formal.*
 - (A) *Informal complaints:*
 - (1) *Form. An informal complaint may be transmitted to the Consumer & Governmental Affairs Bureau by any reasonable means, such as letter, facsimile transmission, telephone (voice/TRS/TTY), Internet e-mail, or some other method that would best accommodate a complainant's hearing or speech disability.*
 - (2) *Content. An informal complaint shall include the name and address of the complainant; the name and address of the TRS provider against whom the complaint is made; a statement of facts supporting the complainant's allegation that the TRS provided it has violated or is violating section 225 of the Act and/or requirements under the Commission's rules; the specific relief or satisfaction sought by the complainant; and the complainant's preferred format or method of response to the complaint by the Commission and the defendant TRS provider (such as letter, facsimile transmission, telephone*

(voice/TRS/TTY), Internet e-mail, or some other method that would best accommodate the complainant's hearing or speech disability).

(3) Service; designation of agents. The Commission shall promptly forward any complaint meeting the requirements of this subsection to the TRS provider named in the complaint. Such TRS provider shall be called upon to satisfy or answer the complaint within the time specified by the Commission. Every TRS provider shall file with the Commission a statement designating an agent or agents whose principal responsibility will be to receive all complaints, inquiries, orders, decisions, and notices and other pronouncements forwarded by the Commission. Such designation shall include a name or department designation, business address, telephone number (voice and TTY), facsimile number and, if available, internet e-mail address.

(B) Review and disposition of informal complaints.

(1) Where it appears from the TRS provider's answer, or from other communications with the parties, that an informal complaint has been satisfied, the Commission may, in its discretion, consider the matter closed without response to the complainant or defendant. In all other cases, the Commission shall inform the parties of its review and disposition of a complaint filed under this subpart. Where practicable, this information shall be transmitted to the complainant and defendant in the manner requested by the complainant (e.g., letter, facsimile transmission, telephone (voice/TRS/TTY) or Internet e-mail.

A complainant unsatisfied with the defendant's response to the informal complaint and the staff's decision to terminate action on the informal complaint may file a formal complaint with the Commission pursuant to paragraph (c)(6)(v)(C) of this section.

(C) Formal complaints. A formal complaint shall be in writing, addressed to the Federal Communications Commission, Enforcement Bureau, Telecommunications Consumer Division, Washington, DC 20554 and shall contain:

(1) The name and address of the complainant,

(2) The name and address of the defendant against whom the complaint is made,

(3) A complete statement of the facts, including supporting data, where available, showing that such defendant did or omitted to do anything in contravention of this subpart, and

(4) The relief sought.

(D) Amended complaints. An amended complaint setting forth transactions, occurrences or events which have happened since the filing of the original complaint and which relate to the original cause of action may be filed with the Commission.

(E) Number of copies. An original and two copies of all pleadings shall be filed.

(F) Service.

- (1) Except where a complaint is referred to a state pursuant to §64.604(c)(6)(i), or where a complaint is filed directly with a state entity, the Commission will serve on the named party a copy of any complaint or amended complaint filed with it, together with a notice of the filing of the complaint. Such notice shall call upon the defendant to satisfy or answer the complaint in writing within the time specified in said notice of complaint.*
 - (2) All subsequent pleadings and briefs shall be served by the filing party on all other parties to the proceeding in accordance with the requirements of §1.47 of this chapter. Proof of such service shall also be made in accordance with the requirements of said section.*
- (G) Answers to complaints and amended complaints. Any party upon whom a copy of a complaint or amended complaint is served under this subpart shall serve an answer within the time specified by the Commission in its notice of complaint. The answer shall advise the parties and the Commission fully and completely of the nature of the defense and shall respond specifically to all material allegations of the complaint. In cases involving allegations of harm, the answer shall indicate what action has been taken or is proposed to be taken to stop the occurrence of such harm. Collateral or immaterial issues shall be avoided in answers and every effort should be made to narrow the issues. Matters alleged as affirmative defenses shall be separately stated and numbered. Any defendant failing to file and serve an answer within the time and in the manner prescribed may be deemed in default.*
- (H) Replies to answers or amended answers. Within 10 days after service of an answer or an amended answer, a complainant may file and serve a reply which shall be responsive to matters contained in such answer or amended answer and shall not contain new matter. Failure to reply will not be deemed an admission of any allegation contained in such answer or amended answer.*
- (I) Defective pleadings. Any pleading filed in a complaint proceeding that is not in substantial conformity with the requirements of the applicable rules in this subpart may be dismissed.*

The TN TRS and TN CapTel providers are required to follow up and resolve each complaint as expeditiously and thoroughly as possible. TN TRS and the TN CapTel complaints filed with the Authority are investigated and resolved within ten business days, whenever possible. In the instances that a resolution cannot be reached within that time frame, continuous status updates from the relay provider concerning the complaint is required until the situation has been resolved.

The Authority understands that if a complaint is filed with or escalated to the FCC for failure to provide a resolution to a complaint, the FCC may exercise jurisdiction. The Authority further understands that the Commission will resolve intrastate complaints over which it exercises jurisdiction under paragraph (c)(6)(iii) of this section within 180 days. The Tennessee

Relay Program is in full compliance with FCC requirements regarding the consumer complaint process.

(7) Treatment of TRS customer information. Beginning on July 21, 2000, all future contracts between the TRS administrator and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. 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.

The TN TRS and TN CapTel utilizes customer preference profile data to identify incoming call types, designate preferred toll and long distance carriers, and indicate call preferences by storing frequently dialed telephone numbers. Other special and enhanced features are also available for STS users and Deaf/Blind users.

All information is strictly confidential and is not used for marketing of other products or services. No information is ever sold or otherwise revealed without the consent of the profiled user. In compliance with FCC requirements, all customer information contained in a customer preference profile is transferrable to an incoming TRS vendor within the timeframe of 60 days.

The State of Tennessee is currently certified to provide intrastate TRS and requests certification for a five-year period beginning July 26, 2013. Neither the TN TRS, nor the TN CapTel program, has ever been suspended or revoked. The Authority affirms that its programs will continue to meet all FCC requirements necessary for certification.

III. The TN TRS and TN CapTel programs make available adequate procedures and remedies for enforcing the state programs.

A designated person within the Consumer Services Division of the Authority handles relay complaints and concerns that are filed directly with the Authority. This person also handles complaints that are filed with the FCC. Information regarding a contact person is provided to the FCC in accordance with 47 C.F.R. §64.604. This information is also provided to the National Association for State Relay Administration for publication where appropriate.

The TN TRS and the TN CapTel programs ensure that informational publications produced by the relay provider include specific information as to where a person may file a complaint or provide commendation regarding TRS.

IV. Where either the TN TRS and/or TN CapTel programs exceed the mandatory minimum standards contained in §64.604, the state establishes that its programs in no way conflict with federal law.

The TN TRS exceeds the FCC’s mandatory minimum standards contained in 47 C.F.R. §64.604 in the areas of Operational Standards for the following: Communications Assistants, Emergency Calls and STS Calls. These standards exceed the FCC’s mandatory minimum requirements, but do not conflict with federal law or regulations.

FCC Minimum Standard (§ 64.604)	Meets	Exceeds
(a) Operational Standards		
(1) Communications assistants		✓
(2) Confidentiality and conversation content	✓	
(3) Types of calls	✓	
(4) Handling of emergency calls		✓
(5) In-call replacement of CAs	✓	
(6) CA gender preference	✓	
(7) STS called numbers		✓
(b) Technical Standards		
(1) ASCII and Baudot	✓	
(2) Speed of Answer	✓	
(3) Equal access to interexchange carriers	✓	
(4) TRS facilities	✓	
(5) Technology	✓	
(6) Voice mail and interactive menus	✓	
(c) Functional Standards		
(1) Consumer complaint logs	✓	
(2) Contact persons	✓	
(3) Public access to information	✓	
(4) Rates	✓	
(5) Jurisdictional separation of costs	✓	
(6) Complaints	✓	
(7) Treatment of TRS customer information	✓	

APPENDIX A
Request for Proposals
Traditional Relay
Capitel Relay



**STATE OF TENNESSEE
TENNESSEE REGULATORY AUTHORITY**

**REQUEST FOR PROPOSALS
FOR
TENNESSEE RELAY SERVICE**

RFP # 31611-20111

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
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4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
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ATTACHMENTS:

- 6.1. Proposal Statement of Certifications & Assurances
- 6.2. Technical Proposal & Evaluation Guide
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- 6.4. Reference Questionnaire
- 6.5. Proposal Score Summary Matrix
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1. INTRODUCTION

The State of Tennessee, TENNESSEE REGULATORY AUTHORITY, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for the provision of a Tennessee Relay Services Operation Administrator, to manage a service for use by individuals who cannot access telecommunication by traditional methods and of which telecommunication relay is the most efficient technology for their use, as further defined in the "SCOPE OF SERVICES" of the Pro Forma contract, Attachment 6.6 of this RFP.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 31611-20111

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Miki Klein

Tennessee Regulatory Authority
460 James Robertson Parkway
615-741-2904 Ext 206
Miki.Klein@tn.gov
615-741-8953 Facsimile

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Zenobia Wade
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505
615-741-2904, extension 197
Zenobia.Wade@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the

communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).
- 1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond shall be a sum equal to two hundred thousand dollars (\$200,000.00), and said amount shall not be reduced at any time during the period of the contract.

The successful Proposer must obtain the required performance bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., *Pro Forma* Contract, Attachment B) and provide it to the State no later than the performance bond deadline detailed in the RFP Section 2, Schedule of Events.

The successful Proposer must meet this performance bond requirement by providing the State either:

- a. a performance bond that covers the entire Contract period including all options to extend the Contract, or
- b. a performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

Failure to provide to the State a performance bond as required by performance bond deadline detailed in the RFP Section 2, Schedule of Events and, as applicable in the case of a periodic new (or re-issued) performance bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued bond, shall result in contract termination.

The successful Proposer must make all necessary arrangements for the performance bond prior to the Contract start date and prior to any subsequent performance bond deadlines in the case of an annual performance bond. The State will not assist the Proposer with securing the services of any fidelity or guaranty underwriter.

Failure to adhere to the requirements of this RFP Section shall result in termination of the Contract as a material breach of the contract. Further, as applicable, failure to periodically provide to the State a new or re-issued performance bond subsequent to the first as required above shall be a material breach of contract and result in the State taking action to exact payment pursuant to the current performance bond held by the State.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events,

potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		June 21, 2011
2. Disability Accommodation Request Deadline	2:00 p.m.	June 24, 2011
3. Notice of Intent to Propose Deadline	2:00 p.m.	June 27, 2011
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 30, 2011
5. State Response to Written "Questions & Comments"		July 5, 2011
6. Proposal Deadline	2:00 p.m.	July 13, 2011
7. State Completion of Technical Proposal Evaluations		July 18, 2011
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 19, 2011
9. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 22, 2011
10. Contract Signing		August 3, 2011
11. Contractor Contract Signature Deadline	2:00 p.m.	August 10, 2011

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Proposal Delivery**

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 31611-20111 TECHNICAL PROPOSAL ORIGINAL”

and four (4) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 31611-20111 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 31611-20111 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

“RFP # 31611-20111 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

- 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31611-20111 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31611-20111 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 31611-20111 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Miki Klein
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive

and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Cost Proposal (refer to RFP Attachment 6.3.)	40

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.
- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 31611-20111 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer’s company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.6.	Provide a copy of a valid certificate of insurance indicating liability insurance in the amount of at least two hundred thousand dollars (\$200,000.00).	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <p>NOTES:</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)		
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		1	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		1	
	C.4.	Provide consumer outreach strategies to promote awareness of the product in Tennessee.		1	
	C.5.	Provide report format on operations and compliance of product service.		1	
	C.6.	Provide proof of compliance with FCC regulations of Relay Services.		1	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 30 <i>(maximum possible score)</i>	= SCORE:	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (*I.E.*, MINIMUM AMOUNT, “BLANK” CELLS, *ETC.*)

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:								
PRINTED NAME & TITLE:								
DATE:								
PROPOSER LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					STATE USE ONLY		
	9/25/11- 9/24/12	9/25/12- 9/24/13	9/25/13- 9/24/14	9/25/14- 9/24/15	9/25/15- 9/24/16	Sum	Eval. Factor	Eval. Cost (sum x factor)
Unit price per conversation minute for providing the service proposed including all services as defined in the pro forma contract Scope of Services of the subject RFP.	\$ /minute	\$ /minute	\$ /minute	\$ /minute	\$ /minute		113,880	
EVALUATION COST AMOUNT (sum of evaluation costs above):								
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from <u>all</u> proposals								

evaluation cost amount being evaluated						SCORE:		
						x 40		
						(maximum section score)		
						=		
						SCORE:		
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>								

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 31611-20111 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What services does /did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?**

Please respond by circling the appropriate number on the scale below.

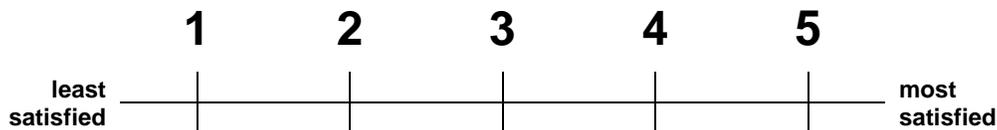
	1	2	3	4	5	
least satisfied						most satisfied

RFP # 31611-20111 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

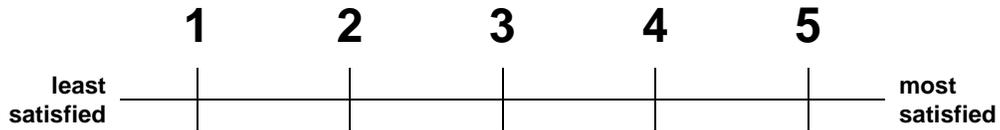


What, if any, comments do you have regarding the score selected above?

RFP # 31611-20111 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

- (11) **Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

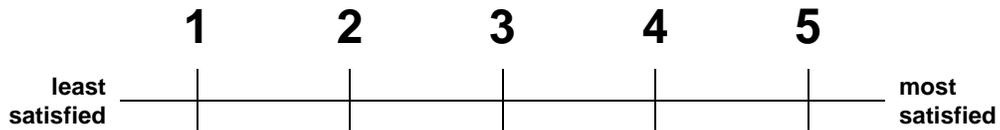
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) **Would you contract again with the reference subject for the same or similar services?**

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.**PROPOSAL SCORE SUMMARY MATRIX**

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 40)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 31611-20111 *PRO FORMA* CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

***PRO FORMA* CONTRACT**

DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL POLICY

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE REGULATORY AUTHORITY
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Regulatory Authority, hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of Tennessee Relay Services Operation Administrator, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Federal Employer Identification, Social Security, or Edison Registration ID # Number
Contractor Place of Incorporation or Organization: Location

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.1.1 Intrastate and Interstate calling.

The Tennessee Relay Service (TRS) has been established to provide access for the communicatively disabled to the intrastate telecommunications network which is functionally equivalent to that enjoyed by individuals who are not disabled. The communicatively disabled caller had, until the establishment of the TRS, been restricted to communicating over the telephone network with only those individuals who had specialized equipment such as TDDs, TTYs or personal computers. TRS provides telecommunication access to and from the communicatively disabled without the need for the non-disabled to utilize anything other than a telephone.

To access the TRS, 711 abbreviated dialing, in addition to one or more toll-free numbers, shall be provided. These toll-free numbers shall be universally available and shall be uniform throughout the state.

TRS in Tennessee is designed to only accept calls that originate from or terminate at Telecommunication Devices for the Deaf (TDD), Teletypes (TTY), Personal Computers (PC), or any other automated equipment used to facilitate telecommunications service for the communicatively disabled. Such calls shall both originate and terminate within the state. The TRS shall be capable of accepting calls placed across a state line which, if the relay center were not utilized, would be considered local intrastate calls. Individuals with communication disabilities subscribing to Tennessee intrastate service should be able to call or be called by any business or residence that has standard telephone service in Tennessee.

The intrastate relay system will not be required to provide interstate calling. However, the intrastate TRS must be capable of accommodating any interstate TRS that may be authorized or funded through the federal jurisdiction. If the Contractor elects to provide interstate relay calls, these calls must be accounted for separately from intrastate calls and shall not be billed pursuant to any contract.

A.1.2 Voice and Hearing Carry-Over.

The TRS must accept calls from a voice-capable caller who is hearing-disabled and permit this caller to speak his or her own message directly to a call recipient who is hearing capable without such transmission being processed by the relay Communications Assistant (CA). Similarly, the TRS must accept calls from a hearing capable caller who is speech-disabled and permit this caller to receive the transmission directly from the other party without any intervention from the CA. These services are known as voice carryover (VCO) and hearing carryover (HCO), respectively.

A.1.3 Speech-to-Speech Relay.

The TRS shall provide speech-to-speech (STS) relay services for those callers who are speech-disabled. STS calls must be handled by a relay CA who has been specially trained to understand the speech patterns of callers with speech disabilities and can communicate the caller's message.

A.1.4 Spanish and Other Non-English Relay.

The TRS shall provide intrastate and interstate Spanish Relay Services. The TRS shall also provide other non-English relay services as directed by the State or based on changes in the State's demographics which warrant the availability of such service.

A.1.5 Directory Assistance Calls.

The TRS will provide directory assistance without charge, unless otherwise ordered by the State.

A.1.6 Emergency Calls.

The TRS shall accept emergency calls and shall be capable of switching such calls to local emergency numbers although this service will not be recommended or promoted as a replacement for the dialing of local emergency numbers (E-911) which are equipped to handle TDD calls. Relay center callers should be discouraged from utilizing the Tennessee relay system as an emergency response service.

The TRS, when handling incoming calls made to E-911, must have a system that would automatically and immediately transfer the caller to the nearest Public Safety Answering Point (PSAP). If the caller disconnects before being connected to E-911 services, the CA handling the call must orally provide the telephone number of the caller to E-911 officials.

A.2 Access to Relay Center.

Access to the TRS through the abbreviated dialing of 711 shall be provided. In addition to the provision of 711, one or more toll-free numbers shall be provided. Abbreviated dialing of 711 shall not replace emergency 911. The toll-free numbers shall be universally available and shall be uniform throughout the state.

While the Contractor is not restricted to utilizing only one toll-free number for the relay center, the Contractor will utilize the least amount of numbers as possible for access to the center to eliminate confusion and to promote easy and frequent utilization of the center.

A.3 Relay Call Limitations.

The TRS will be capable of handling any call normally provided by common carriers. Only those calls that are incapable of relay due to lack of existing technology are exempt from handling by

the TRS. However, where possible, the Contractor must establish a future handling date to provide relay for such calls when technology becomes available.

A.4 Special Calling Service.

The TRS shall provide its users with conference and three-way calling and other custom calling features as they become available in this state and to the extent technically feasible. Charges assessed to such TRS users shall not exceed the charges assessed by the dominant exchange company serving the exchange from which the call is being placed. Additionally, charges for ancillary services not traditionally provided by the local exchange company must not exceed the rates assessed to those persons without communication disabilities.

A.5 TRS Technical Service Standards.

- A.5.1 The TRS shall provide relay service for all exchanges 24 hours a day, every day, including holidays.
- A.5.2 There shall be no restrictions on duration or number of calls placed by callers through the relay center.
- A.5.3 The TRS shall be able to accept calls from any FCC type approved customer premise equipment (CPE) which uses either ASCII or BAUDOT formats.
- A.5.4 Transmission circuits shall meet or exceed interexchange performance standards for circuit loss and noise.
- A.5.5 The TRS shall have a sufficient number of CAs, circuit trunks and other facilities to achieve the standards of service required by this RFP.
- A.5.6 The TRS must provide access to each user's interexchange carrier (IXC) of choice, and to all other operator service, to the same extent that such access is provided to voice users.
- A.5.7 The TRS must answer 85% of all calls within ten (10) seconds by any method to prevent the caller's call from being placed in a sequence "to be answered in the order received" or on-hold. The ten (10) seconds timing begins when the call reaches the network of the TRS.
- A.5.8 The TRS shall make available to CAs the use of a "hot key" to be used to alert the TRS user of the presence of a recorded or interactive message for the number called. The TRS shall be capable of allowing the CA to record interactive or recorded messages to be used in order to facilitate the existing call, for the length of the call only.
- A.5.9 The TRS shall be able to accommodate calls to pay-per-call services.
- A.5.10 To ensure service reliability, the TRS shall be equipped with a back-up service and power capability in accordance with the State rules found in Attachment A, including uninterruptible power sources for emergency use. In addition, the TRS shall have an emergency place of action for service disruption, (e.g., extraordinary weather occurrences or disasters, etc.).

A.6 Turbo Code

- A.6.1 The TRS shall provide Turbo Code.

A.7 TRS Operational Standards.

- A.7.1 The TRS shall employ a sufficient number of supervisory personnel to oversee CAs and to maintain required service levels. Such supervisors shall meet the same qualifications and have the same training as the CAs they supervise.
- A.7.2 CAs shall be subject to personality profiling and screening for suitability for the demands of relay work.
- A.7.3 CAs shall be trained in all aspects of hearing and speech disabilities, cultures and language including, but not limited to, American Sign Language (ASL), Standard English Translation, cued speech, finger spelling, manual English, speech-reading and speech-amplification as well as trained to be sensitive to the special needs of the communicatively disabled.
- A.7.4 CAs shall be capable of typing a minimum of 60 words per minute and be literate in grammar and spelling.
- A.7.5 CAs shall be tested to determine that the requisite proficiency and suitability have been achieved. Documentation of this testing shall be retained by the Contractor and may be subject to audit.
- A.7.6 CAs shall be subject to ongoing training with respect to hearing impaired culture, language and needs sensitivity.
- A.7.7 CAs shall adhere to the following standards:
- A.7.7.1 CAs shall not intervene or interject personal comments, judgments, or additional information when relaying calls.
- A.7.7.2 CAs shall be as transparent as possible to the users of the TRS. They shall avoid use of the third person and shall not intentionally alter the content of the relay calls.
- A.7.7.3 CAs shall adhere to the Code of Ethics for Interpreters of the Deaf.
- A.7.7.4 CAs shall only leave messages with third parties when instructed to do so by the calling party.
- A.7.7.5 CAs shall relay all calls regardless of the obscene or illegal nature of the call.
- A.7.7.6 CAs shall not discuss the contents of relayed calls, any caller identifying factors, calling points, or other information about relayed calls other than what is necessary to train other CAs. Such training shall never refer to specific individuals, places, or content that would disclose to a trainee, or other person confidential information.
- A.7.7.7 All communications made by or to a person with a communications disability is a privileged communication and is not subject to disclosure in any court proceeding or otherwise pursuant to T.C.A. § 24-10210.
- A.7.7.8 CAs shall disconnect promptly at the end of each call to avoid additional charges. Where a caller or called party refuses disconnection and/or is abusive or uncooperative, the TRS supervisor may intervene to handle the call.

A.7.7.7 CAs may deny completion of relay calls where credit authorization is denied or where a caller is extremely, abusive, harassing, and uncooperative with the CAs. The CA shall document such incidents with intervention, where necessary, by the supervisor.

A.7.7.10 CAs shall provide, when requested by the TRS user and where possible, CA genders at the beginning of the call and, at the time during the call when a transfer of CA is necessary.

A.7.7.11 CAs shall relay a call verbatim unless the relay user requests summarization or interpretation of an ASL call.

A.7.7.12 CAs answering and placing a TTY based relay call must stay with the call for a minimum of ten (10) minutes before being replaced by another CA. CAs answering and placing an STS call must stay with the call for a minimum of fifteen (15) minutes, before being replaced by another CA for the same call.

A.8 Customer Profile.

The TRS shall provide to STS users the option to maintain a customer profile list that includes the name and telephone numbers of frequently called individuals to be used to complete relay calls. Such information shall not be deemed customer proprietary network information under Section 222 of the Communications Act and shall be transferred to the new Contractor from the previous Contractor if a change of Contractor occurs at the end of a contract period or any time during an existing contract.

A.9 Call Rating and Billing Requirements.

A.9.1 The calling or called parties using the TRS shall not be charged for calls originating and terminating within the same toll-free local calling area despite the fact that these calls may be routed through a relay center located outside the toll-free area.

A.9.2 The TRS shall not impose a charge for additional calls that must be made by the relay user to complete a call related to a recorded or interactive message.

A.9.3 All toll calls placed through the TRS shall be rated to the users of the service at the hearing-impaired discount rate applied by the State. These calls shall be rated as if the calls were placed between the originating and terminating call points instead of routed through the relay center. The timing of the call for billing purposes shall begin immediately upon pick-up at the called number. If a caller requests a person-to-person toll call, the timing begins only after the requested person has answered the call.

A.9.4 Calls to 900, 976, or 900-like services or other pay-per-call services shall not be subject to the hearing impaired discount and the caller shall be advised accordingly.

A.9.5 Provider compensation billing submitted shall be based on the following assumptions. Any call which is answered by a live relay CA may count as one call for the provider compensation purpose regardless of whether the call is completed to the called party. Duration, for purposes of call measuring for provider compensation, shall be from the time a live CA begins to relay a call including giving instructions on how to utilize the service until the call is terminated by the calling or called party, whichever comes first. Calls shall be billed to the contractor on a per minute basis measured by the duration of the call.

- A.9.6 TRS shall include a method of providing sufficient billing and collection of information to allow calls to be billed accurately. The system must be capable of providing at a minimum, automatic number identification (ANI), the called number, the billing start and end time, and type of call, i.e., person-to-person, etc. Information local calls are to be retained by the Contractor for service monitoring, auditing and contractor reporting purposes.
- A.9.7 The TRS shall forward a record of each billable call to the designated billing agent, i.e., LEC, IXC, etc. within 30 days of the date such service was supplied. The record must contain the telephone number or credit card number for all end user billable calls, i.e., local or toll; originating and terminating numbers; date of the call; start and end time of the call type (person to person), collect, etc; and preferred IXC for interlata calls.
- A.10 Federal Communication Commission (FCC) Compliant.
- A.10.1 Not limited to these rules in this Contract, the TRS must meet or exceed the FCC's mandatory minimum operational, technical and functional standards necessary to maintain state certification as indicated in CC Docket Number 98-67 et. seq., and amended docket.
- A.11 Facility Requirement.
- The primary relay center facility shall be located in Tennessee. There may be one or more center locations so long as service quality levels are maintained uniformly throughout the state. The center shall have adequate equipment, furniture and facilities, either owned or leased, to provide TRS for all possible center call volumes. If the TRS is located in a facility offering other services, the relay service shall be isolated appropriately to assure confidentiality standards are upheld. The relay center must be ready for operation by or before September 25, 2011. Off-peak or holiday center traffic as well as some specialized services such as Speech to Speech and other non-English relay services, may be handled at an out-of state center to cut down on the cost to the Contractor. However, peak service shall be handled through the Tennessee center.
- A.12 Auditing Requirements
- A.12.1 The Contractor shall report monthly to the State on the service of the relay center. Such report shall include the following: total number of calls relayed in that month; a breakdown of the number of calls initiated by non-impaired (voice) and hearing impaired parties handled through the TRS; the average duration of the call; the average speed of answer time; the daily average number of calls in queue; the blockage rate; the average length of time a call is in queue to be answered; and a summary of all relay complaints registered during that month.
- A.12.2 The Contractor shall report annually to the State and/or fund administrator on the operations and traffic patterns of the center. On the first day of October in each year of the contract, the Contractor shall submit its annual report to the State which shall include a summary of all charges to date submitted to the contractor for payment, the monthly call volume for that year for intrastate and interstate calls, the average call duration in each month, and the average monthly cost per call or minute. As a part of the report, the Contractor shall provide the number of personnel stationed in Tennessee and serving the center at that time.
- A.13 Outreach and Consumer Related Activities.

- A.13.1 The Contractor shall provide Outreach Personnel located in the state of Tennessee to provide outreach and activities to Tennessee relay users.
- A.13.2 The Contractor shall work with the local exchange carriers of Tennessee to ensure that the LECs publish TRS information in their directories, provide periodically informational billing inserts, place instructions in their telephone directories on how to use the TRS, include the listing of TTY numbers toll-free numbers and instructions on 711 access in the directory and provide relay information through its directory assistance services.
- A.13.3 The Contractor shall engage in outreach activities, promotional campaigns and other means of educating the public as to the benefits of the TRS. The Contractor shall, with the approval of the State and other appropriate officials, develop promotional materials, brochures and educational tools to explain TRS.
- A.13.4 The Contractor shall promote the TRS annually by distributing brochures, pamphlets, posters or other information documentation to the community as well as Public Service Announcements statewide.
- A.13.5 The Contractor shall maintain a Relay Advisory Committee of community members and relay users. This committee shall meet quarterly, at the expense of the relay provider, to discuss the relay and telecommunication needs of the relay users in the state. This committee shall consist of no fewer than five (5) members total from the West, Middle and Eastern parts of the state; as well as, members representing the users of various relay types.
- A.14 The Contractor shall obtain from the State, prior to the effective date of the Contract, a Certificate of Public Convenience and Necessity (CCN) pursuant to Tennessee Code Annotated, Section 65-4-201.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning September 25, 2011, and ending on September 24, 2016.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this contract.

- C.1 The Contractor shall submit monthly invoices for the actual number of intrastate minutes processed through the TRS to the "Fund Administrator" designated by the State. Said invoices shall be submitted in form and substance acceptable to the State and Fund Administrator with all necessary supporting documentation prior to any payment. Such payments from the Fund Administrator shall constitute the entire compensation due the Contractor for services rendered pursuant to this Contract and the Contractor's obligation hereunder regardless of the difficulty, materials, hours worked, or equipment required. The unit rates of this contract are firm for the duration of the contract and are not subject to increase for any reason unless amended.
- C.2 The State or its designee reserves the right to audit any and all financial and operational aspects of the TRS during the course of this contract.

- C.3 In consideration of products and services provided hereunder by the Contractor, the Contractor shall charge per conversation minute for TRS to the TRS Fund Administrator as follows:
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in this Section.
 - b. The Contractor shall be compensated for said units based upon the following payment rates:

Cost Item Description	Cost Per Minute				
	9/25/11-9/24/12	9/25/12-9/24/13	9/25/13-9/24/14	9/25/14-9/24/15	9/25/15-9/24/16
Tennessee Relay Service per conversation minute	\$	\$	\$	\$	\$

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Miki Klein
 Tennessee Regulatory Authority
 460 James Robertson Parkway
 Nashville, TN 37122
 Miki.Klein@tn.gov
 Telephone # 615-741-2904 Ext. 206
 FAX # 615-741-8953

The Contractor:

Contractor Contact Name & Title
 Contractor Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

- E.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.4. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.5. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31611-20111 (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.6. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the amount equal to two hundred thousand dollars (\$200,000.00). The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment B hereto), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:

- a. the Contract term and all extensions thereof; or
- b. the first, calendar year of the Contract (ending December 31st following the Contract start date) in the amount of two hundred thousand dollars (\$200,000.00) and, thereafter, a new performance bond in the amount of two hundred thousand dollars (\$200,000.00) covering each subsequent calendar year of the contract period. In which case, the Contractor shall provide such performance bonds to the State no later than each December 10th preceding the calendar year period covered beginning on January 1st of each year.

Failure to provide to the State the performance bond(s) as required herein prior to the Contract start date and, as applicable, no later than December 10th preceding each calendar year period covered beginning on January 1st of each year, shall result in contract termination. The Contractor understands that the stated amount of the performance bond required hereunder shall not be reduced during the contract period for any reason.

- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.9. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
 - a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.10. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Chairman of the Tennessee Regulatory Authority, for such decision and non-competitive procurement.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE REGULATORY AUTHORITY:

Mary W. Freeman, Chairman

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Bond # _____

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

 (Name of Principal)

 (Address of Principal)
 as Principal, hereinafter called the Principal, and

 (Name of Surety)

 (Address of Surety)
 as Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee, Tennessee Regulatory Authority, as Obligee, hereinafter called the Obligee, and in the sum of

 Two Hundred Thousand Dollars (\$200,000)
 good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:
 WHEREAS, the Obligee has engaged the Principal to complete Work detailed in the Scope of Services detailed in the State of Tennessee, Tennessee Regulatory Authority, Request for Proposals for the Tennessee Relay Service, bearing the RFP Number 31611-2011, a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever

which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnisher of labor or material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, _____.

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

ACKNOWLEDGEMENT OF PRINCIPAL (Corporation)

STATE OF _____
COUNTY OF _____

On this _____ day of _____ in the year _____, before me personally comes _____, to me known, who being by me duly sworn deposes and says that (s)he resides in the City of _____, that (s)he is the _____ of _____, the corporation described in and which executed this foregoing instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF SURETY

STATE OF _____
COUNTY OF _____

On this _____ day of _____ in the year _____, before me personally comes _____, Attorney-in-Fact of _____, with whom I am personally acquainted and who being by me duly sworn, says that (s)he resides in _____; that (s)he is the Attorney(s)-in-Fact of _____, the Company described in and which executed the within instrument; that (s)he knows the corporate seal of the such Company; that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of the said Company; and that (s)he signed said instrument as Attorney-in-Fact of said Company by like order.

NOTARY PUBLIC



**STATE OF TENNESSEE
TENNESSEE REGULATORY AUTHORITY**

**REQUEST FOR PROPOSALS
FOR
CapTel Enhanced Relay Service**

RFP # 31611-20101

RFP CONTENTS

SECTIONS:

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- 2. RFP SCHEDULE OF EVENTS**
- 3. PROPOSAL REQUIREMENTS**
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ATTACHMENTS:

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- 6.2. Technical Proposal & Evaluation Guide**
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- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee and the Tennessee Regulatory Authority, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for CapTel Enhanced Relay Services (hereinafter referred to as "CapTel"), for use by individuals who cannot access telecommunication by traditional methods and of which CapTel is the most efficient technology for their use.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP

RFP # 31611-20101

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Miki Klein
Tennessee Regulatory Authority
460 James Robertson Parkway

RFP # 31611-20101

Nashville, TN 37243-0505
 615-741-3939 extension 206
 miki.klein@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Melanie Cooley
 Tennessee Regulatory Authority
 460 James Robertson Parkway
 Nashville, TN 37243-0505
 615-741-2904, extension 251
 melanie.cooley@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Disability**

Potential proposers with a disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to

request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Proposer Required Review & Waiver of Objections**

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2 RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		06/01/2010
2. Disability Accommodation Request Deadline	2:00 p.m.	06/07/2010
3. Notice of Intent to Propose Deadline	2:00 p.m.	06/09/2010
4. Written "Questions & Comments" Deadline	2:00 p.m.	06/14/2010
5. State Response to Written "Questions & Comments"		06/21/2010
6. Proposal Deadline	2:00 p.m.	06/29/2010
7. State Completion of Technical Proposal Evaluations		07/06/2010
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	07/07/2010
9. State Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	07/12/2010
10. Contract Signing		07/22/2010
11. Contractor Contract Signature Deadline	2:00 p.m.	07/30/2010

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.7).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.

- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations

- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:

- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
- b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2 **Proposal Delivery**

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 31611-20101 TECHNICAL PROPOSAL ORIGINAL”

and three (3) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 31611-20101 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the original Technical Proposal document and the digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 31611-20101 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

“RFP # 31611-20101 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31611-20101 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31611-20101 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled.

“RFP # 31611-20101 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Miki Klein
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8 , the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations

4.3. State Right of Rejection

4.3.1 Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2 The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1 The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2 If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3 Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4 The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5 Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were

reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs

4.10. Contractor Performance

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. **PROPOSAL EVALUATION & CONTRACT AWARD**

5.1. **Evaluation Categories & Maximum Points**

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Cost Proposal (refer to RFP Attachment 6.3.)	40

5.2. **Evaluation Process**

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal

& Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix)

5.3. Contract Award Process

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated proposal. (To affect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 31611-20101 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.)

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide EITHER (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet short-form report, verified and dated within the last	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		three (3) months and indicating a positive credit rating for the Proposer.	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there is any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person</p>

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.)
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and</p>

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		that offers a diverse workforce to meet service needs.
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract, (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT</u> open the sealed references upon receipt. (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	
		<p>Technical Proposal as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information. 	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = RFP § 5.1. 30)</i>			
<i>State Use – Evaluator Identification:</i>			

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		1	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		1	
	C.4.	Provide consumer outreach strategies to promote awareness of the product in Tennessee		1	
	C.5.	Provide report format on operations and compliance of product service		1	
	C.6.	Provide proof of compliance with FCC regulations of relay services		1	
The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.				Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score			X RFP § 5.1. 30 <i>(maximum possible score)</i>		= SCORE:
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	COST	Evaluation Factor	Evaluation Cost (cost x factor)
Proposed Unit Cost per Conversation Minute		413,400	
EVALUATION COST AMOUNT (sum of evaluation costs above): The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$	$\times \text{RFP } \S 5.1.40$ (maximum section score)	= SCORE:	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

The evaluation factor is based upon a scenario of average yearly estimated call volume of 78,000 calls multiplied by the average estimated call duration of calls is 5.3 minutes. The estimated annual growth rate is 200 calls per year. All proposed scenarios are for evaluation purposes only.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal

RFP # 31611-20101 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

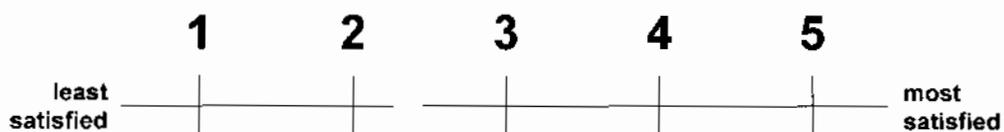
(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What services does /did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?**

Please respond by circling the appropriate number on the scale below.



If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

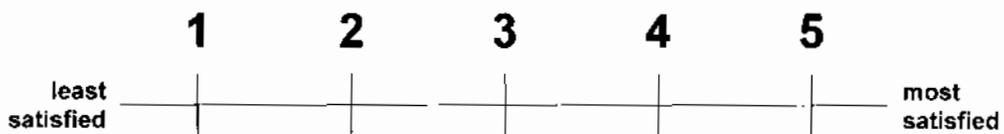
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (8) In what areas of service delivery does /did the reference subject excel?

- (9) In what areas of service delivery does /did the reference subject fall short?

- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

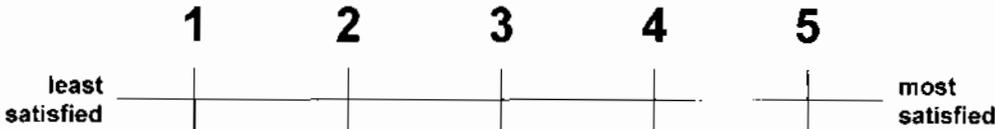
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

(11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

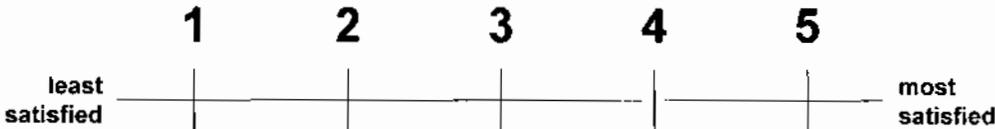
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: § 5.1. 30)						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: § 5.1. 30)						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: § 5.1. 40)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 31611-20101 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,**

**TENNESSEE REGULATORY AUTHORITY
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee and the Tennessee Regulatory Authority, hereinafter referred to as the "State" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of CapTel Enhanced Relay Services, for use by individuals who cannot access telecommunication by traditional methods and of which CapTel is the most efficient technology for their use, as further defined in the "SCOPE OF SERVICES."

The Contractor is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.

Contractor Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. Type of Calls

A.2.1. Intrastate and interstate calling

The CapTel service shall be established to provide access for the community disabled to the intrastate telecommunication network which is functionally equivalent to that enjoyed by individuals who are not disabled. The community to be assisted by CapTel technology has in the past struggled with traditional Relay. CapTel is to assist callers with hearing loss who are not well suited for traditional Relay.

The Contractor will be designated to only accept calls that originate or terminate from a special CapTel telephone. Such calls shall originate and/or terminate in the state of Tennessee. The CapTel service will be capable of accepting calls placed across state lines which, if the CapTel service were not utilized, would be considered local intrastate calls. Individuals who use the CapTel service will be able to call or be called by any business or residence that has a standard telephone service in Tennessee.

The intrastate CapTel system will be required to provide interstate calling. However, the intrastate CapTel system calls must be accounted for separately from interstate calls and shall not be billed pursuant to this contract.

A.2.2. Spanish and Other Non-English CapTel

The Contractor will provide intrastate and interstate Spanish CapTel services. The Contractor will also provide other non-English CapTel as directed by the State or based on changes in the States demographics which warrant the availability of such service.

A.2.3. Emergency Calls

The Contractor will process emergency calls.

A.2.4. Directory Assistance Calls

The Contractor will caption calls made to directory assistance without additional charges to the caller, unless otherwise notified by the State.

A.3. Access to CapTel Calling Center

Access to the CapTel service shall be provided directly and automatically through the CapTel phone as well as a toll-free number. The toll free number(s) shall be universally available and shall be uniform throughout the state.

While Contractors are not restricted to utilizing only one toll-free number for the CapTel service, the State urges the Contractor to propose as few numbers as possible for access to the service to eliminate confusion and to promote easy and frequent utilization of the service.

A.4. CapTel Call Limitations

The CapTel service must be capable of handling any call normally provided by common carriers. Only those calls that are incapable of the service due to lack of existing technology are exempt for handling by the CapTel service. However, where possible, the Contractor must establish a future handling date to provide CapTel services when new technology becomes available. The Contractor has identified and will continue to identify as technology changes, those calls that are incapable of CapTel usage due to lack of available technology. Only calls that are incapable of CapTel service due to lack of existing technology may be so identified. Any submitted proposal will identify the infallibility of handling these calls and shall, where possible, establish a future handling date. The State is committed to achieving full compliance with FCC requirements for all types of calls to be accessible and the Contractor is required to adhere to these standards.

A.5. Special Calling Services

A.5.1. The Contractor will provide its users with conference and three-way calling and other custom calling features as they become available in this state and to the extent technically feasible. Charges assessed to such CapTel users shall not exceed the charges assessed by the local exchange company (LEC) serving the exchange from which the call is being placed. Additionally, charges for ancillary services not traditionally provided by the local exchange company must not exceed the rates assessed to those persons without communication disabilities.

A.5.2. The Contractor will caption calls to numbers delivering recorded messages unless the speed of transmission of such messages impedes effective and intelligible message transmission. The Contractor will also caption recorded messages on telephone answering machines.

A.6. CapTel Equipment

A.6.1. The CapTel equipment will only be distributed by the Telecommunication Devices Access Program within the State, unless otherwise appointed or approved.

A.6.2. Quantity limits shall be approved by the State and all information necessary to support such limits shall be provided to the State.

A.7. CapTel Technical Standards

A.7.1. The Contractor will provide CapTel service for all telephone exchanges 24 hours a day, every day, including holidays.

A.7.2. There will not be restrictions on duration or number of calls placed by callers through the CapTel service.

- A.7.3. Transmission circuits will meet or exceed interexchange performance standards for circuit loss and noise.
- A.7.4. The Contractor will have a sufficient number of CapTel operators, circuit trunks and other facilities to achieve the standards of service required by this contract.
- A.7.5. The Contractor must provide access to each user's interexchange carrier (IXC) of choice, and to all other operator service, to the same extent that such access is provided to voice users as specified in the FCC mandate requiring IXC participation.
- A.8. CapTel operators shall adhere to the following standards:
- A.8.1. The operators will not intervene or interject personal comments, judgments, or additional information when relaying calls.
- A.8.2. The operators will be as transparent as possible to the users of the CapTel. They shall avoid use of the third person and shall not intentionally alter the content of relayed calls.
- A.8.3. The operators will adhere to the Code of Ethics for Interpreters of the Deaf or similar code to be approved by the State.
- A.8.4. The operators will caption all calls regardless of the obscene or illegal nature of the call.
- A.8.5. The operators will not discuss the contents of captioned calls, any caller identifying factors, calling points, or other information about relayed calls other than what is necessary to train other operators. Such training shall never refer to specific individuals, places, or content that would disclose to a trainee, or other person, confidential information.
- A.8.6. All communications made by or to a person with a communications disability is a privileged communication and is not subject to disclosure in any court proceeding or otherwise pursuant to T.C.A. § 24-10210.
- A.9. Call Rating
- A.9.1. Local Call Rating
- A.9.1.1. The calling or called parties using the CapTel service will not be charged for calls originating and terminating within the same toll-free local calling area despite the fact that these calls may be routed through a CapTel center located outside the toll-free area.
- A.9.2. Intrastate Long Distance Call Rating
- A.9.2.1. All toll calls placed through the CapTel service will be rated to the users of the service at the hearing impaired discount rate applied by the State. These calls will be rated as if the calls were placed between the originating and terminating call points instead of routed through the CapTel service center. The timing of the call for billing purposes will begin immediately upon pick-up at the called number. If a caller requests a person-to-person toll call, the timing begins only after the requested person has answered the call.
- A.9.3. Calls to 900, 976, or 900-like services or other pay-per-call services will not be subject to the hearing impaired discount.
- A.10. Billing Requirements

A.10.1. The Contractor will include a method of providing sufficient billing and collection information to allow calls to be billed accurately by the designated billing agent, i.e., Local Exchange Carrier (LEC), Interexchange Carrier (IXC), etc. within 30 days of the date such service was supplied. The record must contain the telephone number or credit card number for all end user billable calls, i.e., local or toll; originating and termination numbers; date of the call; the billing start and end time, automatic number identification (ANI), the called number, type of call, i.e., person-to-person, etc., and preferred IXC for interlata calls. The contractor will not do any customer billing. Information local calls will be retained by the contractor for service monitoring, auditing and contractor reporting purposes.

A.11. Facility Requirement

A.11.1. There may be one or more center locations so long as service quality levels are maintained uniformly. The center will have adequate equipment, furniture and facilities, either owned or leased, to provide Tennessee's CapTel service for all possible center call volumes. If the center is located in a facility offering other services, the CapTel service will be isolated appropriately to assure confidentiality standards are upheld.

A.12. Auditing Requirements

A.12.1. The Contractor will report monthly to the State on the activity of the CapTel service. Such report shall include the total number of calls relayed in that month, the number of calls initiated by non-impaired (voice) and hearing impaired parties, the average duration of the call, the average speed of answer time, the daily average number of calls in queue, the blockage rate, and the average length of time a call is in queue to be answered.

A.12.2. The Contractor will report annually to the State and/or the fund administrator on the operations and traffic patterns of the center. On the first day of the new contract year in each year after the contract is awarded, the Contractor will submit its annual report to the State which will include a summary of all charges to date submitted to the contractor for payment, the monthly call volume for that year, the average call duration in each month, and the average monthly cost per call or minute. As a part of the report, the Contractor will submit the number of personnel stationed in and serving each CapTel call center at that time as well as percentage of Tennessee call volume served at each center.

A.13. CapTel Outreach and Education

A.13.1. The Contractor will engage in outreach activities, promotional campaigns, and other means of educating the public as to the benefits of CapTel service. The Contractor will, with the approval of the State, develop promotional materials, brochures, and educational tools to explain CapTel. The minimum annual cost to be incurred by the Contractor for outreach and education will be \$50,000.

A.13.2. The Contractor will maintain records of consumer comments and complaints about CapTel service during the contract period. A monthly report will be sent to the State which briefly describes the date, the nature of the complaint or comment and the service provider's resolution or action taken.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on September 1, 2010, and ending on August 31, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1 There shall be no cost to the State for the performance of services under this contract as described in Section A. of this contract. The "Fund Administrator", to be designated by the State, shall be responsible for making payments to the Contractor based on the monthly invoices submitted by the Contractor to the Fund Administrator pursuant to Section A.10.1. Said invoices from the Contractor to the Fund Administrator will detail the actual number of intrastate minutes processed through the CapTel Service for the applicable month. Such payments from the "Fund Administrator" shall constitute the entire compensation due the Contractor for service rendered and the Contractor's entire obligation hereunder regardless of the difficulty, materials, or equipment required.
- C.2 The "Fund Administrator" as designated by the State shall administer the collection of funds (pursuant to Section A.10.1) for the Relay Service in accordance with Generally Accepted Accounting Principles and further requirements by the state, if any; and the disbursement to the Contractor based on the payment rates herein for units of service authorized by the State.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in this Section.
 - b. The Contractor shall be compensated for said units based upon the following payment rates:

Service Description	Amount (per compensable increment)
Unit Cost per Conversation Minute	\$ NUMBER

The Unit Rates include, but are not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor. Further, the Unit Rates are firm for the duration of the contract and are not subject to increase for any reason unless amended.

Invoices will be submitted, in form and substance acceptable to the State and the Fund Administrator with all necessary supporting documentation, prior to any payment. Invoices will be submitted to the Fund Administrator no more often than monthly, with all necessary supporting documentation, to:

State Agency:
Tennessee Regulatory Authority
Attention: Miki Klein
460 James Robertson Parkway
Nashville, TN 37243-0505

and to:

Fund Administrator:

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not

knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State.

Mike Klein
 TDAP Coordinator
 Tennessee Regulatory Authority
 460 James Robertson Parkway
 Nashville, TN 37243-0505
miki.klein@tn.gov
 Telephone # 615.741.2904, extension 206
 FAX # 615.741.8953

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
 CONTRACTOR NAME
 ADDRESS

CITY, STATE ZIP CODE
 EMAIL ADDRESS
 Telephone # NUMBER
 FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Confidentiality of Records Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP # 31611-20101 (Attachment A) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments

- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE REGULATORY AUTHORITY:

NAME, CHAIRMAN

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

Justin Wilson, Comptroller of the Treasury

Date

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

APPENDIX B
Consumer Complaint Summary

**FCC Summary Log
Tennessee Relay Service's
June 1, 2007 to May 31, 2008
Tennessee Regulatory Authority**

June '07	July '07	Aug '07	Sept '07	Oct '07	Nov '07	Dec '07	Jan '08	Feb '08	Mar '08	Apr '08	May '08
0	0	2	0	0	0	0	0	0	0	0	1

The Tennessee Regulatory Authority received three (3) consumer complaints during the period of June 1, 2007 to May 31, 2008. Complaints are followed up and resolved in a timely manner.

**FCC Complaint Log
Tennessee Relay Service's
June 1, 2007 to May 31, 2008
Tennessee Regulatory Authority**

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
07-0544	8/20/07	Relay, VCO garble	Test calls were made and no problems were found, test calls have been continued.	9/28/07
07-0565	8/29/07	Relay VCO, CA Training	The CA was trained on the process.	9/13/07
08-0067	1/23/08	Relay, VCO fading	Test calls made, equipment fine, issue resolved.	3/20/08

**FCC Summary Log
Tennessee Relay Service
June 1, 2007 to May 31, 2008
GoAmerica Relay Services Corporation***

Number of Complaints

	June '07	July '07	Aug '07	Sept '07	Oct '07	Nov '07	Dec '07	Jan '08	Feb '08	Mar '08	Apr '08	May '08
	1	1	3	1	2	0	0	2	1	1	2	0

The total number of Tennessee Relay Service complaints for this reporting period was 14. Complaints are followed up and resolved in a timely manner.

* GoAmerica acquired the telecommunications relay service assets of Verizon on January 10, 2008.

FCC Complaint Log
Tennessee Relay Service
June 1, 2007 to May 31, 2008
GoAmerica Relay Services Corporation

Log #	Opened	Description of Issue	Description of Resolution	Closed
385741	6/2/07	TNRS ring, no answer	Temporarily high call volume	6/2/07
390934	7/23/07	CA did not follow specific call handling instructions	Supervisor coached CA	7/27/07
392803	8/7/07	Caller stated that RO did not follow instructions	Supervisor coached CA	8/8/07
393484	8/13/07	Caller stated that the CA was unable to use AT&T	Temporary technical issue specific to this caller; resolved	9/4/07
394354	8/21/07	Caller stated that CA did not relay all comments	Supervisor coached CA	8/23/07
403226	9/26/07	Caller stated that CA did not follow instructions	Supervisor coached CA on following callers' instructions	9/29/07
404828	10/7/07	Caller unable to connect to a TTY TERM via TNRS	External issue between Charter Residential and BellSouth; provided pre-paid calling cards until issue resolved	10/11/07
405627	10/11/07	Caller unable to reach TNRS via 711	Referred caller to LEC to configure line for 711 dialing	10/11/07
417614	1/9/08	Caller reported that a CA was unfamiliar with a calling procedure	Supervisor coached CA	1/21/08
417759	1/10/08	Caller reported TNRS ring, no answer	Temporarily high call volume	1/10/08
421381	2/4/2008	Caller unable to reach a TERM ANI via TNRS	Temporary technical issue; resolved	2/29/2008
424875	3/13/08	CA did not follow customer's IXC profile	Supervisor coached CA	3/18/08
427287	4/11/08	CA did not stay on line for subsequent calls	CA is no longer employed	4/14/08
428208	4/23/08	CA did not follow caller's instruction to redial	CA coached: appropriate disciplinary action taken	4/24/08

**FCC Summary Log
Tennessee Relay Service - CapTel
June 1, 2007 to May 31, 2008
Sprint CapTel**

June '07	July '07	Aug '07	Sept '07	Oct '07	Nov '07	Dec '07	Jan '08	Feb '08	Mar '08	Apr '08	May '08
0	0	0	2	0	0	0	0	0	0	0	5

The total Number of Complaints from June 1, 2007 to May 31, 2008 was 7. Complaints are followed up and resolved in a timely manner.

Complaint Tracking for TN (06/01/2007-05/31/2008). Total Customer Contacts: 7

<u>Tally</u>	<u>Date of Complaint</u>	<u>Nature of Complaint</u>	<u>Date of Resolution</u>	<u>Explanation of Resolution</u>
1	09/14/07	Caller ID	09/14/07	A technical problem was reported that affected how CID propagates through the CapTel system. This affected a small number of users. Tech support has a manual adjustment in place to provide correct CID detail until our equipment vendor can provide a permanent solution.
2	09/18/07	Technical - General	09/18/07	Technical support made an adjustment in the system to resolve other party's experience. Other party now able to make captioned calls to CapTel user successfully.
3	05/05/08	Consumer education - general	05/05/08	Explained that callers must first dial through captioning service to reach customer with captions in 1 Line Mode. Also sent customer VHS of Using Your CapTel Phone.
4	05/07/08	Consumer education - general	05/07/08	Performed test calls with customer which confirmed that CapTel phone was able to establish captions for incoming and outgoing calls in 1 Line Mode
5	05/14/08	Consumer education - general	05/14/08	Explained how to turn ON the feature to save captions after hang up and referred to our website to download the CapTel User Manual.
6	05/16/08	Consumer education - general	05/16/08	Discussed with customer the proper procedure for reviewing saved captions. This resolved the customer's experience.
7	05/22/08	Set up - General	05/22/08	Advised customer the proper way to set up an external answering machine with the CapTel.

**FCC Summary Log
Tennessee Relay Service - CapTel
June 1, 2007 to May 31, 2008
Sprint CapTel**

June '07	July '07	Aug '07	Sept '07	Oct '07	Nov '07	Dec '07	Jan '08	Feb '08	Mar '08	Apr '08	May '08
0	0	0	2	0	0	0	0	0	0	0	5

The total Number of Complaints from June 1, 2007 to May 31, 2008 was 7. Complaints are followed up and resolved in a timely manner.

FCC Complaint Log
Tennessee Relay Service - CapTel
June 1, 2007 to May 31, 2008
Sprint CapTel

Opened	Description of Issue	Description of Resolution	Closed
09/14/07	Caller ID	A technical problem was reported that affected how CID propagates through the CapTel system. This affected a small number of users. Tech support has a manual adjustment in place to provide correct CID detail until our equipment vendor can provide a permanent solution.	09/14/07
09/18/07	Technical - General	Technical support made an adjustment in the system to resolve other party's experience. Other party now able to make captioned calls to CapTel user successfully.	09/18/07
05/05/08	Consumer education - general	Explained that callers must first dial through captioning service to reach customer with captions in 1 Line Mode. Also sent customer VHS of Using Your CapTel Phone.	05/05/08
05/07/08	Consumer education - general	Performed test calls with customer which confirmed that CapTel phone was able to establish captions for incoming and outgoing calls in 1 Line Mode.	05/07/08
05/14/08	Consumer education - general	Explained how to turn ON the feature to save captions after hang up and referred to our website to download the CapTel User Manual.	05/14/08
05/16/08	Consumer education - general	Discussed with customer the proper procedure for reviewing saved captions. This resolved the customer's experience.	05/16/08
05/22/08	Set up - General	Advised customer the proper way to set up an external answering machine with the CapTel.	05/22/08

**FCC Summary Log
Tennessee Relay and CapTel Service's
June 1, 2008 to May 31, 2009
Tennessee Regulatory Authority**

June '08	July '08	Aug '08	Sept '08	Oct '08	Nov '08	Dec '08	Jan '09	Feb '09	Mar '09	Apr '09	May '09
0	0	0	0	0	0	0	0	0	0	0	1

**The Tennessee Regulatory Authority received one (1) consumer complaint during the period of June 1, 2008 to May 31, 2009.
The complaint was followed up and resolved in a timely manner.**

FCC Complaint Log
Tennessee Relay and CapTel Service's
June 1, 2008 to May 31, 2009
Tennessee Regulatory Authority

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
09-0490	5/19/2009	CapTel Billing	Consumer unaware of long distance charges through CapTel. The Consumer was offered a re-rate on the charges and a credit to satisfy the amount owed.	6/19/2009

**FCC Summary Log
Tennessee CapTel Service
June 1, 2008 to May 31, 2009
Tennessee Regulatory Authority
Sprint Relay**

June '08	July '08	Aug '08	Sept '08	Oct '08	Nov '08	Dec '08	Jan '09	Feb '09	Mar '09	Apr '09	May '09
0	0	0	1	0	1	0	1	0	0	1	0

The Tennessee Regulatory Authority received four (4) consumer complaints during the period of June 1, 2008 to May 31, 2009. The complaints were followed up and resolved in a timely manner.

FCC Complaint Log
Tennessee CapTel Service
June 1, 2008 to May 31, 2009
Tennessee Regulatory Authority
Sprint Relay

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
1	9/22/2008	2008 Consumer education	A CapTel Customer Service Representative provided information to the consumer calling a CapTel user about how to dial the captioning service number first in order for the CapTel user to get captions in 1 line mode.	9/22/2008
2	11/13/2008	Accuracy of Captions	A Customer Service Representative explained how captions are generated using voice recognition and explained that the customer may wish to ask the other party for confirmation on spelling of a proper noun when it appears questionable as the captionist is not able to ask for this clarification. The customer feedback was passed on to Call Center Management. The Customer Service Representative suggested the customer document the date, time and CA number of any future calls to allow us to take specific action with the Communication Agent's captioning the call.	11/13/2008
3	1/28/2009	Billing	Discussed billing and took appropriate action	1/28/2009
4	4/13/2009	Disconnect/Reconnect during calls	09 A Customer Service Representative sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.	4/13/2009

**Tennessee Complaint Log Summary
GoAmerica Relay Services Corporation*
June 1, 2008 to May 31, 2009**

**Tennessee Relay Service
Number of Complaints**

June '08	July '08	Aug '08	Sept '08	Oct '08	Nov '08	Dec '08	Jan '09	Feb '09	Mar '09	Apr '09	May '09
1	1	2	0	2	0	1	0	1	1	0	2

The total number of Tennessee Relay Service complaints for this reporting period was 11. Complaints are followed up and resolved in a timely manner.

*** GoAmerica changed its corporate identity to Purple Communications on February 12, 2009, but continues to provide State TRS under the GoAmerica brand.**

**FCC Complaint Log
Tennessee Relay Service
June 1, 2008 to May 31, 2009
Tennessee Regulatory Authority
Go America Relay**

Complaint Log Number	Opened	Description of Issue	Description of Resolution	Closed
430392	6/25/08	TNRS ring, no answer	Temporarily high call volume	6/25/08
430968	7/21/08	CA did not leave message on ans machine	CA was coached	7/21/08
431514	8/12/08	CA was inattentive in handling a call	CA was coached	8/18/08
CPVCO-09080118-2504	8/28/08	Caller's IXC unavailable as a CoC option	Resolved to caller's satisfaction	9/1/08
CPTTY-10080115-4216	10/2/08	Unable to place call using a calling card	Temporary technical issue; resolved	10/23/08
CPTTY-10080212-2945	10/2/08	Caller reported that a CA hung up while on a call	Unable to identify CA	10/2/08
CPTTY-12081613-5504	12/16/08	CA did not respond to caller	Temporary technical issue; resolved	12/16/08
CPVCO-02090223-2092	2/2/09	CA did not respond to caller	CA was coached	2/24/09
CPTTY-03091315-5915	3/13/09	Long distance billing issue	Resolved to caller's satisfaction	4/13/09
CPVCO-05090316-0480	5/3/09	Unable to terminate calls to restricted 800 number	Interim work-around implemented	5/29/09
CPTTY-05092415-4224	5/24/09	TNRS ring, no answer	Temporarily high call volume	5/25/09

**FCC Summary Log
Tennessee Relay and CapTel Service's
June 1, 2009 to May 31, 2010
Tennessee Regulatory Authority**

June '09	July '09	Aug '09	Sept '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10	Apr '10	May '10
0	0	0	0	0	0	0	0	0	0	0	0

The Tennessee Regulatory Authority received no consumer complaints during the period of June 1, 2009 to May 31, 2010.

**FCC Complaint Log
Tennessee Relay and CapTel Service's
June 1, 2009 to May 31, 2010
Tennessee Regulatory Authority**

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

**FCC Summary Log
Tennessee CapTel Service
June 1, 2009 to May 31, 2010
Tennessee Regulatory Authority
Sprint Relay**

June '09	July '09	Aug '09	Sept '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10	Apr '10	May '10
1	3	0	0	2	0	0	0	0	1	1	3

The Tennessee Regulatory Authority received eleven (11) consumer complaints during the period of June 1, 2009 to May 31, 2010. The complaints were followed up and resolved in a timely manner.

**FCC Complaint Log
Tennessee CapTel Service
June 1, 2009 to May 31, 2010
Tennessee Regulatory Authority
Sprint Relay**

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
1	06/16/09	Accuracy of captions	Customer Service suggested that the customer document the date, time, and Communication Assistant Identification Number of any future calls to allow us to take specific action. The customer acknowledged the suggestion, but has not contacted Customer Service again with any problems. A customer shared feedback regarding the accuracy of captions. A Customer Service Representative apologized for the incident thanked the customer for bringing their experience to our attention. The Customer Service Representative informed the customer that the Communication Assistant on this call had documented audio and static issues that caused difficulty in captioning the call. The Customer Service Representative also gave tips for more successful pacing and reading of captions. The customer understood.	07/01/09
2	07/16/09	Accuracy of captions	A customer said that when calling on their CapTel they did not get a prompt to enter the number to dial. It was discovered that the CapTel Service recording that prompts the caller to enter the number they want to dial was temporarily out of order thus the caller did not know when to enter the number they were calling. A Customer Service Representative advised the customer to enter the number they wished to call after a 5 second pause.	07/16/09
3	07/17/09	Technical -General		07/17/09

4	07/23/09	Technical - General	<p>Technical support then reset the equipment which resolved the issue completely.</p> <p>The customer was unable to dial one specific number using captions. It was identified that the CapTel customer's telephone carrier was routing the call incorrectly. The adjustment was made by the carrier to correct the routing of this call. It was confirmed that this adjustment resolved the issue, and the customer could successfully dial this number.</p> <p>A customer shared feedback regarding the frequency of "speaker unclear" messages, as well as some unspecified inaccuracies in the captions. The Customer Service Representative apologized for the incident, and thanked the customer for bringing attention to this. The Customer Service Representative described why "speaker unclear" will appear in the text. The Customer Service Representative suggested that the customer consider documenting the date, time, and Communication Assistant Identification number of any future calls to allow for action to be taken.</p> <p>A customer stated that they were unable to make an outgoing captioned call. It was confirmed that set up was properly configured. The customer was advised to wait a little longer than usual for the next available Communication Assistant.</p> <p>Investigation found that a minor technical interruption combined with a high call volume caused the connection to a Communication Assistant to be a longer wait than usual. A Customer Service Representative called the customer back and confirmed that the problem was resolved. Service levels were met throughout this period of time.</p>
5	10/21/09	Accuracy of captions	<p>A customer reported no dial tone on their CapTel. A Customer Service Representative advised the customer to perform a</p>
6	10/26/09	Answer Time	<p>Investigation found that a minor technical interruption combined with a high call volume caused the connection to a Communication Assistant to be a longer wait than usual. A Customer Service Representative called the customer back and confirmed that the problem was resolved. Service levels were met throughout this period of time.</p>
7	03/18/10	Dial-Tone not heard	<p>A customer reported no dial tone on their CapTel. A Customer Service Representative advised the customer to perform a</p>

			physical reset which resolved the customer's experience	
8	04/14/10	Dial-Tone not heard	A customer's friend reported no dial tone on their CapTel. A Customer Service Representative advised the customer to perform a physical reset which resolved the customer's experience.	04/14/10
9	05/03/10	Dial-Tone not heard	A customer's husband reported no dial tone on their CapTel. A Customer Service Representative advised the customer to perform a physical reset which resolved the customer's experience.	05/03/10
10	05/17/10	Dial-Tone not heard	A customer's neighbor reported no dial tone on the customer's CapTel phone. A Customer Service Representative assisted the caller with a physical reset which resolved the problem.	05/17/10
11	05/24/10	Dial-Tone not heard	A customer reported no dial tone on their CapTel. A Customer Service Representative advised the customer to perform a physical reset which resolved the customer's experience.	05/24/10

**Tennessee Complaint Log Summary
GoAmerica Relay Services Corporation*
June 1, 2009 to May 31, 2010**

**Tennessee Relay Service
Number of Complaints**

June '09	July '09	Aug '09	Sept '09	Oct '09	Nov '09	Dec '09	Jan '10	Feb '10	Mar '10	Apr '10	May '10
0	1	0	0	0	0	0	1	0	1	0	0

The total number of Tennessee Relay Service complaints for this reporting period was three (3). Complaints are followed up and resolved in a timely manner.

* GoAmerica changed its corporate identity to Purple Communications on February 12, 2009, but continues to provide State TRS under the GoAmerica brand.

FCC Complaint Log
Tennessee Relay Service
June 1, 2009 to May 31, 2010
Tennessee Regulatory Authority
Go America Relay

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
1	07/18/09	Service/ Answer Time	Customer stated they waited a long time for their call to be answered. Research indicated that overall ASA for the day was good, the caller may have call during a traffic spike and experienced a delay.	07/19/09
2	01/08/10	Long Distance Charges	Request for refund made and completed	01/14/10
3	03/03/10	Connection Issue- Call Dropped	IT ticket was opened and after researching discovered that CA did not disconnect call but that there had been a brief network interruption.	03/14/10

**FCC Summary Log
Tennessee Relay and CapTel Service's
June 1, 2010 to May 31, 2011
Tennessee Regulatory Authority**

June '10	July '10	Aug '10	Sept '10	Oct '10	Nov '10	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11
1	0	0	0	0	0	0	0	0	0	0	0

The Tennessee Regulatory Authority received one consumer complaint during the period of June 1, 2010 to May 31, 2011.

**FCC Complaint Log
Tennessee Relay and CapTel Service's
June 1, 2010 to May 31, 2011
Tennessee Regulatory Authority**

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
10-0529	6/11/2010	Discourteous Relay Operator	The Operator was coached on how to handle a call with an unfamiliar relay user and how to more efficiently process a call. The Operator was monitored for a month after the call and received 100% on call handling performance.	8/16/2010

FCC Summary Log
Tennessee CapTel Service
June 1, 2010 to May 31, 2011
(June 1, 2010 to August 31, 2010 Service Dates)
Tennessee Regulatory Authority
Sprint Relay

June '10	July '10	Aug '10	Sept '10	Oct '10	Nov '10	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11
0	0	0	0	0	0	0	0	0	0	0	0

The Tennessee Regulatory Authority received zero (0) consumer complaints during the period of June 1, 2010 to August 31, 2010.

**FCC Summary Log
Tennessee CapTel Service
June 1, 2010 to May 31, 2011
(September 1, 2010 to May 31, 2011 Service Dates)
Tennessee Regulatory Authority
Hamilton Relay**

June '10	July '10	Aug '10	Sept '10	Oct '10	Nov '10	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11
0	0	0	0	0	0	6	0	14	0	0	1

The Tennessee Regulatory Authority received twenty one (21) consumer complaints during the period of September 1, 2010 to May 31, 2011. The complaints were followed up and resolved in a timely manner.

FCC Complaint Log
Tennessee CapTel Service
June 1, 2010 to May 31, 2011
(August 31, 2010 to May 31, 2010 Service Dates)
Tennessee Regulatory Authority
Hamilton Relay

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
260805	5/18/2011	Accuracy of captions	Customer's boyfriend stated the customer often experiences wrong words in her captions. CSR apologized for incidence and thanked customer for bringing their experience to our attention. CSR suggested that if the customer wishes to document the date, time and CA# of any future calls this will allow us to take specific action with the CA captioning the call and their supervisor for monitoring and further coaching.	5/18/2011
235619	2/2/2011	Service - General	Customer reported seeing "Captioning Service is Ringing" when trying to place calls. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.	2/2/2011
235705	2/2/2011	Service - General	Customer indicated captions were not coming on with 2-Line mode. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were	2/2/2011

under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.

Customer stated she has been unable to connect to the captioning center and is receiving the message "Waiting for Captions." CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.

2/2/2011

Service - General

236341 2/2/2011

Customer reported experiencing a longer than normal wait for a captionist when trying to place calls. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.

2/2/2011

Service - General

236453 2/2/2011

Customer reported being unable to receive captions on her 2-Line CapTel. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.

2/2/2011

Service - General

236069 2/2/2011

236090	2/2/2011	Service - General	<p>Customer reported seeing "Captioning Service is Ringing" when trying to place calls. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011
236093	2/2/2011	Service - General	<p>Customer's grandson reported seeing "Captioning Service is Ringing" when trying to place calls. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011
236131	2/2/2011	Service - General	<p>Customer reported experiencing a longer than normal wait for a captionist. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011
236166	2/2/2011	Service - General	<p>Customer reported difficulties connecting with captions from both her work and home CapTel phones on 2/2/11. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011

235874	2/2/2011	Service - General	<p>Customer reported experiencing a longer than normal wait for a captionist. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011
236465	2/3/2011	Service - General	<p>Customer's friend reported that she tried to call customer but received the message, "Waiting for next available agent". CSR advised friend that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/3/2011
236350	2/2/2011	Service - General	<p>Customer stated he is seeing the message "Waiting for Captionist" and has to wait several minutes to connect to the captioning service. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011

235929	2/2/2011	Service – General	<p>Customer reported experiencing a longer than normal wait when trying to place calls. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011
236159	2/2/2011	Service – General	<p>Customer reported experiencing a longer than normal wait when trying to place calls. CSR advised customer that on 2/2/11 CapTel's staffing was affected by blizzard conditions. CSR apologized for the inconvenience this caused and advised staying on the line for the next available captionist. Center locations in Madison and Milwaukee were under a state of emergency and civil danger warning. Both centers remained open and fielded calls non-stop. Service levels were not met for the day due to delayed answer time. The state of emergency ended on 2/2/11. Staffing capacity was restored. CSR confirmed with customer they are able to make and receive calls in a timely manner.</p>	2/2/2011
225009	12/20/2010	Technical - General	<p>Customer's wife started the CapTel is not captioning. CSR apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. CSR confirmed the customer is now able to make their captioned call successfully without delay.</p>	12/21/2010
225049	12/20/2010	Technical - General	<p>Customer's daughter reported hearing the message, "Please hold for the next available agent," when attempting to make a captioned call. CSR apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. CSR confirmed the customer is now able to make their captioned call successfully without delay.</p>	12/21/2010

225050	12/20/2010	Technical - General	<p>Customer reported being unable to make outgoing captioned calls. CSR apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. CSR confirmed the customer is now able to make their captioned call successfully without delay.</p>	12/21/2010
225018	12/20/2010	Technical - General	<p>Customer reported the need to wait for an operator when attempting to make a captioned call. CSR apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. CSR confirmed the customer is now able to make their captioned call successfully without delay.</p>	12/21/2010
225114	12/20/2010	Technical - General	<p>Customer reported the need to wait for an operator when attempting to make a captioned call. CSR apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. CSR confirmed the customer is now able to make their captioned call successfully without delay.</p>	12/21/2010
225156	12/20/2010	Technical - General	<p>Customer reported via Live Chat the inability to connect to the captioning service. CSR apologized for this experience and noted there was a technical difficulty at the Call Center causing calls to be placed in queue and experience unusually long wait times during a five hour interval. An external equipment vendor corrected the matter. CSR confirmed the customer is now able to make their captioned call successfully without delay.</p>	12/23/2010

FCC Summary Log
Tennessee Relay Service
June 1, 2010 to May 31, 2011
Tennessee Regulatory Authority
Go America Relay (Purple Relay)

June '10	July '10	Aug '10	Sept '10	Oct '10	Nov '10	Dec '10	Jan '11	Feb '11	Mar '11	Apr '11	May '11
0	2	2	0	1	2	0	0	1	2	1	1

The total number of Tennessee Relay Service complaints for this reporting period was twelve (12). Complaints are followed up and resolved in a timely manner.

* GoAmerica changed its corporate identity to Purple Communications on February 12, 2009, but continues to provide State TRS under the GoAmerica brand.

**FCC Complaint Log
Tennessee Relay Service
June 1, 2009 to May 31, 2010
Tennessee Regulatory Authority
Go America Relay (Purple Relay)**

Complaint Number	Opened	Description of Issue	Description of Resolution	Closed
CPVCE-07102616-0449	07/27/10	Customer requested refund for long distance calls.	Refund processed.	07/28/10
CPTTY-07103015-2520	07/30/10	Customer complained that CA hung up on them	CST apologized to the customer. Agent was coached	07/30/10
CPTTY-08100511-2335	08/05/10	Customer upset about answer/wait time and the way the supervisor handled their call.	Answer wait time investigated, no known issues found. Supervisor was coached and apology was sent to the customer.	08/18/10
CPVCE-08101210-4072	08/12/10	Customer requested a refund for their long distance charges.	Refund was issued	08/21/10
CMTTY-11100213-0299	10/24/10	Customer complained that they had trouble connecting to an operator, and it took one minute before an operator answered a call.	Investigation revealed unusually high volume during time customer called. Apology to customer for inconvenience.	10/25/10
CPTTY-12100314-1919	11/05/10	Customer complained that CA did not properly process their call.	Investigation revealed CA incorrectly handled call. CA coached on correct procedure. Apology written to customer.	11/18/10

CPTTY-12100314-1201	11/22/10	Customer complained of long wait time to reach an operator and that the supervisor came across as rushed when speaking with the customer.	Investigation revealed unusually high traffic peak during time of call. Supervisor was coached on proper customer handling. Apology to customer for inconvenience.	11/23/10
CPITY-03110215-3528	02/04/11	Customer complaint about time it took for call to be answered by operator.	Investigation revealed unusually high volume during time customer called. Apology to customer for inconvenience.	02/04/11
CPVCE-03111512-3273	03/15/11	Customer requested a refund for LD charges	Refund issued.	03/21/11
CPVCO-03112114-2308	03/21/11	Customer was upset about the outage that occurred on March 19 th .	CSR apologized for the inconvenience and documented the complaint. Teleco outage is beyond relay's control.	04/5/11
CPVCO-04111809-2020	04/18/11	Customer complained that they are receiving garble when placing calls.	CSR Contacted customer and placed successful test calls. Customer was satisfied.	04/21/11
CPTTY-06110312-5411	05/26/11	Customer complained that they received garble with placing a call.	CSR contacted customer and placed successful test calls. Customer satisfied.	05/27/11

Tennessee Relay Service Complaint Log

TRS Consumer Complaint Log Summaries for June 1, 2011 through May 31, 2012
CG DOCKET NO. 03-123

Total Number of Complaints Interstate - 20

Complaint Date	Complaint	Resolution Date	Resolution	Type of Complaint	Relay Provider
1	10/24/2011 Customer stated there was a delay in ringing when he dialed 711.	10/24/2011	Customer Service apologized and placed test calls. It was discovered that the customer was noticing the two or three second delay in which the customer's line was connecting to the relay. Customer understood.	TRS	Hamilton
2	11/1/2011 Customer stated that his party was having a difficult time understanding the CA. Customer stated that the other party said the CA was not speaking very clearly.	11/1/2011	Supervisor attempted to gather CA or call information but customer would not provide information and disconnected.	TRS	Hamilton
3	11/2/2011 Customer stated that they were disconnected when the CA transferred their call to Customer Service.	11/2/2011	Customer Service apologized and stated information would be forwarded to management. Customer Service attempted to discover the original issue, but customer disconnected.	TRS	Hamilton
4	11/29/2011 Customer stated they attempted to place a call to the relay, but there was no response.	11/29/2011	Customer Service attempted to acquire call information to ensure the customer was dialing the correct number to reach the relay, but customer refused and disconnected.	TRS	Hamilton

12/19/2011	Customer stated that they felt it was rude when the CA did not reply to their season greeting.	12/19/2011	Customer Service apologized and explained that the CA is only allowed to respond to specific questions and use standard relay language. Customer understood.	TRS	Hamilton
5					
12/20/2011	Customer stated that the CA and Supervisor were finding only five speed dial numbers in their profile.	12/20/2011	Customer Service updated the profile list for the customer. Customer was satisfied.	TRS	Hamilton
6					
12/27/2011	Customer stated that whoever is training the CAs are doing a bad job and putting too much fear in the CA. Customer stated the CAs seem nervous like someone is watching them.	12/27/2011	Supervisor apologized and stated that information would be forwarded to management. Monitoring and refresher training have occurred with the CAs. Customer understood.	TRS	Hamilton
7					
1/24/2012	Customer stated they are not receiving caller ID information when certain calls are received.	1/24/2012	Customer Service explained about True Caller ID and how it works. Customer Service directed customer to their provider for more information. Customer was satisfied.	TRS	Hamilton
8					
1/30/2012	Customer stated difficulty connecting VCO through the relay.	1/30/2012	Customer Service apologized and offered a profile for proper connection. Profile was implemented and customer was satisfied.	TRS	Hamilton
9					
2/8/2012	Customer stated they were disappointed that Hamilton would no longer be handling their calls.	2/8/2012	Customer Service apologized and stated their concern will be forwarded to management. Customer was satisfied.	TRS	Hamilton
10					
2/14/2012	Customer stated that they were disappointed that Hamilton would no longer be handling their calls and requested that Hamilton continue negotiations for the contract.	2/14/2012	Customer Service apologized and stated their concern would be forwarded to management. Customer understood.	TRS	Hamilton
11					
2/28/2012	Customer stated that they were disappointed that Hamilton would no longer be handling their calls and requested that Hamilton continue negotiations for the contract.	2/28/2012	Customer Service apologized and stated their concern would be forwarded to management. Customer understood.	TRS	Hamilton
12					

13	3/7/2012	Customer stated they were unhappy that AT&T would be taking over Tennessee calls and wanted this concern expressed to upper management.	3/7/2012	Customer Service apologized and stated their concern would be forwarded to upper management. Customer was satisfied.	TRS	Hamilton
14	3/8/2012	Customer stated it took awhile for his call to be answered.	3/8/2012	Customer Service explained that the relay had been busy and requested that the customer attempt their call again. Customer understood. Calls were answered at 97% within 10 seconds on this day.	TRS	Hamilton
15	3/29/2012	Customer expressed several concerns with the new Tennessee Relay provider and requested how to continue to use Hamilton Relay.	3/29/2012	Supervisor apologized and explained what services the customer could access through Hamilton Relay. Customer understood.	TRS	Hamilton
16	4/4/2012	Customer was unable to make relay calls for approximately 10 days. Customer believed the problem was within the Tennessee borders and possible with the (615) area code. Customer was attempting to make a call to Indiana	4/20/2012	After assessing the data, company surmised the audio thresholds for their Upfront Automation System were not set appropriately. Company has reprogrammed the Upfront Automation settings immediately, and made several test calls. Test calls were successful. Consumer was contacted and explained the findings. Consumer was satisfied with resolution	TRS	AT&T
17	3/29/2012	Customer has Comcast as provider. He is unable to make any local/long distance calls. He was told by the AT&T relay technician that it was the Comcast coding.	4/20/2012	After researching the issue, company determined that the PIC/IXC codes were not translating properly. While investigation continued, company developed a work around for completing the calls. Consumer's service has been coded correctly.	TRS	AT&T

6/2/2011	Dialing Issue - Can't dial out in caption mode	6/24/2011	<p>Customer reported that she can make and receive captioned calls but cannot access her voice mail from the CapTel phone. Customer either receives a busy signal or constant ringing when calling voice mail. After exhaustive troubleshooting, CapTel Customer Service Technical Support Supervisor contacted the customer's telephone company on customer's behalf. Telephone company was able to provide customer with an alternate number to access her voice mail to allow their system to properly recognize her Caller ID and allow her call to voice mail to be processed. CSR informed customer of this resolution, and confirmed that by using this number customer is able to access her voice mail messages successfully. Customer expressed tremendous appreciation for our perseverance in remedying this circumstance with her voice mail provider on her behalf.</p>	Captioned	Hamilton
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2/13/2012	Dialing Issue - Can't dial out in caption mode	2/13/2012 0:00	Customer's daughter reported the CapTel could not call out from a temporary nursing home location. After troubleshooting, CSR determined the facility did not allow for calling a toll free number with an 866 extension. CSR advised to have the facility update their system. Customer's daughter subsequently reported that they were not going to ask the facility to make a change. The customer was only going to be at the facility for a short time and they were able to call her through the Captioning Service.	Captioned	Hamilton
19	Service	5/1/2012	Customer reported being unable to make a specific outgoing captioned call to a cellular phone on the CapTel 800 in 1-Line mode. Tech Support filed a trouble ticket with the long distance carrier. Long distance carrier resolved issue. CSR confirmed that customer's calls were then successful.	Captioned	Hamilton
4/26/2012					
20					

APPENDIX C
Outreach Materials



The power to
CONNECT
with your world



Rethink Possible[®]





What is Tennessee Relay Service?

Tennessee Relay Service is a free, statewide assisted telephone service that enables people with hearing or speech loss to communicate with standard telephone users through the use of a text telephone (TTY) or other assistive device. Conversations are relayed between parties by a specially trained Tennessee Relay Communications Assistant (CA). By law, all calls are kept confidential.

Operated under contract by AT&T and overseen by the Tennessee Regulatory Authority, Tennessee Relay is available 24 hours a day, 365 days per year, with no limit on the number or length of calls you may make. There is no charge to access or use the service.

What's more, Tennessee Relay offers many features and state-of-the-art calling options designed with users' needs in mind, including Upfront Automation to quickly expedite call connections; Spanish-speaking Relay services; and speech-to-speech Relay for those who are speech-challenged.



HOW RELAY TENNESSEE WORKS



Want to Make a Relay Call? Just Dial 7-1-1

People with hearing or speech loss may use a text telephone, commonly known as a TTY, to make calls through Tennessee Relay Service. A TTY is a telephone that is equipped with a keyboard for typing messages and a screen for reading messages.

Both TTY users and hearing users can initiate a Tennessee Relay call simply by dialing 7-1-1. This will connect you to a specially trained Relay Communications Assistant (CA), who will ask you for the phone number of the person or business you wish to call. The CA will then place your call and provide an explanation to the called party if necessary. Once both parties are connected, the CA will Relay the conversation back and forth, voicing the TTY user's typed messages to the hearing party, and typing the hearing party's responses back to the TTY user.

All Tennessee Relay CAs are specially trained to keep your conversation as natural and reciprocal as possible. They do not engage in your conversation, and they even describe background noises and voice intonations when possible. Furthermore, all your Relay conversations are kept confidential by law.

Tennessee residents traveling outside of the state can still receive the highest quality Relay service by dialing toll-free (800) 848-0298 (TTY users) or (800) 848-0299 (voice users).

Be Ready to Receive a Relay Call

When you receive a Relay call, you will hear the Relay CA say, "Hello! This is Tennessee Relay CA 1234..." Please do not hang up—you are not receiving a telemarketing or unsolicited call. Our Relay CAs will guide you through the call, enabling you to experience the many benefits of communicating through the Tennessee Relay Service.

More Features to Keep you Connected

VCO (Voice Carry-Over)

VCO enables deaf or hard-of-hearing individuals to speak directly to a standard telephone user, and then read the response on the screen of a TTY or VCO enhanced phone. The Relay CA serves as the “ears” and types the response for the VCO user to read.

HCO (Hearing Carry-Over)

Ideal for individuals who can hear but have limited to no speech capabilities, HCO allows Relay users to listen directly to their callers’ words, and then type their responses back using a TTY. The Relay CA serves as the “voice” for the HCO user by reading aloud everything that is typed.

STS (Speech-To-Speech)

STS gives people with mild-to-moderate speech difficulties the ability to speak for themselves during a telephone call. A specially trained Relay CA will listen and then repeat what the speech-disabled user is saying word for word. STS users can use an augmentative device to communicate, but other than a telephone, no special equipment is needed. STS is ideal for people with speech limitations associated with (but not limited to) cerebral palsy, multiple sclerosis, muscular dystrophy, Parkinson’s disease, stroke, stuttering, traumatic brain injury or laryngectomy.



Spanish Relay

Tennessee Relay conveys all calls for Spanish-speaking Relay users whether it's a Spanish-to-Spanish, English-to-Spanish or Spanish-to-English call. TTY, VCO, HCO and STS Relay users can access Spanish-speaking services just by dialing 7-1-1 or toll free at (866) 503-0263.

Para hablar con un asistente de comunicacion en Espanol, marca (866) 503-0263.

Upfront Automation (UFA)



Tennessee Relay uses enhanced technology called UFA [pronounced "oo-fah"], or Upfront Automation to connect all your calls faster. Designed by AT&T Labs, UFA allows you to directly enter the number of the person you are calling—just like a traditional, non-Relay call—for the highest level of functional equivalence. You'll spend less time interacting with the Relay CA and more time on the call.

How does UFA work?

When you enter the number you wish to call, UFA technology uses automated processing to request, dial, and prepare a billing record. All of this happens before the Relay CA is connected. This eliminates human errors and allows your call to be processed quickly, with no delays.

Try Tennessee Relay's UFA!

Make a Relay call using our UFA technology simply by dialing 7-1-1.



Telecommunications Devices Access Program (TDAP)

Tennessee's Telecommunications Devices Access Program (TDAP) provides FREE specialized equipment to eligible deaf and hard of hearing Tennessee residents whose disabilities impede them from having independent access to telephone services. TDAP is administered by the Tennessee Regulatory Authority. Equipment is issued on a first-come, first-serve basis, and priority will be given to those with the greatest financial or social need.

To qualify, you must:

- Be a resident of Tennessee
- Be unable to use a telephone without benefit of an assistive telephone device
- Have a telephone line in the home
- Have the ability to learn how to use the requested device(s).

For more information, contact the TDAP program at:

Voice: (800) 342-8359 or (615) 741-3939 ext. 179

TTY: (888) 276-0677

Fax: (615) 741-8953

Email: tdap.tra@state.tn.us

Request a Free Presentation

Tennessee Relay provides free public presentations, workshops, and seminars for clubs and affiliates, businesses and agencies, professional groups, medical organizations, senior organizations, and advocacy groups throughout the state.

Contact our Tennessee Relay Customer Service team to set up your presentation:

Voice: (800) 682-8706

TTY: (800) 682-8766

Email: rm-attcustomercare@att.com



Get Started Now

To make a Tennessee Relay call, dial 7-1-1 (in state). Residents traveling out of state can dial (800) 848-0298 (TTY) or (800) 848-0299 (Voice).



For All In-State Relay Calls
7-1-1

Traveling Out of State?

TTY: (800) 848-0298
Voice: (800) 848-0299

Customer Service

Voice: (800) 682-8706
TTY: (800) 682-8766
Email: rm-attcustomer-care@att.com

**Remember to always dial 9-1-1
directly in the event of an emergency!**



Rethink Possible[®]



Connect with Tennessee Captioned Telephone Service

Tennessee
Captioned Telephone

See what they say[®] with
Captioned Telephone

To call a CapTel user, dial:

English: 877-243-2823

Español: 866-217-3362

For information regarding Captioned Telephone equipment available through the Telecommunications Device Access Program (TDAP) contact:

Telecommunications Device Access Program (TDAP)
460 James Robertson Parkway
Nashville, TN 37243

Phone: 615-741-3939 ext. 179

Toll Free: 800-342-8359 - Select Option 4

Fax: 615-741-8953

E-mail: tdap.tra@tn.gov

Visit: www.tn.gov/tra/consumerfiles/tdap.html

Customer Service

If you have suggestions, comments or concerns, please contact: Tennessee Captioned Telephone Customer Service
P.O. Box 285
Aurora, NE 68818

English: 888-269-7477

Spanish: 866-670-9134

Fax: 402-694-5110

E-mail: tennessee@hamiltonrelay.com

In addition, the Federal Communications Commission is available to serve you regarding relay issues.

Visit: www.fcc.gov/cgb/complaints.html



Captioned Telephone (CapTel[®]) allows individuals who have difficulty hearing on the phone to listen while reading captions of what's said to them.

What is Captioned Telephone?

Captioned Telephone (CapTel) is a *free service that allows users to listen to their phone conversations while reading word-for-word captions of what's said to them. Through the use of a uniquely designed CapTel phone, users speak directly to the other party and listen and read the other party's response. Captions appear on the bright, built-in display screen of the CapTel phone, just moments after the other party has spoken.

This state-of-the-art technology:

- Eliminates the struggle of using the phone due to difficulty hearing
- Allows for natural conversations
- Provides a truly interactive calling experience

* Although the captioning service is free, standard long distance charges apply.

Who benefits from Captioned Telephone?

- People who experience significant hearing loss and have understandable speech
- People who communicate with individuals who experience difficulty hearing over the phone

Required Equipment

In order to make a Captioned Telephone call, a CapTel phone, telephone service, and standard electrical power are needed.

For more information on how to obtain a CapTel phone, please refer to the back page.

Connecting with CapTel

CapTel User



CapTel user places and receives calls using a CapTel phone that displays text of the other party's conversation.

Captioning Service



Captioning Center Operator converts everything the standard phone user says into captions using voice recognition technology.

Other Party



Family, friends and businesses use a standard phone to communicate with CapTel users.

How it Works

Captioned Telephone service works through the use of a CapTel phone which functions like a traditional phone, with an essential difference: it displays every word the other party says throughout the conversation.

Behind the scene, a specially trained operator uses voice recognition technology to generate captions by repeating what the standard phone user says. Captions appear on the bright, easy-to-read display screen of the CapTel phone.

So if you just can't hear on the phone, now you can read as well as listen to what's said for increased clarity on every call.

Placing and Receiving CapTel Calls

It's easy to place and receive calls using CapTel.

Placing Calls with Captions

All outgoing calls you make are automatically captioned. Just dial the number of the person you are calling and make sure the red light around the CAPTIONS button on your CapTel phone is on.

Receiving Calls with Captions

For incoming calls you may choose to receive captions in either 1-line or 2-line mode.

1-line CapTel Mode (one telephone line connected to your CapTel phone)

- In order for you to receive captions, callers must first dial the toll-free captioning service and then enter your phone number



- Your callers dial the captioning service 1-877-243-2823 (English) or 1-866-217-3362 (Spanish) and when prompted, they will need to enter your telephone number
- When your CapTel phone rings, with the Captions Button turned on, simply answer the phone and the captions will appear shortly thereafter

2-line CapTel Mode (two telephone lines connected to your CapTel phone)

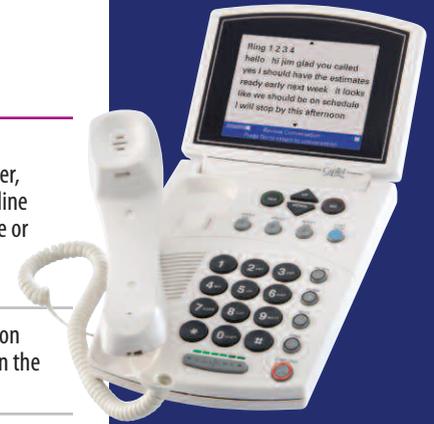
- Calls received are automatically captioned
- Callers simply dial your phone number directly
- When your CapTel phone rings, with the Captions Button turned on, simply answer the phone and the captions will appear shortly thereafter

** All calls are strictly confidential and no records of any conversations are maintained.*

For more information on 1-line and 2-line CapTel, please refer to the chart provided in this brochure.

1-Line CapTel vs. 2-Line CapTel

	1-Line CapTel	2-Line CapTel
Number of Lines <i>For those with only digital phone service, additional options are available. For more information call 888-514-7933 or visit www.hamiltoncaptel.com.</i>	Requires one standard (analog) telephone line or DSL with an analog filter.	The first telephone line can be analog or DSL with an analog filter, Digital Cable or VoIP. The second line must be an analog telephone line or DSL with an analog filter.
How Calls are Managed	Spoken conversations and captions provided through one telephone line.	Spoken conversation is provided on one line; captions are provided on the second line.
Captioning	Captions must be turned on prior to dialing the number to call. A red light indicates that captions are "on".	Captions can be turned on or off at any point in the conversation.
Outgoing Calls	Outgoing calls are automatically routed through the CapTel Captioning Center.	Both incoming and outgoing calls are automatically routed through the CapTel Captioning Center.
Calling a CapTel User	People calling the CapTel user must first dial the toll free number for CapTel; then dial the CapTel user's phone number when prompted.	People calling the CapTel user dial that person's number directly.
Calling Features	Call-waiting and automatic call back (*69) are not available.	Call-waiting and automatic call back (*69) can be used.
Three-Digit Dialing	CapTel users are able to dial three digit numbers such as 2-1-1 and 4-1-1 directly from the CapTel phone. Three-digit dialing codes are available in most states nationwide and allow quick and convenient access to important services.	Three-digit dialing functions the same in 1 Line or 2 Line mode.
911 Calls <i>Note that CapTel Captioning Centers are not 911 centers and do not assume responsibility for calls placed through 911</i>	Calls placed to 911 connect directly to Emergency 911 Services and are not routed through the CapTel Captioning Center. Calls are processed as *VCO calls whereby the 911 call-taker can hear everything you say, and then types his/her response which appears on the CapTel display screen. You speak directly into the handset, as you would with any other CapTel call. <i>* VCO stands for "Voice Carry Over"; a service that allows callers to speak for themselves and read typed responses.</i>	Calls placed to 911 are captioned through the CapTel Captioning Center. Spoken conversation is received through one line, while captions are provided through the second line.



Tennessee Relay is powered through Hamilton Relay of Aurora, Nebraska – a national leader in providing high quality relay services for people who are deaf, hard of hearing, deaf-blind or have difficulty speaking.



APPENDIX D
TENNESSEE REGULATORY ORDER DATED OCTOBER 17, 1990

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P.02

TENNESSEE PUBLIC SERVICE COMMISSION
460 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243-0505

KEITH BIBBELL, CHAIRMAN
STEVE HEWLETT, COMMISSIONER
FRANK COCHRAN, COMMISSIONER



PAUL ALLEN, EXECUTIVE DIRECTOR
HENRY M. WALKER, GENERAL COUNSEL

RECEIVED

OCT 18 1990

DIR-GOVT &
REG AFFAIRS-TN

TRANSMITTAL LETTER

I HAVE ATTACHED A COPY OF A RECENT COMMISSION
ORDER WHICH IS BEING SENT TO PARTIES OF RECORD
AND/OR OTHER INTERESTED PARTIES

A handwritten signature in cursive script, appearing to read "Paul Allen".

PAUL ALLEN
EXECUTIVE DIRECTOR

BEFORE THE TENNESSEE PUBLIC SERVICE COMMISSION
October 17, 1990 NASHVILLE, TENNESSEE

IN RE: PROCEEDING TO ESTABLISH A DUAL PARTY RELAY SYSTEM (DPRS)
TO PROVIDE TELECOMMUNICATIONS ACCESS FOR THE HEARING AND
COMMUNICATION IMPAIRED

DOCKET NO. 89-03796

FINAL ORDER

This matter is before the Tennessee Public Service Commission upon its own motion to establish a special telecommunications service for the hearing and speech impaired as provided in the caption above. This is the final action to be taken in a rather lengthy docket concerning the establishment of DPRS^{/1} in Tennessee.

This matter was considered at the regularly scheduled Commission Conference held on July 3, 1990. At that time, the remaining final recommendations of the Dual Party Relay System Advisory Committee were considered by the Commission. After a review of the DPRS Advisory Committee's final report, the report of the RFP selection sub-committee and the provisions of all prior orders in this docket, it was concluded that Dual Party Relay Service should be commenced on September 24, 1990, as provided for herein.

^{/1} DPRS is an operator service for the communication impaired. The hearing impaired individual uses a special telephone device (TDD) to type a message to an operator central, and this specially trained operator relays the call verbally to a non-impaired individual and vice versa.

Background

On April 3, 1989, the Commission concluded that the implementation of an intrastate Dual Party Relay System providing complete telecommunications access for the speech and hearing impaired in this state, was in the public interest, and ordered that a study be conducted to determine the best way in which to provide this service.

The Commission ordered the establishment of an advisory committee made up of representatives of the hearing impaired community, the state's telecommunications industry, the general public, and the Commission staff. This committee met over the time period of a year, and reviewed all issues relevant to the provision of DPRS in Tennessee.

After these deliberations, the DPRS advisory committee issued a final report which recommended specific Commission action regarding service standards for DPRS, administration of the DPRS, and a funding formula.

The Commission in an Order issued on April 23, 1990, adopted the Committee's recommendations with regard to service standards and ordered these to be incorporated in a request for proposals (RFP) to be submitted to those companies wishing to provide DPRS in Tennessee. This RFP was issued by the Commission on behalf of all the telephone companies in Tennessee due to the proprietary and highly competitive nature of the DPRS bidding process. The Commission also established a RFP selection sub-committee made up

of members of the DPRS Advisory Committee, non-bidding telephone companies, and Commission staff members.

The Commission selected AT&T Communications of the Southern States (AT&T) to be the DPRS service provider for end users in Tennessee on June 7, 1990, after a review of the DPRS selection sub-committee's recommendations. AT&T expects to commence DPRS service on or about September 24, 1990.

Goal of DPRS

It is the goal of the Commission in providing a DPRS in Tennessee that the hearing and speech impaired telecommunication user have access to and enjoy telephone use to the same degree and with the same quality of service now enjoyed by non-hearing impaired subscribers to telephone service. At present, direct telephone communication for the hearing impaired is limited to communications between parties possessing or using special equipment (TDD). Private business, community and governmental services without such equipment cannot be accessed directly by telephone by the hearing impaired without inconveniencing and requiring assistance from the non-hearing impaired.

DPRS will enable the hearing impaired to communicate more directly with all Tennesseans. DPRS will create communications independence and employment opportunities for the hearing and speech impaired. Private business including telephone companies will acquire new markets and customers, and will experience growth in the usage of their services and the revenues related thereto.

Equal access to the telecommunications network for the hearing impaired will attract new telephone subscribers who up until now have found a telephone to be of little benefit and use, and subsequently will further the goal of this Commission to provide universal quality telephone service to all citizens of this state.

Service Standards

The telephone standards to be adhered to in providing DPRS are outlined in an earlier Order in this docket, and shall mirror the comparable telephone service which is now provided to non-hearing and communication impaired telephone users with minor exceptions.^{/2}

More precise specifications for the anticipated telephone service for DPRS to be adhered to by the service provider are found in the Commission's Request for Proposal to Provide a Dual Party Relay System issued on April 16, 1990 and AT&T's response to this proposal dated May 18, 1990. The telephone companies supporting the provision of this service and the service provider shall be charged with the duty of maintaining this level of service for DPRS.

Funding

The total annual cost for providing DPRS service in Tennessee shall be initially divided into two cost figures -- one figure shall be assigned to the interLATA jurisdiction and the other to the intraLATA jurisdiction. To determine these two figures, the

^{/2} No coin sent calls (due to the operator's inability to rate these calls), nor recorded messages which present technical difficulties shall be relayed.

percentage of interLATA and intraLATA minutes of use shall be derived from the 1989 calendar year total of all switched access minutes of use for all telephone companies in Tennessee. The percentage of intraLATA minutes of use of the total switched minutes of use in 1989 was determined to be 67% with 33% as the figure for interLATA minutes of use. Therefore, 67% of the DPRS annual cost shall be allocated to the intraLATA jurisdiction and 33% of the cost allocated to the interLATA jurisdiction.^{/3}

Each Tennessee telephone company shall pay a pro rata share of the costs assigned to the interLATA and intraLATA jurisdictions. Each company's percentage of the minutes of use for each jurisdiction shall be used to determine that company's percentage of each cost figure. For example, if Company A has 30% of the total interLATA minutes of use and 40% of the total intraLATA minutes of use as derived from the 1989 switched access minutes of use then this company shall be allocated 30% of the interLATA cost assignment (30% of the 33% figure) and 40% of the intraLATA cost assignment (40% of the 67% figure). These cost allocations to the participating LECs may be adjusted in the years following the end of calendar year 1991 to reflect any changes in each company's respective percentages of the switched access minutes of use.

^{/3} The total annual DPRS cost here refers to a combined total of DPRS start-up costs and the projected costs of operation through the end of calendar year 1991.

The LECs may recover interLATA cost assignments through an annual adjustment to the Common Carrier Line Charge (CCLC). /4 Any initial adjustment to the CCLC for DPRS shall cover the cost projected for this service through the end of the calendar year of 1991. In each year thereafter, any annual adjustment to the CCLC to cover DPRS cost shall only be made coincident with other adjustments to the CCLC such as those mandated by the Commission's Final Order in the Megacom docket (No. U-87-7492, et al.) and shall be based on the switched access minutes of use figure used to calculate any such other adjustments. /5

Any adjustments to the intraLATA cost allocation figures for the participating LECs after 1991 may not necessarily be made at the same time as interLATA adjustments but shall be based on the same switched access minutes of use time period used for the interLATA DPRS cost adjustments. The methodology of allocating DPRS cost as described in this Order shall be utilized for any adjustments to DPRS cost allocations for the participating LECs for the years following 1991.

/4 This is the charge to inter-exchange carriers for the use of local exchange telephone companies facilities in transmitting interLATA calls.

/5 Megacom adjustments are calculated based on the switched access minutes of use for the twelve months ending on June 30 of the year prior to the year in which the adjustment is to be made and are not based on calendar year minutes of use. Therefore, any adjustment to DPRS cost allocations coincident with a Megacom adjustment would be made based on the same time period for calculating the switched access minutes of use.

Any intraLATA cost allocations to participating LECs may be recovered as a part of each company's general revenue requirements. Any participating local exchange company may petition the Commission for relief, if necessary, from any significant financial impact directly relating to their DPRS cost assignment.

Administration

All local telephone companies in Tennessee, regulated and non-regulated, have agreed to provide and to fund a DPRS service for the citizens of this state in accordance with the service specifications and other provisions of this docket. Companies not regulated by this Commission have voluntarily agreed along with Commission regulated telephone companies to contract for the provision of this service and have voluntarily agreed to abide by the terms and conditions contained in the Orders in this docket as a part of their contractual obligations. This voluntary compliance is limited to the provision of DPRS service only, and in no way indicates an assertion of or subjection to Commission regulation of non-regulated companies in any other respect.

South Central Bell shall be the local telephone company designated to represent all the participating LECs in contractual arrangements with the service provider, AT&T. South Central Bell shall enter into individual contracts with each LEC for a period of three years for the purpose of fulfilling its obligation as the contract administrator for DPRS in Tennessee.

South Central Bell shall be responsible for collecting sufficient funding from the participating LECs to cover the costs of DPRS. South Central Bell shall also function as the liaison between the LECs and the service provider for all billing, service, and funding questions. The participating LECs may designate an oversight committee made up of representatives of the companies participating in the intraLATA toll pool and of the non-pool participating company to supervise and assist the contract administrator.

As contract administrator, South Central Bell shall enter into a three-year contract with the service provider, AT&T Communications of the Southern States on behalf of all participating LECs. Through this contract, AT&T will be responsible for providing dual party relay service in accordance with its Proposal to Provide a Dual Party Relay System in the state of Tennessee, dated May 18, 1990, and the Commission's Request for Proposal to Provide a Dual Party Relay System, issued on April 16, 1990 (RFP).

The final contract between AT&T and South Central Bell, subject to Commission approval, shall provide for a DPRS service which shall encompass the above-mentioned RFP, AT&T's Proposal in response to this RFP, and any other relevant provisions in the Orders in this docket.

The contract shall provide that the contract administrator, South Central Bell, shall be responsible for managing payment to

the service provider, any record keeping relevant thereto, and for billing the participating LECs for their respective shares of the cost of DPRS. Any necessary information requested by the contract administrator or the LEC oversight committee which the service provider considers competitively sensitive may be first submitted to the Commission staff for the determination of and any steps to be taken to assure that such information shall not be disclosed to potential telephone company competitors. The Commission staff may also conduct an independent audit of the DPRS service provider at the request of the contract administrator or the participating LECs or as a part of any general audit by the Commission staff of the service provider.

At any time, concerns about the service being provided, the funding and other matters relevant to DPRS may be submitted by the contract administrator and/or the participating LECs to the Commission staff and if unresolved, to the Commission for further action.

Billing

Billable calls to and from the center shall be billed by the end user's local exchange company (or their designee) at the tariffed rate established for the hearing impaired in this state. Local calls, i.e. calls which originate and terminate in the same local toll-free calling area regardless of the fact that these calls may be routed through the DPRS center outside the toll-free zone, shall be free of charge to the end user. Toll calls shall be

billed to end users as if the calls were placed between the originating and terminating call points instead of through the DPRS Center. The appropriate hearing-impaired discount shall be applied to all toll Relay Center calls./⁶

The service provider shall supply the participating LECs through the contract administrator with the necessary calling information to enable these companies or their designee to accurately bill the end user. The service provider shall indicate to the billing companies all local calls relayed for which no access charge is due and owing (see Commission RFP, p. 18) but shall be responsible for access charges on all other calls.

Consumer Advisory Panel

We shall appoint a DPRS Advisory Panel which shall be made up of representatives of the potential users of the service -- both hearing and non-hearing impaired. This panel shall be made up of individuals from different parts of the state and from different backgrounds. A commission staff person or persons shall also be appointed to this Advisory Panel.

The purpose of this organization which may be developed more in detail by the panel upon meeting shall be to monitor the provision of DPRS service in terms of quality, responsiveness to

⁶ The exception to this is 900 and 976 calls which shall not be discounted. Calls to 900 or 976 recorded message service shall not be relayed due to difficulty of transmission but may, nonetheless result in a charge to the end user since the operator will not be able to determine in advance whether the 900 service is recorded or interactive. Interactive 900 or 976 calls shall be relayed upon request.

end users, and compliance with Commission specifications. This panel may gather information and feedback from the end users for the service throughout the state and, particularly in their respective geographic areas, to assist them in this role.^{/7}

Any recommendations for adjustments or necessary improvements in service may be recommended for consideration to the Commission upon a majority vote of the Panel. In order to determine whether any adjustments or changes in DPRS are needed, the Commission may order a hearing or provide another forum for discussion with participation assured for all interested parties including the local telephone companies administering the service, the DPRS advisory panel, and the service provider. After such hearing or discussion, the Commission may take whatever action is deemed necessary or appropriate.

Conclusion

We commend those members of the Dual Party Relay System Advisory Committee, and the RFP selection sub-committee for their hard work, dedication, and assistance in the development of DPRS for Tennessee. We commend the telephone companies of Tennessee, regulated and non-regulated for their willingness to fund and administer a dual party relay system for Tennessee.

^{/7} DPRS customers complaints shall be handled and processed by the Commission's Utility Service Division as any other service complaint. Any policy issues raised by these complaints may be referred to the Panel for consideration by the Director of the Utility Service Division.

We, hereby, order the implementation of a dual party relay system for Tennessee in accordance with the provisions of this Order and all other orders contained in this docket.

The Commission retains jurisdiction over the parties and subject matter in this matter for purposes of ordering such further action in this docket as may be necessary.

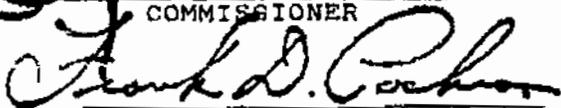
It Is So Ordered.

ATTEST


EXECUTIVE DIRECTOR


CHAIRMAN


COMMISSIONER


COMMISSIONER