

**Appendix K:**

**\*\*\*\*\*Copy of Legislation or Other Establishing TRS  
in the State**

### **86-301. Act, how cited.**

Sections [86-301](#) to [86-315](#) shall be known and may be cited as the Telecommunications Relay System Act.

**Source:**Laws 1993, LB 305, § 23; R.S.1943, (1999), § 86-1301; Laws 2002, LB 1105, § 179.

### **86-302. Purpose of act.**

The purpose of the Telecommunications Relay System Act is to provide a statewide telecommunications relay system and a statewide voucher program for the provision of specialized telecommunications equipment for qualified deaf, hard of hearing, or speech-impaired persons in Nebraska which enables them to communicate twenty-four hours per day, seven days per week, with other persons who use conventional telephone systems.

**Source:**Laws 1990, LB 240, § 1; R.S.Supp.,1992, § 86-901; Laws 1993, LB 305, § 24; Laws 1995, LB 146, § 1; Laws 1997, LB 568, § 1; Laws 1999, LB 359, § 4; R.S.1943, (1999), § 86-1302; Laws 2002, LB 1105, § 180.

### **86-303. Definitions, where found.**

For purposes of the Telecommunications Relay System Act, the definitions found in sections [86-304](#) to [86-311](#) apply.

**Source:**Laws 1990, LB 240, § 2; R.S.Supp.,1992, § 86-902; Laws 1993, LB 305, § 25; Laws 1995, LB 146, § 2; Laws 1999, LB 359, § 5; R.S.1943, (1999), § 86-1303; Laws 2002, LB 1105, § 181.

### **86-304. Commission, defined.**

Commission means the Public Service Commission.

**Source:**Laws 2002, LB 1105, § 182.

### **86-305. Deaf, defined.**

Deaf has the same meaning as in section [71-4720.01](#).

**Source:**Laws 2002, LB 1105, § 183.

**86-306. Fund, defined.**

Fund means the Nebraska Telecommunications Relay System Fund.

**Source:**Laws 2002, LB 1105, § 184.

**86-307. Hard of hearing, defined.**

Hard of hearing has the same meaning as in section [71-4720.01](#).

**Source:**Laws 2002, LB 1105, § 185.

**86-308. Household, defined.**

Household means a family unit whose members are related by birth, marriage, or adoption and who share a common living arrangement.

**Source:**Laws 2002, LB 1105, § 186.

**86-309. Personal telephone service, defined.**

Personal telephone service means telephone service located in an individual's room and the telephone service account is in the individual's name.

**Source:**Laws 2002, LB 1105, § 187.

**86-310. Specialized telecommunications equipment, defined.**

Specialized telecommunications equipment means any telecommunications device enabling deaf, hard of hearing, or speech-impaired persons to communicate using conventional telephone systems. Specialized telecommunications equipment includes, but is not limited to, telecommunications devices for the deaf, signaling devices, and amplification devices.

**Source:**Laws 2002, LB 1105, § 188.

### **86-311. Telecommunications relay system, defined.**

Telecommunications relay system means a service permitting full and simultaneous communication between deaf, hard of hearing, or speech-impaired persons using specialized telecommunications equipment and other persons using conventional telephone equipment.

**Source:**Laws 2002, LB 1105, § 189.

### **86-312. Nebraska Telecommunications Relay System Fund; created; use; investment.**

(1) The Nebraska Telecommunications Relay System Fund is created. The fund shall be used to provide a statewide telecommunications relay system and to administer a statewide voucher program to provide specialized telecommunications equipment to qualified deaf, hard of hearing, and speech-impaired persons in Nebraska, except that transfers may be made from the fund to the General Fund at the direction of the Legislature.

(2) Based upon the price of the equipment, vouchers shall be issued by the program administrator to pay private vendors for all or part of the cost of the equipment. After purchase, the recipient is the owner of the equipment and responsible for enforcement of any warranties and repairs.

(3) Any money in the Nebraska Telecommunications Relay System Fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

**Source:**Laws 1990, LB 240, § 3; R.S.Supp.,1992, § 86-903; Laws 1993, LB 305, § 26; Laws 1994, LB 1066, § 141; Laws 1995, LB 146, § 3; Laws 1997, LB 568, § 2; Laws 1999, LB 359, § 6; R.S.1943, (1999), § 86-1304; Laws 2002, LB 1105, § 190; Laws 2009, First Spec. Sess., LB3, § 97.

#### **Cross References**

**Nebraska Capital Expansion Act,** see section [72-1269](#).  
**Nebraska State Funds Investment Act,** see section [72-1260](#).

### **86-313. Surcharge; amount; hearing; commission; powers and duties.**

(1)(a) Each telephone company in Nebraska shall collect from each of the telephone subscribers a surcharge not to exceed twenty cents per month on each telephone number or functional equivalent in Nebraska, including wireless service as defined in section [86-456.01](#). Except for wireless service, the surcharge shall only be collected on the first one hundred telephone numbers or functional equivalents per subscriber. The companies shall add the surcharge to each subscriber's bill. The surcharge shall not be collected with respect to prepaid wireless telecommunications service as defined in the Prepaid Wireless Surcharge Act.

(b) The telephone companies are not liable for any surcharge not paid by a subscriber.

(2) Before April 1 of each year, the commission shall hold a public hearing to determine the amount of surcharge necessary to carry out the Telecommunications Relay System Act. After the hearing, the commission shall set the surcharge at the level necessary to fund the statewide telecommunications relay system and the specialized telecommunications equipment program for the following year plus a reasonable reserve. The surcharge shall become effective on July 1 following the change.

(3) In an emergency the commission may adjust the amount of the surcharge to become effective before such date but only after a public hearing for such purpose.

(4) Each telephone company shall remit the proceeds from the surcharge to the commission. The commission shall remit the funds to the State Treasurer for credit to the fund.

(5) The commission may require an audit of any company collecting the surcharge pursuant to the act.

(6) This section shall not apply to subscribers who have no access to relay service.

**Source:**Laws 1990, LB 240, § 4; R.S.Supp.,1992, § 86-904; Laws 1993, LB 305, § 27; Laws 1995, LB 146, § 4; R.S.1943, (1999), § 86-1305; Laws 2002, LB 1105, § 191; Laws 2003, LB 187, § 28; Laws 2007, LB661, § 3; Laws 2010, LB723, § 1; Laws 2012, LB1091, § 6.

**Operative Date: January 1, 2013**

## Cross References

Prepaid Wireless Surcharge Act, see section [86-901](#).

### **86-314. Telecommunications relay system; specialized telecommunications equipment program; requirements; rules and regulations; administrative fine.**

(1) The commission shall establish standards, procedures, and training specifications for the telecommunications relay system and shall supervise its operation. The telecommunications relay system shall assure prompt and accurate relay of all messages seven days per week, twenty-four hours per day, including holidays, to all deaf, hard of hearing, or speech-impaired persons living in Nebraska who possess specialized telecommunications equipment. Any person using the telecommunications relay system shall not be charged for access to such system other than charges billed for instate and out-of-state long-distance telephone service. The telecommunications relay system shall at least provide the following telephone services: (a) Statewide instate calls with charges for long-distance calls billed to the person making the call in a manner which the commission determines will recover the cost of long-distance calls to the system; (b) out-of-state calls with charges billed to the person making the call; and (c) emergency calls.

(2) The commission shall establish standards and criteria and shall determine the eligibility of qualified deaf, hard of hearing, and speech-impaired persons applying for specialized telecommunications equipment. The eligible standards and criteria shall include the following: (a) Only one person per household may be a recipient of the telecommunications equipment; (b) an applicant shall reside in a household that has telephone service; (c) a recipient of equipment may not reapply for assistance more than once every five years; and (d) a nursing home or institution resident is eligible for specialized telecommunications equipment only if he or she has personal telephone service.

(3) The commission may approve applications for specialized telecommunications equipment if they meet the guidelines established by the commission.

(4) The commission shall adopt and promulgate rules and regulations necessary for implementation of the Telecommunications Relay System Act and guidelines for the specialized telecommunications equipment program. The commission may enter into contracts with other agencies or private organizations, which may include the Commission for the Deaf and Hard of Hearing, to operate the

telecommunications relay system and the specialized telecommunications equipment program.

(5) The Public Service Commission may administratively fine pursuant to section [75-156](#) any person who violates the act.

**Source:**Laws 1990, LB 240, § 5; R.S.Supp.,1992, § 86-905; Laws 1993, LB 305, § 28; Laws 1995, LB 146, § 5; Laws 1997, LB 851, § 27; Laws 1999, LB 359, § 7; Laws 2000, LB 1285, § 22; R.S.Supp.,2000, § 86-1306; Laws 2002, LB 1105, § 192.

### **86-315. Special committee; membership.**

The commission shall administer the Telecommunications Relay System Act with the advice of a special committee appointed by the Commission for the Deaf and Hard of Hearing. The special committee shall consist of seven members as follows: One member shall be a deaf person; one member shall be a deaf or hard of hearing person; one member shall be a speech-impaired person; one member shall represent the Public Service Commission; one member shall represent the telephone industry; one member shall represent the Commission for the Deaf and Hard of Hearing; and one member shall represent the public.

**Source:**Laws 1990, LB 240, § 6; R.S.Supp.,1992, § 86-906; Laws 1993, LB 305, § 29; Laws 1997, LB 851, § 28; Laws 1999, LB 359, § 8; R.S.1943, (1999), § 86-1307; Laws 2002, LB 1105, § 193.

010 NEBRASKA TELECOMMUNICATIONS RELAY SYSTEM:

010.01 Purpose: Provide a statewide telecommunications relay system and a statewide voucher program for the provision of specialized telecommunications equipment for qualified deaf, hard of hearing, or speech-impaired persons in Nebraska which enables them to communicate twenty-four (24) hours per day, seven (7) days per week, including holidays, with other persons who use conventional telephone systems.

010.02 Statutory Authority: This section is adopted pursuant to the Telecommunications Relay System Act.

010.03 Scope: Any person using NTRS shall not be charged for access to such system other than charges billed for in-state and out-of-state long-distance telephone service. NTRS shall at a minimum provide statewide in-state calls with charges for long-distance calls billed to the person making the call in a manner which the Commission determines will recover the cost of long-distance calls to the system; out-of-state calls with charges billed to the person making the call; and emergency calls.

010.04 Commission Authority: Procedures involving the administration of NTRS shall be governed by the Nebraska Telecommunications Relay System Rules and the Rules of Commission Procedure unless otherwise prescribed by order of the Commission. The Commission may enter into contracts with other agencies or private organizations to operate NTRS and NSTEP.

010.04A Administrative Fines: The Commission may administratively fine pursuant to Neb. Rev. Stat. Section 75-156 any person who violates the TRS Act.

010.05 Forms: The Commission will specify, by order, the manner in which information shall be filed with the Commission. Upon a showing of good cause, the Program Administrator may accept information filed in a manner other than prescribed in a Commission order.

010.06 Telecommunications Relay Surcharge: Each telephone company in Nebraska shall collect from each of the telephone subscribers with a surcharge not to exceed twenty (20) cents per month on each telephone number or functional equivalent in Nebraska, including wireless service.

010.06A Relay Surcharge Shown on Subscriber Bills: The surcharge shall appear as a separate line-item charge on the subscriber's billing statement and shall be labeled as "Telecomm Relay Surcharge" or "Relay Surcharge."

010.06B Annual Surcharge Rate Determination:

010.06B1 Public Hearing: Before April 1 of each year the Commission shall hold a public hearing

to determine the amount of surcharge necessary to carry out the provisions of the TRS Act.

010.06B2 Rate: After such hearing as required in Section 010.06B1, the Commission shall set the surcharge at the level necessary to fund the statewide NTRS and NSTEP for the following year plus a reasonable reserve.

010.06B3 Effective Dates: The surcharge set pursuant to 010.06B1 and 010.06B2 shall become effective for the next fiscal year beginning July 1.

010.06B4 Limitation: The surcharge rate shall not exceed twenty cents (\$0.20) per month on each telephone number or functional equivalent in Nebraska, including wireless service. The surcharge shall only be collected on the first one hundred (100) telephone numbers or functional equivalent, per subscriber. The companies shall add the surcharge to each subscriber's local telephone bill.

010.06B5 Emergency Rate Setting: In an emergency the Commission may adjust the amount of the surcharge after a public hearing for such purpose.

010.06C Nebraska Telecommunications Relay System Fund: The fund shall consist of the surcharges credited to the fund, any monies appropriated by the Legislature, any federal funds received for telecommunications relay systems, and any other funds designated for credit to the fund.

010.07 Remittance:

010.07A Filing Requirements: The proceeds from the surcharge shall be remitted to the Commission ~~monthly~~ no later than thirty (30) days after the end of the remittance period ~~month~~ in which they were collected together with the forms approved by the Commission. In the event the thirtieth (30<sup>th</sup>) day falls on a weekend or holiday, the remittance form and surcharge proceeds shall be due on the next business day.

010.07B Filing Options:

010.07B1 Monthly: Telephone companies shall remit the TRS surcharge on a monthly basis to the TRS Fund except as provided in sections 010.07B2 and

010.07B3.

010.07B2 Quarterly: A telephone company whose monthly remittance amount is less than twenty-five dollars (\$25) may elect to remit on a quarterly basis.

010.07B3 Annually: A telephone company whose monthly remittance amount is less than twenty-five dollars (\$25) may elect to remit on an annual basis. The period for annual remittances shall run July 1 through June 30, with the surcharge remittance due on July 30 annually.

010.07B4 Filing Election: A telephone company whose monthly remittance amount is less than twenty-five dollars (\$25) must notify the Commission in writing of its election to remit quarterly or annually prior to the remittance period.

010.07B Remittance by Commission: The Commission shall remit the proceeds from the surcharge to the State Treasurer for credit to the Fund.

010.07C Audits: The Commission may require an audit of any telephone company collecting the surcharge pursuant to the TRS Act.

010.08 Adequacy of Service:

010.08A The vendor shall ensure that, except during network failure, at least ninety percent (90%) of all calls are answered by the relay center within ten (10) seconds from the time the call enters the TRS system during all times of the day and at least ninety-five percent (95%) of all calls are answered within ten (10) seconds for the month by any method which results in the caller's call immediately being placed, not put in a queue or on hold.

010.09 Directory Requirements: Telephone companies shall provide printed information in telephone directories at no charge regarding relay services.

010.09A Required Information: The information listed in telephone directories shall contain information on the following:

010.09A1 Connecting to the relay, including a reference to 711 dialing;

010.09A2 Access numbers, including but not limited to TTY, Voice, ASCII, Fast ASCII, Speech

to Speech, Spanish and Customer Service;

010.09A3 A reference to the NSTEP program including contact numbers for the PSC and the Nebraska Commission for the Deaf and Hard of Hearing and application information.

010.10 Notification: Telephone companies shall inform their subscribers of the availability of relay services through a bill insert or other prominent bill message on an annual basis.

010.11 Nebraska Specialized Telecommunications Equipment Program (NSTEP):

010.11A Eligibility: To qualify for NSTEP applicants must meet ALL of the following eligibility requirements:

010.11A1 Applicant is deaf, hard of hearing, speech-impaired, or dual-disabled and as a result of such impairment is unable to use a conventional telephone effectively.

010.11A2 Applicant is at least three (3) years of age or older and able to demonstrate the requisite skill to operate STE.

010.11A3 Applicant currently has telephone service or has applied for telephone service in the state of Nebraska at their primary place of residence.

010.11A4 Applicant is a resident of the state of Nebraska.

010.11A5 Applicant has not applied for NSTEP within the past five (5) years.

010.11A6 At the time of application, no other resident of applicant's household has STE in his or her possession.

010.11A7 Applicant has obtained a professional certification of the qualifying disability or disabilities as prescribed by the Commission.

010.11B Equipment Selection: Except as provided in Section 010.11C, applicants may only choose one piece of STE and/or one telephone signaling device per household. A list of eligible equipment categories may be obtained from the Commission upon request.

010.11C Dual-Disabled Applicants: Dual-Disabled Applicants desiring specialized equipment with further adaptive equipment for dually-disabled individuals shall

complete a supplemental application form including certification from a qualified profession of Applicant's dual-disability status and need for further adaptive equipment. Supplemental applications shall be available from the Commission upon request.

010.11D Voucher Procedure:

010.11D1 Once the Program Administrator receives a completed application form and verifies that all eligibility requirements have been met, the Program Administrator will issue a NSTEP voucher.

010.11D2 Applicant, or in the case of a minor, Applicant's parent or guardian, shall sign the NSTEP voucher on line marked "Applicant's Verification."

010.11D3 Applicant shall deliver the signed voucher to the vendor from whom the Applicant is purchasing the STE.

010.11E Reapplying: Reapplication for NSTEP is allowed only when one of the following requirements is satisfied.

010.11E1 Applicant has not received any STE in the five years previous to the date on the current application.

010.11E2 Applicant's medical condition has changed to such an extent that different equipment is required. Special approval is required to reapply under this section from the Nebraska Commission for the Deaf and Hard of Hearing.

010.11E3 The Commission or Program Administrator may waive the requirements of section 010.11E1 upon a showing of need by the applicant or upon request from the Nebraska Commission for the Deaf and Hard of Hearing.

010.11F Vendors:

010.11F1 Participating Vendors: Only vendors recognized by the Commission as "Participating Vendors" will be eligible for reimbursement under NSTEP.

010.11F2 Application Process: Any Vendor desiring to be recognized as a Participating Vendor in NSTEP shall submit the following: a

completed application form; a return and exchange policy statement; a price list; and a statement that the vendor has read and agrees to adhere to the Commission's Rules and Regulations governing NSTEP. Participating Vendor application forms shall be available from the Commission upon request.

010.11F3 Approved Equipment List: The Commission shall maintain an approved equipment list that will be made available upon request. Vendor invoices submitted for payment of equipment not on the approved equipment list will not qualify for reimbursement.

010.11F4 Payment Authorization: Except as provided in Section 010.11F8, payment for equipment submitted under NSTEP shall be subject to the maximum allowable expense per applicant as determined by the Commission. Any costs incurred by the applicant in excess of the maximum allowable expense per applicant are the responsibility of the applicant. Setup costs shall not be included in the calculation of the maximum allowable expense per applicant.

010.11F5 Product Knowledge: Vendors shall maintain reasonable knowledge of all products being offered that qualify for reimbursement under NSTEP.

010.11F6 Vendor Payment: To receive payment under NSTEP, vendors shall submit voucher forms received from applicants along with an itemized invoice of applicant's purchase(s) to the Commission.

010.11F7 Setup Costs: If the applicant requests setup services from the vendor, the vendor may request reimbursement for the actual setup costs from NSTEP. The vendor may submit the actual costs of setup to the Commission on the same invoice as the equipment sale.

010.11F8 Special Authorization: If the applicant is determined to be dually-disabled, the maximum allowable expense per applicant pursuant to Section 010.11F4 does not apply.

010.11G Applicant Responsibilities:

010.11G1 Maintenance: Any costs for general and regular servicing or maintenance of equipment purchased under NSTEP is the responsibility of

the applicant.

010.11G2 Repairs: Any costs for repair of equipment purchased under NSTEP, regardless of whether said equipment is under warranty, is the responsibility of the applicant.

010.11G3 Warranties, Extended Warranties: Any costs associated with warranty provisions for repairs of any equipment purchased under NSTEP is the responsibility of the applicant. Any costs associated with purchasing warranties and/or extended warranties on equipment purchased under NSTEP are the responsibility of the applicant.

010.11G4 Structural Modifications: Any costs associated with structural modifications of existing structures necessary for NSTEP equipment operation is the responsibility of the applicant.

010.12 Telecommunications Relay System Advisory Committee: The Commission shall solicit advice on the administration of NTRS from the Telecommunications Relay System Advisory Committee. Such Committee shall be formed pursuant to the TRS Act.

**Appendix L:**  
**Copies of Phone Bill with Surchare Rate or**  
**Legislative Order**

# Nebraska Public Service Commission

300 The Atrium, 1200 N Street  
(402) 471-3101

P.O. Box 94927

Nebraska Consumer Hot Line 1-800-526-0017

Lincoln, Nebraska 68509-4927

Fax (402) 471-0254



TO: All Telephone Companies  
FROM: Gene Hand, Public Service Commission  
DATE: December 6, 1990  
SUBJECT: Dual-Party Relay Surcharge

The Nebraska Dual-Party Relay System is rapidly becoming a reality with the opening scheduled for January 1, 1991. To assist all telephone companies with proper notification to subscribers of the new surcharge to be added to the monthly bill beginning on January 1, 1991, the Commission staff has drafted recommended bill insert language. Enclosed you will find a copy of this proposed notice.

The recommended language for the bill line-item is "Dual-Party Relay Surcharge".

The Commission has developed a form for each telephone company to use when remitting to the Commission the surcharge proceeds. The law requires that these proceeds be remitted monthly no later than thirty days after the end of the month in which they were collected. For your use you will also find enclosed a copy of this remittance form which may be duplicated.

Our staff has been working with the Dual-Party Relay Advisory Committee to develop a brochure that will assist with the promotion of the new service. The brochure will be distributed to all telephone companies upon completion which currently is scheduled for late December.

On October 30, 1990, I sent a memo to all telephone companies which provided material our staff has developed for use in all new telephone directories. This information has been revised and explains the operation of the relay system to all subscribers and provides telephone numbers which will connect the subscribers to the relay center if further information is necessary. A copy of this revised material for directories is also enclosed.

COMMISSIONERS:  
DUANE D. GAY  
FRANK E. LANDIS  
JAMES F. MUNNELLY  
ERIC C. RASMUSSEN  
DANIEL G. URWILLER

EXECUTIVE DIRECTOR:  
DWIGHT R. WININGER

## NOTICE OF DUAL-PARTY RELAY SURCHARGE

Local telephone companies throughout Nebraska are collecting a new surcharge, beginning January 1, 1991. This surcharge will be credited to the Nebraska Telephone Relay System Fund created to provide telephone service to Nebraska residents who are hearing-impaired or speech-impaired and will be added to your monthly telephone bill.

This new program was mandated by the Nebraska Legislature to make telephone service as accessible to speech or hearing-impaired persons as it is for persons without such impairments. The new system will allow communications between hearing and speech-impaired persons who have special equipment and persons with regular telephones.

The surcharge is 7 cents per month and is applied to each telephone number for which you are currently billed with collections limited to 100 numbers per customer.

Any questions regarding the program or surcharge should be directed to the Nebraska Public Service Commission, P.O. Box 94927, Lincoln, Nebraska 68509-4927 (1-800-526-0017).

Persons who want information on how to use the system should call 1-800-833-0920 for voice communications or 1-800-833-7352 for TDD (telecommunications device for the deaf) transmission. Information by mail can be obtained from the Hamilton Telephone Company, 1001 Twelfth Street, Aurora, NE 68818.

DUAL-PARTY RELAY SURCHARGE REMITTANCE

TELEPHONE COMPANY \_\_\_\_\_

REPORT FOR MONTH ENDING \_\_\_\_\_

Total number of lines \_\_\_\_\_

Less: Exceptions \_\_\_\_\_

Total number of lines subject to surcharge \_\_\_\_\_

X .07

TOTAL \_\_\_\_\_

Less: Uncollectible Amounts \_\_\_\_\_

TOTAL DUE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE

\_\_\_\_\_  
Name, Address and Phone Number of Preparer

The number of local exchange service lines is calculated and billable on a monthly basis. The proceeds from the surcharge shall be remitted to the Commission monthly no later than thirty days after the end of the month in which they were collected.

This form shall be completed and mailed, along with your check, to the Nebraska Public Service Commission, P.O. Box 94927, 300 The Atrium, Lincoln, NE 68509-4927. Make checks payable to the Nebraska Public Service Commission. The State of Nebraska Federal Identification number is 47-0491233. If you have any questions concerning the Dual Party Relay surcharge, contact the Nebraska Public Service Commission at (402)471-3101.

For Commission Use Only

Check No. \_\_\_\_\_

Date Deposited \_\_\_\_\_

Date Posted \_\_\_\_\_

(12-90)

# Nebraska Relay System

## Effective January 1, 1991

Nebraska Relay System is a link between the speech or hearing-impaired and the hearing.

Call 24 hours a day, seven days a week 

TDD users call the Relay by TDD at: 1+800-833-7352

A Nebraska Relay Center operator will answer by typing: HELLO NEBRASKA RELAY OPERATOR  
MAY I HELP U Q GA.

Have the following information ready for the Nebraska Relay System operator:

- 
- (1) The area code and telephone number you are calling from.
  - (2) The area code and telephone number you would like to call.
  - (3) If the call is long distance give your name and how you will pay for the call (for example, if billing to a third party number, give the area code and telephone number that you are billing to).

Hearing users call the Relay at: 1+800-833-0920

Inform the Relay System operator of your telephone number, the number you want to call and the type of call you are making - direct, credit card, collect, person to person, etc.

### Billing of calls

The Nebraska Relay System will handle local and long distance calls inside and outside the state of Nebraska. Long distance calls must be billed to a Nebraska telephone number or a Nebraska telephone credit card.

There will be no charge for local calls or call set-up time.

### Privacy

Calls handled by the Nebraska Relay System will be strictly confidential. As required by law, operators cannot disclose any information from a conversation. No records of the conversation are kept.

### Emergency

Write down the numbers of your local emergency services. If you have an emergency, continue to summon help as you have done in the past. The Nebraska Relay System operators do not have your local emergency numbers. The Nebraska Relay System assumes no responsibility for any failure to forward emergency numbers through the TDD/TTY operator.

### Additional information

For more information about the Nebraska Relay System contact:



Nebraska Relay System

TDD 1+800-833-7352

Voice 1+800-833-0920

Nebraskans with hearing and/or speech impairments communicate with a telecommunications device for the deaf (TDD), a combination telephone/typewriter which enables the individual to type out his or her portion of the conversation. Other forms of TDD's which may be used include teletypewriters and compatible personal computers.

drwn by: GDJ  
revised: 12/06/90

Mail Date: SEPTEMBER 11, 2007  
Billing Number: 402-483-~~6004~~  
Account Number: 090 378 ~~6004~~

P O BOX 81309  
LINCOLN NE 68501-1309  
ADDRESS SERVICE REQUESTED

*Thank you for selecting  
Windstream  
as your communications  
partner!*

#####  
#BWNKDD  
#0903785281116# 000208 01 AV 0.312 0001  
ROBERT ~~68512-9417~~  
KATRINA LN  
LINCOLN NE 68512-9417

#####

For local billing inquiries  
please call

402-436-4477  
or 1-800-501-1754

MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M. (CST)  
SATURDAY AND SUNDAY CLOSED

See page 3 for your service providers.

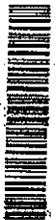
*If you are paying for  
multiple Windstream  
accounts with one  
check, please include  
the remittance slip for  
each account and note  
the account numbers  
on the memo line  
of your check.  
Thank you.*

**WINDSTREAM SERVICE AT-A-GLANCE**

Previous Bill \$ 106.21  
Payments/Adjustments thru 09/07 \$ 53.17 CR  
Amount Previously Due - DUE IMMEDIATELY \$ 53.04

**SUMMARY OF CURRENT CHARGES**

 LOCAL \$ 48.15  
 LONG DISTANCE \$ 4.54



Windstream now offers  
online billing at  
[www.windstream.com](http://www.windstream.com)  
Your PIN to  
register is:  
107735125

CURRENT CHARGES DUE OCTOBER 01, 2007 \$ 52.69

**TOTAL AMOUNT DUE** \$ 105.73

KEEP  
SEND

Please detach here and return with remittance.  
(Make checks payable to: WINDSTREAM NEBRASKA INC )

Yes! I am interested  
in Windstream Broadband.  
Please contact me.

windstream. 

~~#####~~  
KATRINA LN  
LINCOLN NE 68512-9417

Account Number 090 378 ~~#####~~  
Mailed Date SEPTEMBER 11, 2007  
Total Amount Due 105.73  
Due Date OCTOBER 01, 2007  
Amount Paid \$

150 402-483-~~#####~~

Check here for address change or comments.  
Please write on reverse side.

#####  
Windstream  
P O BOX 105521  
ATLANTA, GA 30348-5521  
#####

7000111000000000 ~~#####~~ 000010 ~~#####~~



Mail Date: SEPTEMBER 11, 2007  
 Billing Number: 402-483-~~0000~~  
 Account Number: 080 378-~~0000~~

**SERVICE PROVIDER(S)**

Your InterLATA long distance carrier(s) are\*:

WINDSTREAM COMMUNICATIONS 1-800-258-2777

Your IntraLATA long distance carrier(s) are\*:

WINDSTREAM COMMUNICATIONS 1-800-258-2777

Your Local carrier is\*:

Windstream 402-438-4477

\* If you have multiple telephone numbers, further information concerning long distance carrier assignments for those additional lines are on record with your local business office.

**SUMMARY OF PAYMENTS AND ADJUSTMENTS**

PAYMENTS	53.17 CR
<b>TOTAL PAYMENTS AND ADJUSTMENTS</b>	<b>53.17 CR</b>

**SUMMARY OF CURRENT CHARGES**

<b>TELEPHONE SERVICE</b>	
WINDSTREAM	48.15
WINDSTREAM COMMUNICATIONS	4.54
<b>TOTAL</b>	<b>52.69</b>
<b>CURRENT CHARGES DUE 10/01/07</b>	<b>52.69</b>

Non-payment of the Telephone charges shown above could result in disconnection of those services and may be subject to collection actions.

Non-payment of all other charges shown above could result in disconnection of those services and may be subject to collection actions.

03/07



**WINDSTREAM  
SUMMARY OF CURRENT CHARGES**

Service from 09/07/07 to 10/06/07  
 Toll charge inquiries call 1-800-258-2777

<b>TELEPHONE SERVICE</b>	
DUAL PARTY RELAY SURCHARGE	.05
LATE PAYMENT	.88
SERVICES AND PRODUCTS	28.45
PROTECTION PLUS PLAN	4.00
911 SERVICE	1.00
ACCESS CHARGE PER FCC ORDER	4.99
NE UNIVERSAL SERVICE	1.98
FEDERAL TAX	1.07
STATE TAX	1.97
CITY TAX	.54
CITY OCCUPATION TAX	1.87
FEDERAL UNIVERSAL SERVICE FEE	.59
<b>TOTAL TELEPHONE SERVICE</b>	<b>48.15</b>
<b>TOTAL WINDSTREAM CHARGES</b>	<b>48.15</b>

**DETAIL OF LOCAL SERVICE CHARGES**

The following detail itemizes your current billing as required by your state regulatory agency. These charges are reflected on your regular monthly bill. Taxes and projected monthly charges are not included.

Quantity	Service Description	Monthly Charges
<b>TELEPHONE SERVICE</b>		
1	DIME ALL THE TIME	1.95
1	DUAL PARTY RELAY SURCHARGE	.05
1	ENHANCED LOCAL CALLING AREA	.00
1	LOCAL NUMBER PORTABILITY SURCH	.00
1	PROTECTION PLUS PLAN-RES	4.00
1	ACCESS CHARGE PER FCC ORDER	4.99
1	WINDSTREAM CALLER ID PACKAGE	10.95
1	RESIDENTIAL LINE	17.50
1	EB11 LANCASTER COUNTY	1.00

**WINDSTREAM CUSTOMER MESSAGE**

Important information for Customers Paying by Check  
 Windstream may convert your payments by check to an electronic Automated Clearinghouse (ACH) debit transaction. The debit transaction will appear on your bank statement, although your check will not be presented to your financial institution or returned to you. This ACH debit transaction will not enroll you in any Windstream automatic debit process and will only occur each time a check is received. Any resubmissions due to insufficient funds may also occur electronically. Please be aware that all checking transactions will remain secure, and payment by check constitutes acceptance of these terms. We value your business and appreciate you selecting Windstream as your telecommunications provider.

A 1.5% late payment charge with a \$25 monthly maximum will be assessed on any past due balance shown on your bill.



**WINDSTREAM COMMUNICATIONS  
SUMMARY OF CURRENT CHARGES**

Toll charge inquiries call 1-800-258-2777

<b>TELEPHONE SERVICE</b>	
SERVICES AND PRODUCTS	1.85
LONG DISTANCE CHARGES	.20
NE UNIVERSAL SERVICE	.08
INTERSTATE SERVICE FEE	1.97
UNIVERSAL SERVICE FUND CHARGE	34
<b>TOTAL TELEPHONE SERVICE</b>	<b>4.54</b>
<b>TOTAL WINDSTREAM COMMUNICATIONS CHARGES</b>	<b>4.54</b>

**WINDSTREAM COMMUNICATIONS  
Direct Dialed Calls**

FOR (402) 483-~~0000~~

LINE	DATE	TIME	CITY CALLED	AREA	NUMBER	CL	RP	MIN	AMOUNT
1	08/07	0624P	MADISON/VL	KY	270	800	S E	1.0	.10
2	08/17	1211P	FLS CHURCH	VA	703	800	S D	1.0	.10

SUBTOTAL EXCLUDING TAX FOR (402) 483-6608 2.0 .20



**Appendix M:**  
**Selected Historical Statistics of Relay Calls and**  
**Call Volume**

**Appendix M - Telecommunications Relay Service  
Selected Historical Statistics (Session Minutes/CapTel Conversation Minutes)**

	Total Calls (1) (Outbound)	Ave Call Length (1) (Outbound)	Total Minutes Of Use	Interstate Minutes	Intrastate Minutes	CapTel Intrastate CM	Monthly Activity Cost					Srchrg Rate (\$)
							TRS Prg. Trad'1 (\$Amt.)	TRS Prg. CapTel (\$Amt.)	Total Program (\$Amt.)	Equip. CapTel (\$Amt.)	Total Equipment Program (\$)	
Jan-07	14,868	4.70	71,812.85	10,589.14	61,223.71	10,782.83	54,795.22	15,635.10	70,430.32	798.00	22,398.82	\$0.05
Feb-07	12,768	4.76	62,552.60	9,616.14	52,936.46	9,743.88	47,378.13	14,128.63	61,506.76	0.00	20,973.69	\$0.05
Mar-07	14,055	4.56	66,143.08	9,936.30	56,206.78	10,546.95	50,305.07	15,293.08	65,598.15	3192.00	16,208.40	\$0.05
Apr-07	12,554	4.68	60,961.82	8,819.66	52,142.16	9,805.17	46,667.23	14,217.50	60,884.73	798.00	2,971.40	\$0.05
May-07	13,690	4.41	62,705.22	10,216.04	52,489.18	11,269.96	46,977.82	16,341.44	63,319.26	0.00	28,059.93	\$0.05
Jun-07	12,116	4.31	54,172.11	8,723.32	45,448.79	9,804.75	40,676.67	14,216.89	54,893.56	3990.00	40,127.47	\$0.05
Jul-07	12,233	4.25	54,135.53	8,873.10	45,262.43	9,084.91	42,546.68	13,173.12	55,719.80	3192.00	32,597.75	\$0.05
Aug-07	13,045	4.32	58,903.91	10,040.52	48,863.39	10,397.83	45,931.59	15,076.85	61,008.44	399.00	13,795.00	\$0.05
Sep-07	11,681	4.37	52,931.32	8,409.01	44,522.31	9,225.15	41,850.97	13,376.47	55,227.44	798.00	33,421.67	\$0.05
Oct-07	12,505	4.37	56,737.14	8,426.01	48,311.13	10,344.26	45,412.46	14,999.18	60,411.64	1596.00	19,065.98	\$0.05
Nov-07	12,459	4.24	55,046.30	8,561.48	46,484.82	9,849.57	43,695.73	14,281.88	57,977.61	2793.00	25,373.07	\$0.05
Dec-07	12,705	4.54	59,970.08	9,479.62	50,490.46	11,909.64	47,461.03	17,268.98	64,730.01	863.00	19,342.35	\$0.05
Jan-08	12,712	4.41	57,932.47	9,275.96	48,656.51	12,309.71	45,737.12	17,849.08	63,586.20	1197.00	33,475.42	\$0.05
Feb-08	11,779	4.41	53,881.89	8,450.29	45,431.60	10,249.45	42,705.70	14,861.70	57,567.40	2793.00	17,907.71	\$0.05
Mar-08	11,178	4.20	48,894.17	7,096.86	41,797.31	8,381.61	39,289.47	12,153.33	51,442.80	2394.00	27,460.60	\$0.05
Apr-08	10,628	4.34	48,142.02	7,845.73	40,296.29	8,064.50	37,878.51	11,693.53	49,572.04	1197.00	17,804.38	\$0.05
May-08	9,716	4.28	43,483.53	6,707.81	36,775.72	9,289.03	34,569.18	13,469.09	48,038.27	1197.00	31,177.99	\$0.05
Jun-08	9,474	4.31	42,828.42	6,596.98	36,231.44	9,300.98	34,057.55	13,486.42	47,543.97	3192.00	33,208.92	\$0.05
Jul-08	9,781	4.35	44,702.78	6,495.79	38,206.99	10,257.37	35,914.57	14,873.19	50,787.76	399.00	35,613.47	\$0.04
Aug-08	8,289	4.40	38,068.38	6,307.23	31,761.15	8,768.86	29,855.48	12,714.85	42,570.33	399.00	17,038.62	\$0.04
Sep-08	8,596	4.64	41,625.30	7,556.42	34,068.88	8,861.81	32,024.75	12,849.62	44,874.37	399.00	15,598.00	\$0.04
Oct-08	9,037	4.58	43,312.91	7,005.82	36,307.09	11,024.17	34,128.66	15,985.05	50,113.71	399.00	21,099.66	\$0.04
Nov-08	7,522	4.54	35,700.45	5,873.87	29,826.58	11,580.99	28,036.99	16,792.44	44,829.43	1596.00	25,166.45	\$0.04
Dec-08	7,844	4.61	37,762.81	6,202.65	31,560.16	12,703.84	29,666.55	18,420.57	48,087.12	798.00	12,399.78	\$0.04
Jan-09	8,096	4.79	40,340.97	6,357.76	33,983.21	14,183.40	31,944.22	20,565.93	52,510.15	798.00	32,269.12	\$0.04
Feb-09	6,860	4.56	32,691.48	5,134.33	27,557.15	12,822.12	25,903.72	18,592.07	44,495.79	798.00	20,794.73	\$0.04
Mar-09	7,642	4.60	36,560.77	5,926.49	30,634.28	14,862.17	28,796.22	21,550.15	50,346.37	1262.00	18,501.52	\$0.04
Apr-09	7,077	4.76	35,191.16	6,173.33	29,017.83	13,300.99	27,276.76	19,286.44	46,563.20	3192.00	32,068.22	\$0.04
May-09	7,313	4.53	34,715.20	6,814.11	27,901.09	14,100.34	26,227.02	20,445.49	46,672.51	3591.00	24,313.39	\$0.04
Jun-09	6,608	4.46	31,033.79	5,256.87	25,776.92	15,837.58	24,230.30	22,964.49	47,194.79	2394.00	28,536.48	\$0.04
Jul-09	7,080	4.44	33,552.72	5,022.57	28,530.15	14,681.08	31,953.76	26,279.13	58,232.89	0.00	10,076.42	\$0.03
Aug-09	6,474	4.38	30,198.45	4,138.29	26,060.17	16,318.66	29,187.39	29,210.40	58,397.79	5187.00	37,866.62	\$0.03

**Appendix M - Telecommunications Relay Service  
Selected Historical Statistics (Session Minutes/CapTel Conversation Minutes)**

	Total Calls (1) (Outbound)	Ave Call Length (1) (Outbound)	Total Minutes Of Use	Interstate Minutes	Intrastate Minutes	CapTel Intrastate CM	Monthly Activity Cost					Srchrg Rate (\$)
							TRS Prg. Trad'1 (\$Amt.)	TRS Prg. CapTel (\$Amt.)	Total Program (\$Amt.)	Equip. CapTel (\$Amt.)	Total Equipment Program (\$)	
Sep-09	6,185	4.48	29,697.12	4,100.58	25,596.55	14,173.87	28,668.14	25,371.23	54,039.37	1596.00	31,982.99	\$0.03
Oct-09	6,349	4.91	33,469.73	4,624.67	28,845.06	20,147.46	32,306.46	36,063.95	68,370.41	1596.00	20,638.03	\$0.03
Nov-09	5,428	4.64	26,903.32	3,889.44	23,013.88	20,141.17	25,775.55	36,052.69	61,828.24	4282.00	20,968.74	\$0.03
Dec-09	6,971	4.54	33,526.59	4,585.02	28,941.57	24,749.83	32,414.56	44,302.20	76,716.76	2920.00	23,465.70	\$0.03
Jan-10	5,664	4.69	28,333.40	3,113.34	25,220.06	21,831.36	28,246.47	39,078.13	67,324.60	13445.00	41,997.64	\$0.03
Feb-10	5,408	4.70	26,965.22	2,965.37	23,999.85	17,983.24	26,879.83	32,190.00	59,069.83	4278.50	15,798.69	\$0.03
Mar-10	5,564	5.13	30,620.82	3,657.34	26,963.47	18,410.58	30,199.09	32,954.94	63,154.03	8560.00	40,328.58	\$0.03
Apr-10	5,795	5.38	32,929.33	3,665.25	29,262.09	17,647.91	32,773.54	31,589.76	64,363.30	6110.00	41,328.54	\$0.03
May-10	5,776	5.35	32,726.65	3,366.37	29,360.29	17,099.75	32,883.52	30,608.55	63,492.07	3660.00	23,048.24	\$0.03
Jun-10	5,234	5.10	28,594.90	2,692.81	25,902.09	19,251.08	29,010.34	34,459.43	63,469.77	2220.00	13,210.56	\$0.03
Jul-10	5,782	4.75	29,243.73	2,686.35	26,557.38	18,610.24	29,744.27	33,312.33	63,056.60	390.00	13,354.17	\$0.05
Aug-10	5,313	4.76	26,985.70	2,608.07	24,377.63	18,227.57	27,302.95	32,627.35	59,930.30	3230.00	17,586.05	\$0.05
Sep-10	4,895	4.74	24,776.12	2,676.98	22,099.14	17,195.96	24,751.04	30,780.77	55,531.81	2650.00	29,502.28	\$0.05
Oct-10	4,793	5.32	26,843.52	2,360.64	24,482.87	17,906.09	27,420.81	32,051.90	59,472.71	1400.00	15,222.65	\$0.05
Nov-10	4,849	5.42	27,813.03	2,836.30	24,976.73	16,656.48	27,973.94	29,815.10	57,789.04	5450.00	21,366.31	\$0.05
Dec-10	4,616	5.51	26,863.85	2,409.42	24,454.43	16,901.43	27,388.96	30,253.56	57,642.52	780.00	14,500.82	\$0.05
Jan-11	4,871	5.91	30,432.58	2,691.95	27,740.63	18,038.50	31,069.52	32,288.92	63,358.44	2880.00	18,861.52	\$0.05
Feb-11	4,128	5.12	22,505.19	2,553.45	19,951.74	15,727.87	22,345.95	28,152.89	50,498.84	2715.00	28,558.23	\$0.05
Mar-11	3,834	5.78	23,514.42	2,264.45	21,249.97	18,760.50	23,799.97	33,581.30	57,381.27	198.00	11,086.12	\$0.05
Apr-11	3,587	5.33	20,564.97	1,743.32	18,821.66	19,230.65	21,080.26	34,422.86	55,503.12	792.00	28,382.00	\$0.05
May-11	3,652	5.54	21,788.65	1,873.55	19,915.10	22,218.98	22,304.91	39,771.97	62,076.88	891.00	18,254.73	\$0.05
Jun-11	3,388	5.03	18,595.90	1,386.40	17,209.50	23,656.31	19,274.64	42,344.79	61,619.43	891.00	19,165.47	\$0.05
Jul-11	3,355	5.43	19,671.38	1,862.63	17,808.76	23,258.38	19,945.81	41,632.50	61,578.31	2772.00	23,780.06	\$0.05
Aug-11	3,725	4.96	20,163.07	2,183.06	17,980.01	23,927.87	20,137.60	42,830.89	62,968.49	990.00	24,026.35	\$0.05
Sep-11	3,938	4.98	20,957.42	2,201.67	18,755.75	21,248.78	21,006.42	38,035.32	59,041.74	792.00	14,599.12	\$0.05
Oct-11	3,405	5.01	18,404.77	1,825.74	16,579.03	22,626.38	18,568.51	40,501.22	59,069.73	1089.00	21,154.55	\$0.05
Nov-11	3,446	4.81	17,672.25	1,427.61	16,244.64	21,776.02	18,194.00	38,979.08	57,173.08	693.00	15,488.52	\$0.05
Dec-11	3,236	4.99	15,983.95	1,495.58	15,983.95	24,793.84	17,902.02	44,380.97	62,282.99	396.00	19,578.42	\$0.05
Jan-12	3,449	4.84	17,897.80	1,696.69	16,201.11	24,521.15	18,145.24	43,892.86	62,038.10	495.00	11,275.06	\$0.05
Feb-12	2,938	5.15	16,235.44	1,766.29	14,469.15	24,231.45	16,205.45	43,374.30	59,579.75	297.00	12,706.55	\$0.05
Mar-12	2,642	4.93	14,205.14	1,272.53	12,932.61	24,846.63	14,484.52	44,475.47	58,959.99	396.00	13,266.46	\$0.05
Apr-12	2,626	4.84	13,809.10	1,307.21	12,501.89	22,988.49	14,002.12	41,149.40	55,151.52	990.00	42,033.25	\$0.05

**Appendix M - Telecommunications Relay Service  
Selected Historical Statistics (Session Minutes/CapTel Conversation Minutes)**

	Total Calls (1) (Outbound)	Ave Call Length (1) (Outbound)	Total Minutes Of Use	Interstate Minutes	Intrastate Minutes	CapTel Intrastate CM	Monthly Activity Cost					Srcharg Rate (\$)
							TRS Prg. Trad'1 (\$Amt.)	TRS Prg. CapTel (\$Amt.)	Total Program (\$Amt.)	Equip. CapTel (\$Amt.)	Total Equipment Program (\$)	
May-12	2,655	5.19	14,921.51	1,544.41	13,377.10	24,252.63	14,982.35	43,412.21	58,394.56	297.00	24,626.18	\$0.05
Jun-12	2,656	4.89	14,172.40	1,729.55	12,443.15	23,507.19	13,936.33	42,077.87	56,014.20	297.00	14,076.64	\$0.05

**Appendix N:**

**.....Copy of TRS RFP with Attachments and Contract**

Todd's Copy

COPY

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

CONTRACT NUMBER  
38845 04

PAGE 1 OF 1	ORDER DATE 05/28/09
BUSINESS UNIT 14006400	BUYER TODD DLOUHY
VENDOR NUMBER: 5119264	
VENDOR ADDRESS: SPRINT COMMUNICATIONS COMPANY, LP DBA SPRINT 2001 EDMUND HALLEY DR RESTON VA 20191-3436	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JULY 01, 2009 THROUGH JUNE 30, 2014**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2742 Z1

Contract to provide Telecommunications Relay Services to the State of Nebraska, for a period effective July 1, 2009 through June 30, 2014 with the option to renew in two (2) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

CONTACT: Bill White, Vice President, Federal Programs  
PHONE: 703-689-6500  
FAX: 703-689-7707

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	Contractual Relay Service	1750000	M	1,1200	1,960,000.00
2	CapTel Service	797000	M	1,7900	1,426,630.00
3	Media Awareness Campaign	150000	EA	1,0000	150,000.00
<b>Total Order</b>					<b>3,536,630.00</b>

  
BUYER  
MATERIEL ADMINISTRATOR

## ADDENDUM 1

### CONTRACT 38845 O4 RFP 2742Z1

The Parties to Contract 38845 O4, which Contract has resulted from RFP 2742Z1, hereby amend the Contract by incorporating into the RFP document the following mutually agreed-upon clarifications and amendments:

1. **SECTION III.A GENERAL** – The following clarification shall be adopted:  
Regarding the last sentence in Section A, Sprint has read, understands and will comply with the last sentence of this requirement, subject to the terms and conditions of RFP Section III.PP, as modified by Sprint's proposed language and the State's response to Sprint's proposal.
2. **SECTION III.B AWARD** shall be amended to include the following:  
Sprint has read, understands and will comply with the exception that this section is overly-broad and Sprint respectfully requests the State to limit the requirement to only Sprint's TRS clients. Sprint is a publicly traded company and is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors. Sprint contracts may prohibit or restrict disclosure of Sprint's relationship with certain customer and may prohibit or restrict contacts and visits by third parties. The State may contact any of Sprint's TRS customers for reference. Furthermore, any in person visit by the State to such a TRS reference client must be coordinated between the State and the reference client, and is subject to the prior approval and authorization of such reference client.
3. **SECTION III.E (1) OWNERSHIP OF INFORMATION AND DATA** shall be amended to include the following:
  - (1) Sprint has read, understands and will comply with the first sentence of this requirement, subject to the terms and conditions of RFP Section III.PP, as modified by Sprint's proposed language and the State's response to Sprint's proposal.
4. **SECTION III.E (2)** – The following clarification shall be adopted:
  - (2) The State's rights in the products and services provided under this contract shall be for purposes of the State's internal business only (which includes use by third parties doing business with the State, to the extent contemplated in the RFP). All other intellectual property rights in the products and services remain in and/or are assigned to Sprint. Where software is provided with a product or service, the State is granted a non exclusive and non transferable license or sublicense to use the software, including any related documentation, solely to enable the State to use the products and services in accordance with the applicable licensing requirements. The parties shall cooperate with each other and execute such documents as may be deemed reasonably necessary to achieve the objectives of this provision. In no event shall Sprint be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the products and services provided under this contract. In addition, Sprint shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business practices that are used in the course of providing the products and services to the State.
5. **SECTION III.F.1.b INSURANCE REQUIREMENTS** the following exception shall be adopted:
  - (1) Sprint has read, understands and will comply with these requirements with the exception of the requirement to carry USL&H coverage. This "longshoreman" coverage only applies if working near navigable water, which is not the situation under the RFP and Sprint's proposal.

**6. SECTION III.F.3.b INSURANCE REQUIREMENTS** the following exception shall be adopted:

That Sprints coverage will not include Medical Payments of \$5,000 for any one person because Sprint's Commercial General Liability policy covers medical payments up to \$2,000,000 per occurrence. The Medical Payments option is similar to no-fault auto insurance – it allows someone to get treatment and charge it to the Medical Payments portion of the claim without having to prove that Sprint is at fault.

**7. SECTION III.F.4 INSURANCE REQUIREMENTS** the last paragraph shall be amended to read as follows:

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new Certificate of Insurance shall be submitted before the cancellation date to ensure no break in coverage.

**8. SECTION III.G COOPERATION WITH OTHER CONTRACTORS** – The following clarification shall be adopted:

Sprint agrees to use commercially reasonable efforts to cooperate with other contractors and shall not knowingly commit or permit any act which may wrongfully interfere with the performance of work by any other Contractor; provided that such other Contractor is performing its work in accordance with all applicable laws and regulations.

**9. SECTION III.J CONTRACTOR PERSONNEL** – The following clarification shall be adopted:

Sprint respectfully takes exception to the second paragraph of this section. Such a requirement may conflict with Sprint's operation as an independent contractor, and may violate labor, employment and anti-discrimination laws. Sprint is committed to customer satisfaction and recognizes the importance of reliable, qualified and experienced account teams servicing its customers. Sprint uses good faith efforts to ensure that its account team meets such high standards. Sprint will make commercially reasonable efforts to consider the concerns of the State in Sprint's decisions regarding personnel and replacement personnel on the project. The qualifications of replacement personnel shall be at least equal to the replaced personnel. Sprint agrees to promptly notify the State in the event of any change in key personnel, or change in the address or phone number of key personnel.

Sprint also respectfully takes exception to the requirement in the third paragraph that the State may require the Contractor to reassign or remove from the project any Contractor or subcontractor employee. Such a requirement may conflict with Sprint's, and its subcontractors, operation as an independent contractor, and may violate labor, employment and anti-discrimination laws. Sprint is committed to customer satisfaction and recognizes the importance of reliable, qualified and experienced account teams servicing its customers. Sprint uses good faith efforts to ensure that its account team meets such high standards. Sprint will make commercially reasonable efforts to consider the concerns of the State in Sprint's decisions regarding personnel and replacement personnel on the project. The qualifications of replacement personnel shall be at least equal to the replaced personnel.

**10. SECTION III.J CONTRACTOR PERSONNEL** the last paragraph shall be amended to read as follows:

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new Certificate of Insurance shall be submitted before the cancellation date to ensure no break in coverage.

**11. SECTION III.K STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION** shall be amended to read as follows:

The Contractor shall not, at any time during the term of the Contract, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**12. SECTION III.L CONFLICT OF INTEREST** shall be amended to read as follows:

To the best of Sprint's actual knowledge: (i) no director, officer or employee of Sprint is a public official or public employee of the State or any of its agencies; (ii) no public officials/public employees (or their family members) of the State or any of its agencies will directly or indirectly benefit from the proposed transaction except to the extent such public officials/public employees (or their family members) are shareholders of Sprint, in which case they would only benefit to the extent that any shareholder of Sprint would benefit directly or indirectly (if at all) from the transaction; and (iii) Sprint is not aware of any existing or potential conflict of interest. However, Sprint is a publicly traded company with approximately 55,000 employees, and Sprint has no mechanism to track whether any public officials/public employees (or their family members) are shareholders of Sprint or whether any Sprint director, officer or employee has family relationship with public officials or public employees of the State. Ownership of Sprint's publicly traded stock changes daily, and, therefore, it is not commercially feasible to ascertain the ownership percentage of individual owners.

**13. SECTION III.Q ASSIGNMENT BY THE CONTRACTOR** shall be amended to read as follows:

The Contractor may not assign the Contract or any rights or obligations under the Contract without prior written consent of the State, except that Contractor may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to the State. "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with Contractor. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

**14. SECTION III.T ATTORNEY'S FEES** shall be amended to read as follows:

To the extent permitted by law, the prevailing party in any litigation, appeal or other legal action to enforce any provisions of the Contract shall be entitled to all expenses, including attorney's fees and costs, as set by the hearing officer or court.

**15. SECTION III.W SITE RULES AND REGULATIONS** shall be amended to read as follows:

The Contractor shall use its commercially reasonable efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**16. SECTION III.X NOTIFICATION** shall be amended to exclude facsimile and e-mail as forms of notification.

**17. SECTION III.AA BREACH BY CONTRACTOR** shall be amended to read as follows:

The State may terminate the Contract, in whole or in part, if the Contractor fails to perform its obligations under the Contract in a timely and proper manner. The State shall, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of Contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. In case of default of the Contractor which is not

cured within 30 days (or such longer period granted by the State, if applicable) of Contractor's receipt of notice, the State may Contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**18. SECTION III.CC.1 PENALTY** only as applicable to CapTel services shall be amended to read as follows:

Failure to meet eighty-five percent (85%) of all calls answered by the relay center within ten (10) seconds; measured daily – Penalty \$350.00 per day;

**19. SECTION III.CC.2 PENALTY** only as applicable to CapTel services shall be amended to read as follows:

Failure to meet eighty-five percent (85%) of all calls answered by the relay center within ten (10) seconds; measured monthly – Penalty \$750.00 per month;

**20. SECTION III.CC.3 PENALTY** shall be amended to read as follows:

Failure to meet the Primary Call Center requirement that eighty-five percent (85%) of all Nebraska's relay traffic be processed within one primary call center; measured monthly – Penalty \$1,000 per month. Captel services may be removed from this calculation to the extent those services are being handled through a separate center.

**21. SECTION III.GG PAYMENT** the following clarification shall be adopted:

Disputed Charges. If the State disputes a charge in good faith, the State may withhold payment of that charge if the State makes timely payment of all undisputed charges and, within 45 days of the due date, provides the Contractor with a written explanation of the State's reasons for disputing the charge. The State must cooperate with the Contractor to promptly resolve any disputed charge. If the Contractor determines, in good faith, that the disputed charge is valid, the Contractor will notify the State and the State must pay the charge promptly or invoke the dispute resolution process in this Contract. If the Contractor determines in good faith that the disputed charge is invalid, the Contractor will credit the State for the invalid charge

**22. SECTION III.KK INSPECTION AND APPROVAL** - The following clarification shall be adopted:

Sprint has read, understands and will comply with this Section as it relates to Sprint's specified "Primary Call Center" located in Moorhead, MN.

For facilities and premises other than the Sprint's specified "Primary Call Center" located in Moorhead, MN, Sprint has read, understands and will comply with this Section, subject to the following:

Sprint and its subcontractors own and/or operate various facilities at numerous locations nationwide to provide telecommunications services throughout the United States. Therefore, it is unclear to Sprint what facilities the State contemplates inspecting pursuant to this provision. Accordingly, Sprint and its subcontractors shall comply by making its facilities available for inspection at reasonable times in the ordinary course of business subject to the following: (a) the State shall identify the facilities that may be subject to inspection under the contract; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to Sprint's performance of this contract; (c) the State shall provide reasonable prior written notice of any inspections; and (d) Sprint and its subcontractors reserve the right to pre-approve and require any designees or representatives who are not employees of the State to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.

Regarding inspections of CTI/CapTel's facilities, authorized representatives of the State of Nebraska may, upon adequate advance notice (which shall not be less than 10 working days) and solely at their own expense, visit the Milwaukee or the Madison CTI CapTel Service Centers and during such visit may, in accordance with CTI's policies and accompanied by CTI management personnel, inspect, monitor or otherwise evaluate the CapTel Service being supplied only to Nebraska users. All inspections and evaluations shall be at reasonable times and conducted in a manner that will not unreasonably delay or interfere with CTI's operations.

**23. SECTION III.MM LIMITATION OF LIABILITY**, provided that the Contractor be advised that the State of Nebraska asserts, pursuant to its Constitution, Art. XIII, Sec. 3, that a contractor doing business with the State of Nebraska may not limit its liability and such clause or provision is void, shall be amended as follows:

(a) Direct Damages. Each party's maximum liability for damages caused by its failure to perform its obligations under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to the State's total net payments for the affected products and services purchased in the 12 months prior to the event giving rise to the claim. The State's payment obligations and the Contractor's indemnification obligations under this Agreement are excluded from this provision.

(b) Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

**24. SECTION III.PP PROPRIETARY INFORMATION** - The following clarification shall be adopted:

Sprint's proposal may contain information marked as "Sprint Proprietary and Confidential Information." Such Confidential Information may include, but is not limited to, products, materials, tools, and methodologies that are proprietary to Sprint. Such Confidential Information may constitute "trade secrets" within the meaning of the applicable law. State shall protect such Confidential Information to the fullest extent possible pursuant to such applicable law. State shall use such Confidential Information only for the evaluation of Sprint's proposal and for no other purpose. Sprint understands that State must and shall in good faith comply with Nebraska's Public Records law.

**25. SECTION III.RR PRICES** - The following clarification shall be adopted:

Sprint respectfully takes exception to this provision to the extent it requires Sprint to provide "Most Favored Customer" pricing. Sprint recognizes the State's buying power and strives to provide the most competitive pricing available. However, offering true most favored customer pricing presents several challenges for Sprint: (i) as a common carrier, Sprint is prohibited by law from unreasonably discriminating between similarly situated customers; (ii) offering such pricing may trigger provisions in other Sprint agreements compelling Sprint to provide credits or rebates to other customers or categories of customers, which may not be commercially feasible, thereby placing Sprint in breach or default; and (iii) providing most favored customer pricing is against Sprint corporate policy. Sprint will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Sprint charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.

**26. SECTION III.UU INDEMNIFICATION 1. GENERAL** shall be amended to read as follows:

- (a) **Personal Injury, Death or Damage to Personal Property.** The Contractor will indemnify and defend the State, its employees, agents, elected and appointed officials and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Contract and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the Contractor or its subcontractors, directors, officers, employees or authorized agents.
- (b) **Rights of Indemnified Party.** To be indemnified, the State must (A) give the Contractor prompt written notice of the claim, (B) give the Contractor authority, information and assistance for the claim's defense and settlement, subject to the State's rights set forth in this paragraph, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice the Contractor's ability to satisfactorily defend or settle the claim. The State will cooperate with the Contractor in the defense and settlement of the claim and the Contractor will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel; provided, however, that the State may at any time, upon written notice to Contractor, assume its own defense with exclusive authority to settle any claim made solely against it. Each party will bear its own related expenses.

**27. SECTION III.UU INDEMNIFICATION 2. INTELLECTUAL PROPERTY** shall be amended to read as follows:

- (a) **Intellectual Property.** The Contractor will defend and pay all court awarded damages for claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. The Contractor's obligations under this Section do not apply to the extent that the alleged or actual infringement or violation is directly caused by the State, the State's continued use of infringing Services after the Contractor provides reasonable notice to the State of the infringement, or the State's use of the Services in a manner that causes the State and the Contractor to come into competition for third parties seeking to purchase Services. For any third party claim that the Contractor receives, or to minimize the potential for a claim, the Contractor may, at its sole option and expense, either procure the right for the State to continue using the Services; replace or modify the Services with comparable Services, or terminate the Services.
- (b) **Rights of Indemnified Party.** To be indemnified, the State must (A) give the Contractor prompt written notice of the claim, (B) give the Contractor authority, information and assistance for the claim's defense and settlement, subject to the State's rights set forth in this paragraph, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice the Contractor's ability to satisfactorily defend or settle the claim. The State will cooperate with the Contractor in the defense and settlement of the claim and the Contractor will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel; provided, however, that the State may at any time, upon written notice to Contractor, assume its own defense with exclusive authority to settle any claim made solely against it. Each party will bear its own related expenses.

**28. SECTION III.UU INDEMNIFICATION 3. JUDGEMENT** to the extent it applies to Captioned Telephone (aka CapTel) services and requests shall be amended to have the following language be inserted at the end of the Section.

Notwithstanding anything in this Section 3/Judgment to the contrary, for CapTel or Captioned Telephone services only, the Contractor may, at its sole option, terminate the CapTel/Captioned Telephone Services upon not less than thirty (30) days notice without further liability to the State if a judgment or settlement is obtained or reasonably

anticipated against the State's use of any Intellectual Property for which the Contractor has indemnified the State, and the Contractor reasonably determines that it is not commercially feasible to: (i) acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or (ii) provide the State with a non-infringing substitute that provides the State the same functionality.

**29. SECTION III.VV NEBRASKA TECHNOLOGY ACCESS STANDARDS** - The following clarification shall be adopted:

Sprint is committed to providing accessible relay services for our customers, including customers with all types of disabilities. We demonstrate this commitment by working with our subcontractors and vendors to offer relay services that incorporate easy-to-use features based on the needs of users. Sprint also works with consumer groups representing people with disabilities to identify features that enhance telecommunication accessibility.

Sprint anticipates requesting waivers for non-compliance with certain NITC standards due to the inherent nature and goals of relay services. Each type of relay service offered by Sprint is not accessible to persons with all types of disabilities. For example, the landline CapTel telephone features a display for captions that is not easily accessible for users with limited sight. This is true of all providers of CapTel. To combat this limitation, Sprint has developed an internet form of CapTel, called Web CapTel, in which the user can increase the font size in order to more easily view the captions.

Sprint agrees to reasonably cooperate in good faith with the applicable State agencies in filing all necessary "Request for Waiver" documentation pursuant NITC 1-103.

**30. SECTION III.WW ANTITRUST** - The following clarification shall be adopted:

Sprint has read, understands and will comply with this provision, subject to the clarification that Sprint will assign such causes of action to the State to the extent the State can demonstrate that it has either (1) paid monies not otherwise due, or (2) received less compensation than it would otherwise have been entitled to receive as a result of violations of federal or state antitrust laws.

**Sprint Communications Company, L.P.**

By: Rita J. Fister

Name: Rita J. Fister

Title: Director, Contract Management

Date: 5-12-2009

**The State**

By: Steve Sulek

Name: Steve Sulek

Title: Acting Materiel Administrator

Date: 5/29/2009

Sprint — Approved as to Legal Form
KAC — 12 May 2009

**State of Nebraska (State Purchasing Bureau)  
 REQUEST FOR PROPOSAL  
 FOR CONTRACTUAL SERVICES FORM**

RETURN TO:  
 State Purchasing Bureau  
 301 Centennial Mall South, 1st Fl  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Phone: 402-471-2401  
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 2742Z1</b>	<b>December 5, 2008</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>February 9, 2009 2:00 p.m. Central Time</b>	<b>Todd Dlouhy</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services, Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 2742Z1 for the purpose of selecting a qualified contractor to provide Telecommunications Relay Services.

Written questions are due no later than December 31, 2008, and should be submitted via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) Original and seven (7) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the Original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. NO late proposals will be accepted. NO electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://www.das.state.ne.us/materiel/purchasing/>

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that they maintain a drug free work place environment.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something added or to be added.

**Agency:** Any State agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

**Agent:** A person authorized by a superior or organization to act on their behalf.

**Amend:** To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. If the contract is written, it can be amended only in writing.

**Amendment:** Written correction or alteration.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid:** The executed document submitted by a bidder in response to a Request for Proposal.

**Bid Bond:** A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract and is retained by the State from the date of the bid opening to the date of contract signing.

**Bidder:** Any person or entity submitting a competitive bid in response to a solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Calendar Day:** Every day shown on the calendar, Saturdays, Sundays and holidays included.

**Collusion:** A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

**Competition:** The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska

Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

**Contract:** An agreement between two or more persons to perform a specific act or acts.

**Contractor:** Any person or entity that supplies goods and/or services.

**Contract For Services:** Any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

**Conversion Period:** A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

**Copyright:** A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the Contract.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Evaluation Committee:** A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

**Evaluation of Proposal:** The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

**Extension:** A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

**Foreign Corporation:** A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

**Installation Date:** The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

**Late Proposal:** A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

**Licensed Software:** Any and all software and documentation by which the State acquires or is granted any rights under the Contract.

**Mandatory:** Required, compulsory or obligatory.

**Module:** A collection of routines and data structures that perform a specific function of the Licensed Software.

**Must:** Required, compulsory or obligatory.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the Contractor's CPU's or any mix thereof.

**Outsourcing Company:** A company that provides Outsourcing Services under Contract to the State.

**Performance Bond:** A bond given by a surety on behalf of the Contractor to ensure the timely performance of a Contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

**Product:** A module, a system, or any other software-related item provided by the Contractor to the State.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the Contract for use by the State.

**Project:** The total of all software, documentation, and services to be provided by the Contractor under this Contract.

**Proposal:** The executed document submitted by a bidder in response to a Request for Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Protest:** A complaint about a governmental action or decision related to a Request for Proposal or the resultant Contract, brought by a prospective bidder, a bidder, a Contractor, or other interested party to Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Representative:** Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

**Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

**Shall:** Denotes the imperative, required, compulsory or obligatory.

**Solicitation:** The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

**Specifications:** The information provided by or on behalf of the Contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the Contractor, including the documentation and User's Manuals described herein.

**System:** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning as an entity.

**Termination:** Occurs when either party pursuant to a power created by agreement or law puts an end to the Contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trademark:** A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

**Upgrade:** Any improvement or change in the Software that improves or alters its basic function.

**Vendor:** An actual or potential Contractor; a Contractor.

**Will:** Denotes the imperative, required, compulsory or obligatory.

## TELECOMMUNICATIONS RELAY SERVICE DEFINITIONS/ACRONYMS

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

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

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

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

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

**Automatic Number Identification (ANI):** Required to determine jurisdiction for traffic determination and caller profiles.

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

**Billable Minutes (Conversation Minutes Basis):** Defined as the time period the relay originator is connected to the called party's number until the moment two parties disconnect. This includes answering machine, or voice menu. Billable Conversation

Minutes do not include the time in queue (call is ringing, waiting for the call to connect to the other phone number), call set-up, call wrap-up, or calls that have reached numbers that are busy or received no answer.

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

#### **Call Detail Record (CDR).**

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

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

**Call Set-Up:** Defined as the time period when a CA connects to an incoming relay call to the moment the relay call is connected to the called party. This includes the preparation process (dialing, ringing, and status report). Once caller and called party are connected, this ends the call set-up.

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

**Captioned Telephone (CapTel):** An enhanced form of VCO that utilizes a Captioned Telephone unit or computer. The person with the hearing disability is able to speak directly to the other end user. The CA re-voices (repeats) each spoken word by the other end user and text is displayed on the Captioned Telephone unit or computer screen by utilizing voice-recognition technology.

**Carrier:** Any common carrier engaged in interstate communication by wire or radio as defined in section 3(h) of the Communications Act of 1934, as amended (the Act), and any common carrier engaged in intrastate communication by wire or radio, notwithstanding sections 2(b) and 221(b) of the Act.

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

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

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

**Conversation Minutes or Time:** See “Billable Minutes (Conversation Minutes Basis).”

#### **Federal Communications Commission (FCC)**

**General Assistance Calls:** The category of incoming calls not associated with an outgoing call attempt. Even though an incoming call may reach the relay center, no associated outbound call attempt may be made because such reasons as, but not limited to: either the CA or the calling party cannot hear or read the other because of technical problems, the calling party may only be seeking information from the CA about relay or some other topic, calling party may have misdialed and have not intended to call TRS at all, calling party may have forgotten the number of the party he or she wishes to reach, etc.

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

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

**Internet Protocol Captioned Telephone Service (IP CTS):** IP CTS is a form of captioned telephone service where the connection carrying the captions between the relay provider and the user is via the Internet, rather than the PSTN.

**Internet Protocol relay (IP Relay):** IP Relay is a text-based form of TRS that uses the Internet, rather than the Public Switched Telephone Network, for the communication link of the call between the relay user and the CA.

**Internet Protocol Speech-to-Speech (IP STS):** IP STS allows persons with speech disabilities to use a computer or PDA (Personal Digital Assistant) connected to the Internet, rather than a standard telephone connected to the PSTN, to initiate a call and speak with the CA.

**Interstate:** Crossing state lines, or between states.

**Intrastate:** Within the boundaries of a state.

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

**National Association of the Deaf (NAD):** See [www.nad.org](http://www.nad.org). Levels IV and V regarding Video Relay Interpreting are certified levels of competence.

**National Council on Interpreting (NCI):** See [www.rid.org](http://www.rid.org).

**National Exchange Carrier Association (NECA):** The agency currently responsible for the administration of funding interstate telecommunications relay services.

**National Interpreter Certification (NIC):** See [www.rid.org](http://www.rid.org).

**Nebraska Commission for the Deaf and Hard of Hearing (NCDHH).**

**Nebraska Public Service Commission (NPSC).**

**Nebraska Telecommunications Relay Service (NTRS).**

**Non-English Language Relay Service:** A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other than English to communicate with voice telephone users in a shared language other than English, through a CA who is fluent in that language. At present the Nebraska relay service provides this service in Spanish.

**Numbering Plan Area, i.e., Area Code (NPA):** Any of the 215 geographical divisions of the United States, Canada, Bermuda, the Caribbean, Northwestern Mexico, Alaska and Hawaii within which no two telephones will have the same seven-digit telephone number. Each numbering plan area could have the same number of telephones (up to 8 million), and each has been assigned a distinctive three-digit “area code.”

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

**Prefix-line number (NXX).**

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

**Public Service Commission (PSC):** See NPSC

**Public Switched Telephone Network (PSTN):** The ordinary dial-up telephone system. A phrase often used when referring to data or other non telephone services carried over a path initially established using normal telephone signaling and ordinary switched long distance telephone circuits.

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

**Registry of Interpreters for the Deaf (RID):** See [www.rid.org](http://www.rid.org).

**Session Minutes or Time:** See “Billable Minutes (Session Minutes Basis).”

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

**Speed of Answer:** The time required for an inbound call to be answered by a CA ready to service relative to the initial incoming signal receipt at the providers call equipment.

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

**Telecommunications Relay Service (TRS):** Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, as well as non-English relay services, Speech-to-Speech services (STS), and Video Relay Services (VRS). TRS also includes IP Relay, whereby a user may connect to a TRS facility via a computer (or other similar device) through the Internet. TRS supersedes the terms “dual party relay system,” “message relay services,” and “TDD Relay.”

**Telecommunications Service Priority (TSP):** The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

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

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

**Traditional Relay Services:** Telecommunications Relay Services other than IP (“Internet Protocol”) enabled services. Current IP-enabled services include IP Relay, Video Relay Services, IP CTS and IP STS.

**TurboCode™:** Enhanced baudot transmissions speed up to 110 words per minute. This service will enable TRS TTY TurboCode™-equipped callers the ability to utilize the interrupt feature during transmission.

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

**Video Relay Service (VRS):** A telecommunications relay service that allows people with hearing or speech disabilities who use sign language to communicate with voice telephone users through video equipment. The video link allows the CA to view and interpret the party’s signed conversation and relay the conversation back and forth with a voice caller. VRS presently requires a broadband Internet connection.

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

**Words Per Minute (WPM)**

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 2742Z1 for the purpose of selecting a qualified Contractor to provide Telecommunications Relay Services.

A Contract resulting from this Request for Proposal will be issued for a period of five (5) years effective July 1, 2009 through June 30, 2014 with the option to renew for two (2) additional two (2) year periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:** <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

**A. SCHEDULE OF EVENTS**

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

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	December 5, 2008
2.	Last Day to Submit Written Questions	December 31, 2008
3.	State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	January 9, 2009
4.	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	February 9, 2009 2:00 p.m. Central Time
5.	Review for Conformance of Mandatory Requirements	February 9, 2009
6.	Evaluation Period	February 9, 2009
7.	Oral Interviews/Presentations and/or Demonstrations (if required)	Week of Feb. 23, 2009
8.	Post Letter of Intent to Contract to Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	March 9, 2009
9.	Submit Performance Bond and/or Certificate of Insurance	To be determined
10.	Contract Award	May 9, 2009
11.	Contractor Start Date	July 1, 2009

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

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

Name: Todd Dlouhy  
Agency: State Purchasing Bureau  
Address: 301 Centennial Mall South, Mall Level  
Lincoln, NE 68508

OR

Address: P.O. Box 94847  
Lincoln, NE 68509  
Telephone: 402-471-2401  
Facsimile: 402-471-2089  
E-Mail: [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing statewide telecommunications relay services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as provided in the Proposal Instructions will not be considered.

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

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

### **C. COMMUNICATION WITH STATE STAFF**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a Contractor is preliminarily selected, as documented in the intent to Contract, that Contractor is restricted from communicating with State staff until a Contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing Contracts or obligations;

3. State staff and/or Contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a Contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 2742Z1; Telecommunications Relay Services Questions". It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Todd Dlouhy, showing the total number of pages transmitted, and clearly marked "RFP Number 2742Z1; Telecommunications Relay Services Questions".

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

**E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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

**F. SUBMISSION OF PROPOSALS**

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and seven (7) copies of the entire proposal should be submitted. The copy marked "Original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Where applicable, submit electronic documents in the following formats: Microsoft Office (Word, Excel, PowerPoint) or Adobe PDF. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified on the face of each container. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

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

**G. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location specified in the Schedule of Events. Proposals will be available for viewing after the proposal opening.

**H. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reasons.

**I. REJECTION OF PROPOSALS**

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

**J. EVALUATION**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. The Executive Summary;
2. Corporate Overview shall include but is not limited to;
  - a. The ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of this Request for Proposal;
  - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - c. Whether the bidder can perform the Contract within the specified time frame;
3. Technical Requirements; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

**K. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

**L. MANDATORY REQUIREMENTS**

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

1. The signed Request for Proposal for Contractual Services form;
2. Executive Summary;
3. Corporate Overview;

4. Technical Requirements; and
5. Cost Proposal.

**M. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, Contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would require the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

**N. FOREIGN CORPORATION, CERTIFICATE OF AUTHORITY**

As per Neb. Rev. Stat. § 21-20, 168, a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Secretary of State. It is the bidder's responsibility to ensure their company is in compliance with Statutes. The certificate must be submitted with the RFP response or before a contract award. Bidders without such certificate will not be allowed to finalize a contract nor perform work under this RFP.

Neb. Rev. Stat. § 21-20, 168

1. A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Secretary of State.
2. The following activities, among others, shall not constitute transacting business within the meaning of subsection (1) of this section:
  - a. Maintaining, defending, or settling any proceeding;
  - b. Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;
  - c. Maintaining bank accounts;
  - d. Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities;
  - e. Selling through independent contractors;
  - f. Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this state before they become contracts;
  - g. Creating or acquiring indebtedness, mortgages, and security interests in real or personal property;
  - h. Securing or collecting debts or enforcing mortgages and security interests in property securing the debts;
  - i. Owning, without more, real or personal property;
  - j. Conducting an isolated transaction that is completed within thirty days and that is not one in the course of repeated transactions of a like nature;
  - k. Transacting business in interstate commerce; or
  - l. Acting as a foreign corporate trustee to the extent authorized under section 30-3820.

3. The list of activities in subsection (2) of this section shall not be construed as exhaustive.
4. The requirements of the Business Corporation Act shall not be applicable to foreign or alien insurers which are subject to the requirements of Chapter 44.

Source:

Laws 1995, LB 109, § 168

Laws 2003, LB 130, § 113

It is the bidders responsibility to ensure their company is in compliance with Statutes. Failure to be properly registered will void any contract award.

**O. NONRESIDENT CONTRACTOR, REGISTRATION; CONTRACT, REGISTRATION; EXEMPTIONS.**

Neb. Rev. Stat. §77-3102 provides that contractors who are nonresidents of this state, desiring to engage in, prosecute, follow, or carry on the business of contracting within this state shall register with the Tax Commissioner. It is the bidders responsibility to ensure their company is in compliance with Statutes. Registration must be submitted with the RFP response or before a contract award. Bidders without such registration will not be allowed to finalize a contract nor perform work under this RFP.

Neb. Rev. Stat. § 77-3102

1. (1) In order that the State of Nebraska and the political subdivisions thereof may receive all taxes due in every instance, including contributions due under the Employment Security Law, contractors who are nonresidents of this state, desiring to engage in, prosecute, follow, or carry on the business of contracting within this state shall register with the Tax Commissioner.
2. (2) Each contract to which a nonresident contractor is a party shall be registered with the Tax Commissioner; PROVIDED, that where the total contract price or compensation to be received is less than twenty-five hundred dollars, the Tax Commissioner may waive the requirements of this subsection.

Source:

Laws 1969, c. 637, § 2, p. 2547

Cross References:

Employment Security Law, see section 48-601

It is the bidders responsibility to ensure their company is in compliance with Statutes. Failure to be properly registered will void any contract award.

**P. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant Contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

### **III. TERMS AND CONDITIONS**

By signing the "Request for Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies it maintains a drug free work place.

Vendors are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with such terms and conditions. Additionally, bidder must clearly identify by subsection number, any exceptions to the terms and conditions and include an explanation as to why the bidder cannot comply with the specific term and condition and a statement recommending terms and conditions the bidder would find acceptable. Rejection of these terms and conditions may be cause for rejection of a bidder's proposal.

#### **A. GENERAL**

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

1. The signed Request for Proposal form;
2. The original Request for Proposal document;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

Unless otherwise specifically stated in a Contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the Contract award, 2) Contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request for Proposal form, 6) the Contractor's proposal.

Any ambiguity in any provision of this Contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

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

#### **B. AWARD**

All purchases, leases, or Contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend this Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. This Request for Proposal does not commit the State to award a Contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfpmanual/rfpmanual.htm>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any Contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the Contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this Contract. The Contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the Contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or Contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractors' employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- b. COMMERCIAL GENERAL LIABILITY**
  - General Aggregate \$2,000,000
  - Products/Completed Operations Aggregate \$2,000,000
  - Personal/Advertising Injury \$1,000,000 any one person
  - Bodily Injury/Property Damage \$1,000,000 per occurrence
  - Fire Damage \$50,000 any one fire
  - Medical Payments \$5,000 any one person
- c. COMMERCIAL AUTOMOBILE LIABILITY**
  - Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. UMBRELLA/EXCESS LIABILITY**
  - Over Primary Insurance \$1,000,000 per occurrence

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

**G. COOPERATION WITH OTHER CONTRACTORS**

The State may already have in place or choose to award supplemental Contracts for work related to this Request for Proposal, or any portion thereof.

- 1. The State reserves the right to award the Contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
- 2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

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

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

**I. CONTRACTOR RESPONSIBILITY**

The Contractor is solely responsible for fulfilling the Contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting Contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the Contract, without the prior written authorization of the State. Following execution of the Contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the Contract.

**J. CONTRACTOR PERSONNEL**

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

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

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

In respect to its employees, the Contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Contract;
4. Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.

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

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder also certifies that no person having any such known interests or whose employment would be or appear to be a conflict of interest shall be employed during the performance of the Contract.

**M. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

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

**O. BEGINNING OF WORK**

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

**P. ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the Contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

The Contractor may not assign the Contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party including as part of the sale in whole or part of the Contractor's operations or entity, and the Contract may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the State, in the sole exercise of its discretion.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the Request for Proposal become a part of the terms and conditions of the Contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the Contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

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

**T. ATTORNEY'S FEES**

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

**U. ADVERTISING**

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

**V. STATE PROPERTY**

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

**W. SITE RULES AND REGULATIONS**

The Contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**X. NOTIFICATION**

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A of this RFP. After the award of the Contract, all notices under the Contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the Contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the Contract, all communication between Contractor and the State regarding the Contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the Contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

#### **Y. EARLY TERMINATION**

The Contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Contract at any time.
2. The State, in its sole discretion, may terminate the Contract for any reason upon 30 days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the Contract immediately for the following reasons:
  - a. If directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors or shareholders;

- e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable;
- i. Second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

**AA. BREACH BY CONTRACTOR**

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

**BB. ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the Contract does not fulfill the requirements of the Request for Proposal/resulting Contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. PENALTY**

In the event that the Contractor fails to perform any substantial obligation under the Contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the Contract for the deliverables may result in an assessment of penalty due the State of \$1,900 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

The NPSC, at its sole discretion, may require payment from the Contractor for failure to meet minimum service level requirements for the provision of TRS according to the following:

1. Failure to meet ninety percent (90%) of all calls answered by the relay center within ten (10) seconds; measured daily – Penalty \$350.00 per day;
2. Failure to meet ninety-five percent (95%) of all calls answered by the relay center within ten (10) seconds; measured monthly – Penalty \$750.00 per month;
3. Failure to meet the Primary Call Center requirement that eighty-five percent (85%) of all Nebraska’s relay traffic be processed within one primary call center; measured monthly – Penalty \$1,000 per month.

**DD. PERFORMANCE BOND**

The selected Contractor will be required to supply a certified check or a bond executed by a corporation authorized to Contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the Contract to include any renewal and/or extension periods. The amount of the certified check or bond must be an established dollar amount of \$135,000. The check or bond, if required, will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the Contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**EE. FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the Contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the Contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

**FF. PROHIBITION AGAINST ADVANCE PAYMENT**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**GG. PAYMENT**

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the Contractor, to pay to the Contractor when the terms and conditions of the Contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

**HH. INVOICES**

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Contract.

**II. AUDIT REQUIREMENTS**

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

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

**JJ. TAXES**

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

**KK. INSPECTION AND APPROVAL**

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

**LL. CHANGES IN SCOPE/CHANGE ORDERS**

The State may, at any time with written notice to the Contractor, make changes within the general scope of the Contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of Contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the Contractor's proposal.

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

**MM. LIMITATION OF LIABILITY**

The Contractor agrees that there will be no limitation to the Contractor's liability under the Contract.

**NN. SEVERABILITY**

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

**OO. CONFIDENTIALITY**

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**PP. PROPRIETARY INFORMATION**

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**RR. PRICES**

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the Contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the Contract and all prices in addition, which the Contractor may charge under the terms of the Contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the Contract period unless specifically allowed by these specifications.

**SS. BEST AND FINAL OFFER**

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**TT. ETHICS IN PUBLIC CONTRACTING**

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the Contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the Contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the Contract if awarded to them or be disqualified from the selection process.

## **UU. INDEMNIFICATION**

### **1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (Indemnified Parties) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature; including investigation costs and expenses, settlement costs, and attorney fees and expenses (Claims), sustained or asserted against the State arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, provided the Contractor shall not be liable hereunder to indemnify the State against liability for damages arising out of bodily injury to people or damage to property caused by or resulting from the gross negligence or willful misconduct of the State, its agents, or employees.

### **2. INTELLECTUAL PROPERTY**

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the Indemnified Parties from and against any and all Claims, to the extent such Claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the Claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

### **3. JUDGMENT**

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any Intellectual Property for which the Contractor has indemnified the State, the Contractor shall at the Contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

### **4. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the Indemnified Parties from and against any Claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

## **VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

**WW. ANTITRUST**

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

**XX. DISASTER RECOVERY/BACK UP PLAN**

The Contractor shall have a disaster recovery and back-up plan which includes, but is not limited to equipment, personnel, facilities, and transportation in order to continue services as specified under these specifications in the event of a disaster. Please provide a brief description of your Disaster Recovery/Back up Plan.

**YY. TIME IS OF THE ESSENCE**

Time is of the essence in this Contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**ZZ. RECYCLING**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. § 81-15, 159).

**AAA. DRUG POLICY**

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

#### **IV. TECHNICAL REQUIREMENTS**

##### **A. INTRODUCTION: MANDATORY**

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

###### **1. Mandatory**

These are service specifications that shall be adhered to in providing the TRS. The price for mandatory service specifications must be included in the overall price per minute. The per session minute reimbursement rate for all services noted as "mandatory" shall be referenced in Attachment 1.1 and the per conversation minute reimbursement rate for Captioned Telephone TRS referenced in Attachment 1.2.

###### **2. Optional**

These are enhanced service specifications that need not be offered by a Vendor, but that may be considered by the PSC. The per session minute reimbursement rate for each optional specification(s) should be listed individually beginning with Attachment 2.1 and may or may not be included in the contract at the discretion of the Evaluation Committee.

##### **B. HISTORY/SERVICE DESCRIPTION: MANDATORY**

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

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

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

The Nebraska Telecommunications Relay Service commenced operations January 1, 1991. The number of calls the first month was 5,243 (Incoming Calls Serviced by Operator) with a call volume of 33,453 minutes (Operator Minutes of Work Time). Selected historical statistics for traditional relay and captioned telephone TRS since July, 2002 is presented in Appendix A, for review.

**C. SYSTEM DESIGN: MANDATORY**

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

**1. Functional Equivalency: Mandatory**

The underlying standard of the relay system will be to provide users access to the telephone network which is functionally equivalent to that provided to those who are not impaired in their ability to use the telephone. The TRS shall be designed to enable persons with a hearing or speech impairment utilizing TTYs to place telephone calls to non-TTY users (and vice versa) by using the telephone interpreting assistance of a TRS Communications Assistant. The relay service must operate 24 hours per day, seven days a week, including holidays.

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

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

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

Bidder must supply a dedicated account representative for the purposes of representing the relay services and involvement with the communities of Nebraska. The representative will be the liaison between the State and the Contractor and they will be treated as a single point of contact.

**3. Primary Call Center: Mandatory**

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

**4. Network Configuration: Mandatory**

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

- a. Nebraska intraLATA local and toll calls and Nebraska intrastate interLATA calls.
- b. Interstate calls originating or terminating in Nebraska. Billed to the interstate TRS fund (NECA), not to the NPSC.
- c. International calls originating or terminating in Nebraska. Billed to the interstate TRS fund (NECA), not to the NPSC.
- d. Calls to 800/888 numbers and 900 numbers, including regionally-restricted 800/888 numbers, and calls to the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to the relay user in his/her calling area. Bidders shall briefly describe how access to the regionally-restricted and special prefix numbers shall be accomplished. The jurisdictional split between intrastate and interstate 800/888 and 900 traffic presently is 49% and 51%, respectively. The FCC may periodically change the percentage.

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

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

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

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

**5. System Reliability: Mandatory**

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

**a. OSHA Standards: Mandatory**

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

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

**b. Uninterruptible Power: Mandatory**

Bidder shall provide uninterrupted power sufficient to operate the Relay Center at busy season and busy hour load for a minimum of eight (8) hours. In addition, the Relay Center shall have installed power-generating equipment capable of operating the center for extended periods of time. The uninterrupted power source must support the switch and its peripherals, switch room environment (air conditioning if required to maintain service, fire suppression systems, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights and Call Detail Record (CDR) recording.

**c. TRS Platform: Mandatory**

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

by the Vendor) which are maintained on site to ensure the required levels of service are met.

**d. Intercept Messages: Mandatory**

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

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

**e. Courtesy intercept messages: Mandatory**

The bidder shall provide a courtesy message after three rings, to inform callers that they have reached Nebraska Relay.

**f. Telecommunications Service Priority (TSP): Mandatory**

The bidder shall meet Federal TSP requirements pertaining to TSP and describe the process to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

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

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

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

**h. Disaster Recovery Plan: Mandatory**

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

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

transportation); and / or other areas which the Vendor considers important to include in a disaster plan.

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

**i. Security: Mandatory**

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

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

**6. Billing Requirements: Mandatory**

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

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

**7. Charges for Intrastate and Interstate Toll Calls: Mandatory**

Intrastate and interstate long distance calls placed through the relay system will be billed to the caller at no more than the same rate that would apply if the calls had been placed without the use of the relay operator. This rate will include any applicable discounts offered to TTY users by the TTY users long distance carrier for a toll call or by the local exchange carrier.

**8. Responsibility for System Design: Mandatory**

Specific design of the system shall be the sole responsibility of the prospective service provider.

**D. SERVICE STANDARDS: MANDATORY/OPTIONAL**

**1. Access to Directory Assistance: Mandatory**

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

The proposal must state the proposed directory assistance rates to be charged to directory assistance users. Billing for directory assistance calls shall be at no more than the same rate that would apply if the calls had been placed within the exchange area of the originating caller and without the use of the relay operator.

**2. Access to Local Exchange Company Enhanced Services: Mandatory**

The Vendor shall propose methods enabling the relay user to utilize his or her local exchange convenience services (such as three-way calling or call waiting) on calls completed through the relay service to the extent that such services are compatible with the relay center network.

**3. Access to Restricted 800 and 888 Numbers: Mandatory**

The Vendor must provide a means of reaching regionally-restricted 800 and 888 numbers and the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to the TTY user in his/her calling area.

**4. Access to NXX Services: Mandatory**

Bidder shall provide a detailed description of how it will relay calls to the N11 services now available in Nebraska and as its availability expands in the future (i.e. 211, 311, 411, 511, 611, 811, 911). Bidder shall also be required to identify those dialing arrangements that may be community-dependent versus carrier-dependent in completing those calls.

The table below addresses all N11 dialing in Nebraska.

<b>Table – N11 Dialing Codes and Descriptions</b>	
<b>N11 Code</b>	<b>N11 Description of Service</b>
211	The Commission assigned “211” to United Way of the Midlands for access to “First Call for Help.” First Call for Help connects people in need of health and human services assistance with the appropriate providers of such services.
311	311 is the nationally assigned access code for non-emergency police and government services and has not been implemented in Nebraska at this time.
411	411 is the nationally assigned access code to local directory services. When a consumer dials 411 they will be connected with the directory services group for their service provider (local exchange carrier, wireless carrier, or if a 1+ is dialed first their long distance carrier).
511	Weather reports and route specific road conditions can be obtained 24 hours a day for interstate and state highways throughout Nebraska by dialing 511 from any telephone in Nebraska.
611	611 is assigned nationally as the access code to a carrier’s repair service organization.
711	In CC Docket 92-105, In the Matter of the Use of N11 Codes and Other Abbreviated Dialing Arrangements the FCC designated 711 as the dialing for access to all telecommunication relay services (TRS). The Nebraska Public Service Commission opened Application No. C-2417 to examine issues related to the implementation of three-digit, 711, for access to all telecommunication relay services (TRS) in Nebraska. The FCC order further established an October 1, 2001,

	deadline for all telecommunications carriers, including wireline, wireless, PBX and payphone providers. On January 9, 2001, the Commission approved C-2417 and established June 29, 2001, as the implementation deadline for 711.
811	Nebraska Statute (76-2301 – 76-2330) established the One-Call Notification System Act for the purpose of preventing injury to persons and damage to property and the interruption of utility services resulting from accidents caused by damage to underground facilities. Access to the Diggers Hotline center, located in Omaha, has been through either the local number (402) 344-3565 or the toll free number (800) 331-5666.
911	911 is the nationally designated access code to Emergency Services.

**5. Adherence to FCC Requirements and Standards: Mandatory**

All minimum standards and regulations relating to TRS found in 47 C.F.R. 64.601 through 65.606 shall at the time of bid and subsequent to it are hereby incorporated by reference as mandatory standards required in the context of this RFP and resulting awarded contract, regardless of whether or not said standards are specifically mentioned, named or referred to in this RFP. Where there is a difference between the standard of a FCC regulation and the standard of a requirement in this RFP, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

**6. Adherence to NPSC Requirements and Standards: Mandatory**

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

**7. Blockage Rate: Mandatory**

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

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

**8. Branding of Call Type: Mandatory**

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

**9. Caller Profile: Mandatory**

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

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

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

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

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

**10. Calling Billing Record: Mandatory**

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

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

The system must be automated as completely as possible.

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

**11. Charges for Local Calls: Mandatory**

The calling and called parties shall bear no charges for calls originating and terminating within the same toll-free local calling scope. It shall be the responsibility of the Vendor to obtain information concerning the location of toll-free calling routes.

**12. Coin-Sent-Paid Calls: Mandatory**

The Vendor must be capable of complying with all Federal Communications Commission (FCC) orders relating to coin-sent-paid calls and must accommodate all future requirements set forth by the FCC during the term of the contract.

**13. Error Correction Automation: Mandatory**

This is a service that automatically corrects many of the Communications Assistant's typographical errors and spells out non-TTY abbreviations that may be used by the Communications Assistant in voice to text translation.

**14. Extended Area Service (EAS): Mandatory**

The billing system must ensure that relay users are not billed for toll usage when completing EAS calls, including calls made by or to subscribers of optional EAS. It shall be the Vendor's responsibility to obtain information concerning these routes and calling plans.

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

**15. Local Calls and Inter- and Intrastate Toll Calls: Mandatory**

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

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

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

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

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

Long Distance Carrier of Choice as used in this RFP shall also include intraLATA Long Distance Carrier of Choice which allows a user to select the long distance

carrier for intraLATA calls. This choice shall be incorporated in the relay provider caller profiles.

**16. Media Outreach/Awareness Campaign: Mandatory**

The bidder shall propose and if approved by the PSC implement a media outreach campaign subject to the following provisions:

**a. Commencement of Awareness Campaign.**

Beginning in April 1, 2011, and biennially thereafter, the bidder, with input from the PSC, shall draft and submit for approval by the PSC a campaign proposal.

**b. Scope of Awareness Campaign.**

The scope of the campaign shall comprise of, but not be limited to, the following considerations;

- i. The purpose of the campaign regarding areas of emphasis including raising general awareness and understanding of relay in Nebraska, any new services being offered, educating the public regarding the Nebraska Specialized Telecommunications Equipment Program (NSTEP) and informing and educating the public regarding using existing services;
- ii. The extent to which the various types of media will be used. For example, what percentage will be devoted to TV, radio, billboard, print, etc.
- iii. Consumer groups targeted by the campaign. For example, Captioned Telephone users who may need to be informed on areas affecting them; businesses being informed on not hanging up on TTY users, etc.

**c. Prior Approval Required.**

The bidder shall be required to obtain approval from the PSC before formally commencing with the campaign.

**d. Payment Process.**

Payment shall not be a part of the compensation rate, but instead shall be evidenced by progress billings to be rendered as each phase of the campaign is completed. Requests for payment of campaign expenses from the TRS fund shall be submitted to the PSC along with sufficient supporting documentation. Reimbursement for expenses associated with each separate campaign shall not exceed \$75,000.

**17. Nebraska TRS Identification on Customer's Bill: Mandatory**

The proposal must describe the billing procedure to label Nebraska TRS long distance calls on the customer's bill.

**18. Other Types of Calls: Mandatory**

The Vendor shall provide the technological capability to handle combinations of the following types of calls: VCO to VCO, HCO to HCO, VCO to HCO, HCO to VCO, and VCO to TTY calls.

**19. Promotion of Relay Services/Outreach: Mandatory**

The Vendor shall implement a community and business outreach program to educate all people about the relay service. Each bid shall demonstrate how the provider proposes to maintain a continuing outreach program and shall include an outline of the major points to be included in the outreach program. Outreach programs shall include, but not be limited to, media advertisements; meetings with user organizations; distribution of informational pamphlets describing how to use the relay service; TTY etiquette, including TTY abbreviated words; telephone bill inserts; wallet cards, etc. This should be written in language understandable by a majority of the deaf, hard of hearing and/or speech impaired community. The Vendor shall work with the local exchange companies to see that all telephone directories carry appropriate information about the TRS. The Vendor shall also work with the PSC in development of all outreach material to ensure that it is consistent with program goals.

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

**20. Service Expansion: Mandatory**

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

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

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

Where the performance criteria is in terms of the percentage of calls which are answered within a specified period, the Vendor shall ensure that, except during network failure, at least ninety percent (90%) of all calls are answered by the relay center within ten (10) seconds from the time the call enters the TRS system during all times of the day and at least ninety-five percent (95%) of all calls are answered within ten (10) seconds for the month by any method which results in the caller's call immediately placed, not put in a queue or on hold. This shall be calculated daily/(monthly) as the sum of all inbound calls captured for the queue intervals representing the first 10 seconds divided by the number of inbound calls for the day/(month); not by periodic sampling, nor by an average of averages. Abandoned calls shall be included in the speed of answer calculation. A provider's compliance with the 90% rule shall be measured on a daily basis and measured monthly for the 95% rule. Measurement of the speed of answer shall begin when the relay center's equipment accepts the call from the local exchange carrier and the call is delivered by the public switched network to the vendor's TRS center. The vendor's relay center shall accept all calls immediately when offered by the LEC (without delay). Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live CA ready to relay the call; not placed in queue, placed on hold, or given a ring back or other treatment, or answered by a live communication assistant or other party that is not prepared to relay the call (such as when 711 calls are first answered by a live assistant to determine the call type

before transferring the call to a communications assistant who will then relay the call.) This information shall be reported monthly to the PSC.

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

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

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

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

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

**24. True Caller ID: Mandatory**

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

True caller ID imposes the obligation that the relay provider has implemented Signaling System Seven (SS7). With each outbound relay call placed by a CA, the inbound relay caller's phone number shall be automatically provided to the outbound relay called party for display on the called party's (phone or TTY) Caller ID display. This includes users calling through the TRS facility on both local and carrier of choice (i.e. long distance) relay calls. This includes blocking information to be provided to the called party. The relay caller's number shall not be automatically passed on to the called party if the calling party has Caller ID blocking invoked by their local telephone company. Note: For this requirement to be fully functional the called party must also have Caller ID services provided by their local telephone company or other functionally equivalent services, and must have compatible equipment capable of displaying Caller ID text messages.

**25. TTY to TTY calls: Mandatory**

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

**26. TurboCode™: Mandatory**

This service provides an enhanced Baudot transmission speed up to 110 words per minute. This enhancement enables TTY callers to interrupt during the transmission.

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

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

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

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

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

**34. Wireless Phone Calls and Paging: Mandatory**

The TRS shall be capable of receiving and transmitting voice and Baudot, ASCII and other enhanced transmission protocol calls through wireless phone calls and paging.

**35. Text to Voice Service (Speech Synthesizer) and Voice to Text: Optional**

Text to Voice is a service that automatically conveys text to voice via a speech synthesizer. The TTY relay user should be allowed to customize the voice according to the proper gender. The synthesizer should recognize Baudot, ASCII and other enhanced transmission protocol signaling.

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

**E. OTHER OPTIONAL SERVICES**

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

**1. Optional Services to be Provided**

The relay bidder shall use this section to list any other optional services to be provided not covered elsewhere in this RFP. Please note, if there is a price associated with each service listed, a separate schedule following the format presented in Attachment 2.1 should be used, numbered sequentially. For example the first optional service provided with a price quotation would be noted as 2.1, the second 2.2, etc. If no price is associated with an optional service, it will be deemed to be part of the mandatory price quotation indicated in Attachment 1.1.

**2. Optional Services Offered Subsequent to Beginning of Contract**

Services may be offered by the relay provider subsequent to the beginning of relay operation, even though they may not be a mandatory minimum requirement by the FCC. The NPSC will use the following guidelines when determining whether any additional services will be incorporated:

**3. Public Interest Test;**

The offering of the service should not be such that only a chosen few users will benefit from the service, but availability shall be to the user community at large and satisfies the overall standard of functional equivalency and;

**a. Economical Feasibility;**

The implementing of this service shall not be so economically burdensome on the relay fund that excessive levels of funding would be required and;

**b. Technological Feasibility.**

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

**c. Contract Amendment(s).**

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

**F. COMMUNICATIONS ASSISTANT STANDARDS: MANDATORY**

**1. Communications Assistant Training: Mandatory**

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

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

**2. Confidentiality: Mandatory**

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

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

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

service, name and specific information may be disclosed by the Communications Assistant to a supervisor to expedite a solution.

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

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

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

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

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

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

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

**b. English Grammar Skills:**

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

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

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

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

**d. Verbatim:**  
CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call.

**e. Ability to Translate for Relay Users with Limited English Language Skills:**  
During all shifts, relay operators shall be able to translate to conventional English from typed language of relay users, whose primary language is American Sign Language (ASL).

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

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

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

**G. COMMUNICATIONS ASSISTANT PROCEDURES FOR RELAYING COMMUNICATION: MANDATORY**

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

**1. Full Control of the Relay Call Remains with the Relay User: Mandatory**  
Generally, the caller shall have the option of telling the Communications Assistant what aspects of the call she or he will handle. For example, the caller may request that she or he introduce relay services to the called party, rather than the Communications Assistant.

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

**2. Neutral Position: Mandatory**

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

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

Each Communications Assistant will be assigned a station or other unique identification number. When answering a relay call for text users, the Communications Assistant sends to the TTY user "NRS CA #XXXX (m/f) NBR PLS Q GA" and voices to the non-TTY user "Nebraska Relay CA #XXXX. Number to call please." The relay caller has the option to request a different gender, if possible. Each operator's true identity shall be kept confidential.

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

**4. Completed Call Attempts: Mandatory**

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

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

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

**6. Call Length: Mandatory**

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

**7. Transmittal of Conversation: Mandatory**

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

**8. Incompatible Equipment: Mandatory**

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



- 9. Call Disconnections: Mandatory**  
No Communications Assistants shall disconnect a call against the wishes of the originating and terminating parties without first obtaining the permission of the relay system operator's supervisor. In the instance that a call is terminated, the supervisor shall log the reason for the termination and sign the log. The supervisor shall authorize such disconnections only in instances in which the caller is abusive to or intentionally uncooperative with the Communications Assistant.
- 10. Information on Status of Call: Mandatory**  
Communications Assistants shall keep the relay caller informed regarding the status of a call, including but not limited to indication of such signals as dialing, ringing, busy, disconnected, recording, fax sound, or on hold.
- 11. Communications Assistant Comments: Mandatory**  
All comments directed to either party by the assistant shall be relayed. For example, if the assistant asks a hearing party, "Will you accept a collect call?" these words will be relayed to the TTY user in parentheses. Likewise, all comments directed to the assistant by either party shall be relayed. For example, if a TTY user says, "yes, I will accept the charges." these words will be relayed to the non-TTY user as "(The party says, 'Yes, I will accept the charges.')."
- 12. Conveyance of Non-TTY Relay Users Tone of Voice: Mandatory**  
Communications Assistants shall, to the best of their abilities, convey to the TTY user the non-TTY users tone of voice. Descriptive words shall be used to convey the tone (e.g. yelling, crying, loud, quiet, foreign accent, banging, slamming, choking, or sighing). Judgmental descriptions shall be avoided (e.g. angry, rude, disgusted, mad, or impatient). The proposer shall maintain a list of acceptable words to convey tone of voice and a list of unacceptable words that should be avoided in conveying tone of voice. Training sessions shall include a discussion of such words and instruction on how to "interpret" the relay user's tone of voice into descriptive words.
- 13. Conveyance of TTY Relay Users Typed Text and Non-TTY Users Expressive Words: Mandatory**  
When the Communications Assistant verbalizes for the TTY user, the assistant shall adopt a conversational tone of voice appropriate to the type of the call being made. If a TTY user types "ooohhhhh" or similar expression, the assistant shall verbalize accordingly. Likewise, non-TTY users groaning may be relayed as "ooohhhhh", and an excited yes may be relayed as "yyyeesss."
- 14. Identification of Gender of Non-TTY Relay User: Mandatory**  
To the extent possible, the Communications Assistant shall identify whether the non-TTY user is male, female, or child by using parentheses at the beginning of a call as follows: "(M)", "(F)", or "(C)".
- 15. Background Noise Identified: Mandatory**  
The Communications Assistant will identify background noise (e.g., a baby crying, music, flipping pages) to the TTY user.

- 16. Different Person Identified: Mandatory**  
The Communications Assistant shall indicate to the TTY relay user if another person (hearing) comes on the line.
- 17. Explanation of Nebraska TRS: Mandatory**  
When a TTY relay user calls a non-TTY user, the Communications Assistant will ask the non-TTY called party whether he or she has previously used the Nebraska TRS. If such user has used the TRS before, the call will be placed without further delay. If not, the Communications Assistant will explain how the service operates and will notify the TTY relay caller, using parentheses, that the Nebraska TRS is being explained to the called party.

The Nebraska TRS explanation should be brief and concise. A suggested format is: "The caller is typing his/her conversation which will be read to you. When you hear the words 'Go Ahead', speak directly to the caller. The operator will type everything that is heard. One moment for your call to begin."
- 18. Parentheses for Nonconversation Items: Mandatory**  
The Communications Assistant shall type in parentheses all contents of a relay call that are not part of the relay users conversation including those items discussed in items 10, 11, 12, 14, 15, 16 and 17.
- 19. Third Person Reference: Mandatory**  
If either party uses the third person, the Communications Assistant will relay in the third person. The Communications Assistant will not intervene and will not ask one party to address the other party directly.
- 20. Voice Mail and Interactive Menus Procedures: Mandatory**  
CAs must alert the relay user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. This hot key will then sent text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. The relay provider shall electronically capture the recorded messages and be retained for the length of the call. The provider shall not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recording or interactive messages. The relay service shall include the capability of handling pay-per-call calls.

  - a. Leaving Messages**  
Communications Assistants will leave messages on answering machines or other voice processing systems. The Vendor's proposal shall describe the procedures to be used for handling calls that are connected to an answering machine or other voice processing system. The proposal shall include, at a minimum, the following steps:

    - i.** The Communications Assistant will inform the caller when an answering machine has been reached.

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

**b. Retrieving Messages**

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

**21. Change of Communications Assistants: Mandatory**

Change of Communications Assistants during a call is discouraged. If the change is necessary, both parties shall be informed.

**22. Typing Error: Mandatory**

To correct a typing error, Communications Assistants shall not backspace, but continue in a forward direction by typing "xx" (common TTY conversation for error) and then typing the word correctly.

**23. Verification: Mandatory**

Communications Assistants shall verify spelling of proper nouns, numbers, and addresses that are spoken. This shall be relayed as discussed above in R, "Parentheses for Nonconversation Items."

**24. Emergency Call Procedures: Mandatory**

The Vendor shall include appropriate procedures for handling emergency calls in the shortest possible time. The procedures shall include, at a minimum, the following steps:

**a. Pass Caller's ANI to the PSAP**

The CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

If an emergency call is transferred to the PSAP (instead of relayed), the CA shall stay on the line as long as necessary to ensure that the PSAP operator has received the call.

The emergency call may be relayed to a PSAP operator (instead of transferred) only on a per call-by-call basis under any of the following circumstances:

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

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

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

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

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

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

**b. Stay on the Line to Ensure Connectivity**

- c. Relay Only Under Limited Circumstances**
  - i. At the request of the caller.
  - ii. At the request of the PSAP operator or PSAP supervisor.
  - iii. If the PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (for example, the caller is using any communications modality other than TTY, e.g., VCO, HCO, STS, ASCII, etc.)
  - iv. The CA is having technical trouble transferring the call to the PSAP, e.g., the caller is disconnected from the PSAP, the PSAP cannot establish a TTY connection, etcetera.
  
- d. Transfer Immediately When Unsure**
  
- e. No Questioning or Advice**
  
- f. Allowance for Limited Transparency**
  - i. The CA may inform the PSAP operator that the caller is a TTY user (or other type of relay user).
  
  - ii. The CA may inform the PSAP of the caller's disability, name, address and other information available to the CA from the caller's profile and ANI data, if available.
  
  - iii. The CA does not have to be fully transparent (which is required for non-emergency verbatim relay) to the caller or PSAP operator if either the caller or PSAP operator request such non-transparency, or in the professional opinion of the CA such limited non-transparency will greatly enhance the PSAP operator's ability to understand or respond to the caller; and the caller does not object. The key concept here is that each relayed emergency call shall be transparent verbatim relay, and the use of non-transparency shall only be for temporary summarization or for interpretation of ASL gloss terminology. For non-transparency, the CA shall not alter the relayed conversation, shall not interfere with the independence of the caller, and shall not interfere with the caller's control of the conversation. When a CA engages in non-transparency, the CA shall first identify him/herself as the source of the talking or typing by indicating "Relay operator speaking" or similar language.
  
  - iv. The CA may stay on the line for the duration of a relay call transferred to a PSAP, in which case the CA shall remain in non-active mode unless called upon by either party for relay or other assistance or information, or unless it is obvious to the CA that either party needs non-transparent services (described above) in order for effective communications to occur between the caller and the PSAP operator.

- v. When providing non-transparent services the CA shall immediately cease such non-transparency if asked to do so by either the caller or PSAP operator.
- vi. A relay supervisor may listen to an emergency call in process if deemed necessary by the relay provider. The listening supervisor may not enter into the conversation unless the relay function is transferred to the supervisor.

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

**h. Call Set-Up**

**i. Training for Emergency Call Handling**

**25. Long Distance Calls: Mandatory**

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

**a. Collect Calls.**

Assistants shall not accept collect calls to the relay center.

**b. Billing Information.**

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

**c. Long Distance Rates.**

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

**26. Consumer Complaint Handling and Resolution: Mandatory**

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

The Nebraska TRS shall ensure that TRS callers who wish to register a complaint are able to reach a supervisor or administrator while still on-line during a relay call. All complaints, including their resolution, shall be documented, kept on files and reported to the PSC as they are incurred and shall include the customer's name, address and telephone number. A monthly summary shall also be provided to the Commission to allow reconciliation of all complaints received for a given month at the relay center as being received by the Commission. One acceptable method to aid in reconciliation is the issuance of a unique identifier (complaint number). Requirements for the monthly summary is provided in Section IV.N.3.

Proposals shall guarantee that a consumer complaint log and complaint resolution procedures meeting FCC requirements will be maintained by the TRS vendor. The log must 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. The vendor shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the State by June 20 of each year to allow the State adequate time for submission to the FCC by July 1.

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

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

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

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

**1. Procedures for Relaying STS Calls**

**a. Retention of Information**

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

**b. Interaction with Users**

The STS CA is permitted to facilitate a call for a user with a speech disability as long as the CA does not interfere with the independence of the user, the user maintains control of the conversation and the user does not oppose the intervention.

**c. Registration of Numbers**

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

**d. Other Standards and Requirements**

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

**I. CAPTIONED TELEPHONE TRS - MANDATORY**

**1. Background**

Captioned Telephone (CapTel) TRS was implemented in Nebraska in October 2004 to address the needs of Nebraska's significant hard-of-hearing population. Captioned Telephone TRS is now considered by Nebraska to be a basic service and is required in the bidder's proposal. The FCC's declaratory ruling on captioned telephone service, adopted July 25, 2003 (CC Docket No. 98-67) addresses captioned telephone issues and granted a number of waivers. The State's position on Captioned Telephone TRS is consistent with the FCC's. The bidder is

responsible for understanding all the issues and current FCC waivers in effect and should the FCC's position change on captioned telephone waivers that they will adhere to FCC captioned telephone modifications.

**2. Captioned Telephone TRS Facilities**

Captioned Telephone TRS shall operate every day, 24 hours a day. Captioned Telephone TRS shall have redundancy features functionally equivalent to the equipment normal central offices, including uninterruptible power for emergency use. Conversations are to be transmitted in real time. Adequate network facilities shall be used in the provisioning a Captioned Telephone 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.

**3. Captioned Telephone Compatibility**

Bidder shall provide Captioned Telephone service that is compatible with the State's existing Captioned Telephone, currently CapTel, and that all technologies employed are compatible with the existing equipment currently being used by existing Nebraska consumer.

**4. 2-Line Captioned Telephone Service**

The bidder shall ensure Captioned Telephone services support 2-line functionality.

**J. VIDEO RELAY SERVICE (VRS) - OPTIONAL**

**1. Description**

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

- a. **Secondary Audio Link (may or may not be offered by the relay provider)**  
As a separate (non-mandatory) item, the relay provider shall accommodate a separate dialup telephone line in order to provide an audio channel with the ASL interpreter for VCO-VRS and HCO-VRS users without audio as part of their video equipment. The relay provider shall not be separately reimbursed by the NPSC for this second audio call.
- b. **Multipoint VRS (may or may not be offered by the relay provider)**  
As a separate (non-mandatory) item, the relay provider shall provide relay conference capabilities between at least two separate VRS users and a non-VRS user. The relay provider's CA shall only be required to relay between the VRS users and the non-VRS user. Bidders must describe the characteristics of their multipoint video relay service, including the number of simultaneous relay conferences that it will support in relation to the demand.

**2. Standards**

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

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

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

Video Relay Service interpreters must receive all of the usual CA training provided to all Nebraska relay CAs. In addition, VRS interpreters must be certified in any one of the following areas to be Qualified Interpreter:

- a. RID ("Registry of Interpreters for the Deaf", see [www.rid.org](http://www.rid.org)) certified with a valid certificate awarded by the National Council on Interpreting (NCI) evidenced by any one of the following designations:
  - i. NIC ("National Interpreter Certification") or;
  - ii. NIC Advanced or;
  - iii. NIC Master.
- b. Certified with a CI ("Certificate of Interpretation");
- c. Certified with a CT ("Certificate of Transliteration");
- d. Certified with a CSC ("Comprehensive Skills Certificate");
- e. Be NAD ("National Association of the Deaf", see [www.nad.org](http://www.nad.org)) certified with Levels IV or V designation;

- f. Obtained a Level IV or V on the Quality Assurance Screening Test recognized by the Nebraska Commission for the Deaf and Hard of Hearing.

The above are recognized levels of competence; in addition, interpreters must adhere to the RID Interpreter Code of Conduct and the Nebraska relay pledge of confidentiality. RID publishes an interpreter code of conduct, available at their web site. VRS CAs shall interpret using ASL except that they shall use oral transliteration if so requested by the caller.

**4. Proposal Information**

Bidders should provide a description of how Video Relay Service will be provided in connection with traditional Nebraska relay service. This bidder's description should also reflect how qualified interpreters will be hired.

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

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

If IP Relay service is to be provided, bidders shall provide a description of how this service will be provided in connection with traditional Nebraska relay service.

**L. INTERNET PROTOCOL CAPTIONED TELEPHONE SERVICE (IP CTS) - OPTIONAL**

**1. Background**

In the FCC's January 2007 IP CTS Declaratory Ruling, the Commission recognized Internet Protocol Captioned Telephone Service (IP CTS) as a form of TRS eligible for compensation from the Interstate TRS Fund when offered in compliance with the applicable TRS mandatory minimum standards. The FCC also granted the request that all IP CTS calls be compensated from the Interstate TRS Fund until such time as the Commission adopts jurisdictional separation of costs for this service (emphasis added). The State recognizes that currently all costs associated with IP CTS is compensated from the Interstate TRS fund and consequently, at this time the State makes no offer to provide compensation for this service, should it be offered.

IP CTS is a form of captioned telephone service that transmits the captions between the relay provider and the user via the Internet, rather than the Public Switched Telephone network. The current relay provider began offering this service to Nebraska's hard-of-hearing population in March, 2008.

**2. Proposal Information**

If IP CTS is to be provided, bidders shall provide a description of how this service will be provided in connection with traditional Nebraska relay service.

**M. INTERNET PROTOCOL SPEECH-TO-SPEECH (IP STS) - OPTIONAL**

**1. Background**

As of the time of the release of this RFP, the FCC in its Notice of Proposed Rulemaking (FCC 08-149), released June 24, 2008 tentatively concluded that IP STS is a form of TRS compensable from the Interstate TRS fund. IP STS allows persons with speech disabilities to use a computer or other portable device connected to the Internet, rather than a standard telephone connected to the PSTN, to initiate a call and speak with a CA. This docket is still pending and addresses other issues related to Speech-to-Speech issues.

**2. Proposal Information**

If IP STS were to be provided, assuming compensation is provided by the interstate TRS fund, bidders shall provide a description of how this service will be provided in connection with traditional Nebraska relay service.

**N. SERVICE PROVIDER REPORTING REQUIREMENTS: MANDATORY**

**1. Records Maintenance: Mandatory**

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

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

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

**a. Traditional relay services:**

- i.** Amount due for the mandatory part of the service based on the basic price per minute.
- ii.** Amounts due for optional services, if any.
- iii.** Minutes of the Communications Assistant work time, where the Communications Assistant work time is the time, in minutes and seconds, from the moment when a relay agent is ready to render assistance and/or ready to accept information to process a call to the Nebraska TRS until both relay users disconnect. This is the time used for billing the PSC for traditional relay.
- iv.** Total intrastate session minutes handled by other centers. Note: This number cannot exceed 15% of total session minutes (see Section IV.C.3).
- v.** Amount of credit for intrastate toll revenues billed to relay users.

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

- i.** Number of attempted and completed outgoing calls.
- ii.** Number of local calls completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of local calls completed to total calls handled.
- iii.** Number of intrastate calls completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of intrastate calls completed to total calls handled.
- iv.** Number of intrastate busy/no answer calls handled, corresponding Communications Assistant work time, and percent of intrastate busy/no answer calls to total calls handled.
- v.** Number of interstate calls completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of interstate calls completed to total calls handled.
- vi.** Number of interstate busy/no answer calls handled, corresponding Communications Assistant work time, and percent of interstate busy/no answer calls to total calls handled.
- vii.** Number of calls to toll-free numbers completed, corresponding Communications Assistant work time, corresponding conversation time (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation begins until the caller hangs up), and percent of toll-free number calls completed to total calls handled.
- viii.** Number of general assistance calls handled (general assistance calls are calls to the TRS where no out-dial call is placed, usually the relay caller is seeking information about the TRS), corresponding Communications Assistant work time, and percent of general assistance calls handled to total calls handled.

- ix.** Number of calls handled and corresponding percent of the total calls handled categorized as:
  - a)** TTY calls
  - b)** ASCII calls
  - c)** Baudot calls
  - d)** Voice calls
  - e)** Voice carry over calls
  - f)** Hearing carry over calls
  - g)** Local calls
  - h)** Intrastate calls
  - i)** Interstate calls
  - j)** International calls
  - k)** VCO to VCO calls
  - l)** HCO to HCO calls
  - m)** 711 calls
  - n)** STS calls.
  
- x.** Average length of calls handled.
  
- xi.** Number of incoming calls (calls placed to the Nebraska TRS):
  
- xii.** Number of incoming calls placed in queue.
  
- xiii.** Number of incoming calls answered from queue (answered calls).
  
- xiv.** Number of abandoned calls.
  
- xv.** Delayed call profile to show how many calls stayed in queue for the following intervals:
  - a)** Less than and up to 1 second (0.00-1);
  - b)** 1.01-5 seconds;
  - c)** 5.01-10 seconds;
  - d)** 10.01-15 seconds;
  - e)** 15.01-20 seconds;
  - f)** 20.01-25 seconds;
  - g)** 25.01-30 seconds;
  - h)** 30.01-40 seconds;
  - i)** 40.01-50 seconds;
  - j)** 50.01-60 seconds;
  - k)** 60.01-90 seconds;
  - l)** 90.01-120 seconds;
  - m)** 120.01-180 seconds;
  - n)** Over 180 seconds.
  
- xvi.** Average daily and monthly blockage rate (number of calls reaching a busy signal when calling the relay center.)

**xvii.** Information regarding calls handled:

- a)** Number of incoming, answered and outgoing calls handled for each day of the month;
- b)** Average number of weekday calls (incoming, answered and outgoing calls);
- c)** Average number of weekend calls (incoming, answered and outgoing calls);
- d)** Number of incoming, answered and outgoing calls handled on an hourly basis (monthly totals); and
- e)** Percent of calls answered in ten (10) seconds for each day and for the month (abandoned calls must be included).
- f)** Appropriate call detail reports from the switch should be attached to the invoice to verify the information included in the invoice.

**b. Captioned Telephone TRS services:**

**i.** Captioned Telephone TRS shall contain the following statistical information:

- a)** Amount due for the mandatory part of the service based on the basic price per intrastate conversation minutes of use;
- b)** Usage summary with daily and monthly totals for answered calls, general assistance, outbound, completed calls and call volumes for session and conversation minutes;
- c)** A jurisdictional summary for all calls handled and completed calls for general assistance, intrastate, interstate, international, two line and 9XX information service including call volumes. Percentage of calls for each jurisdiction as a percent of total shall also be provided for all calls handled and completed.

**ii.** Monthly Captioned Telephone TRS report. This report should accompany the statistical information above (part i above) and contain the following information:

- a)** Total number of valid captioned telephone units activated by the center;
- b)** Captioned Telephone CA Statistics. Since this service is voice-recognition based, the center shall provide average word per minutes (WPM), average rate of accuracy and average rate of error measurements for the month;
- c)** Monthly call details for each day for the following categories; percent service level w/abandoned, percent of service level without abandoned, average speed of answer w/abandoned and average speed of answer without abandoned, and blockage;
- d)** Customer Service Contacts.
- e)** This report should contains all inquires and complaints for the month which shall also include the tracking #, date of

complaint, time of call, nature of the complaint, explanation of resolution or status and date resolved.

The Vendor shall work with the PSC staff to develop an acceptable format for both traditional TRS and Captioned Telephone TRS invoices.

**3. Customer Service Monthly report: Mandatory**

The bidder shall provide a monthly service report indicating the number of inquires and complaints for the month. These complaints and inquires shall include, but not be limited to, the following categories; general information, equipment-related, customer profile, outreach, service complaints, long distance/billing issues, calling card issues, features issues, technical issues, technical complaints and external complaints.

Complaints should be further subdivided to allow the Commission to determine the nature of the complaint. For example, service complaints may involve CA accuracy/spelling/verbatim issues, CA misdialing, fraudulent/harassment calls, etc.

**4. Annual Report: Mandatory**

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

**O. PRICE QUOTATIONS: MANDATORY**

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

**1. Cost Proposal Requirements: Mandatory**

Attachment 1.1 – Price Quotation for Mandatory Services – Traditional Relay;

Attachment 1.2 – Price Quotation for Mandatory Services – Captioned Telephone TRS Services.

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

For price evaluation purposes, Appendix A, intrastate session minutes of use shall be used for traditional relay and CapTel intrastate conversation minutes for Captioned Telephone TRS for the 2008 calendar period.

## **V. PROPOSAL INSTRUCTIONS**

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

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

### **A. TECHNICAL PROPOSAL**

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

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

#### **1. REQUEST FOR PROPOSAL FORM**

By signing the "Request for Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies they maintain a drug free work place.

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

#### **2. EXECUTIVE SUMMARY**

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

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

#### **3. CORPORATE OVERVIEW**

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

##### **a. BIDDER IDENTIFICATION AND INFORMATION**

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

first organized, and Federal Employer Identification Number and/or Social Security Number.

**b. FINANCIAL STATEMENTS**

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

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

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

**c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

**d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a Contract with the State of Nebraska must be identified.

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous seven (7) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the Contract number(s) and/or any other information available to identify such Contract(s). If no such Contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

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

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

**g. CONTRACT PERFORMANCE**

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

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

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

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i.** Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
  - a)** the time period of the project;
  - b)** the scheduled and actual completion dates;
  - c)** the Contractor's responsibilities;

- d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
  - e) each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
  - iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, subcontractors shall identify what share of Contract costs, project responsibilities, and time period were performed as a subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the Contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**j. SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

**4. TECHNICAL REQUIREMENTS**

The technical requirements section is addressed in Section IV.

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

**1. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

- 2.** Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**C. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

**FORM A  
 BIDDER CONTACT SHEET**

**REQUEST FOR PROPOSAL NUMBER 2742Z1**

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

<b>Preparation of Response Contact Information</b>	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

<b>Communication with the State Contact Information</b>	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

**Appendix A – Telecommunications Relay Service  
Selected Historical Statistics (Session Minutes/CapTel Conversation Minutes)**

	Traditional Relay Statistics				CapTel Relay Statistics		
	Total Calls Outbound	Total Minutes Of Use	Interstate Minutes	Intrastate Minutes	CapTel Total Calls (Completed)	CapTel Total CM (Completed)	CapTel Intrastate CM
Jul-02	26,506	113,308	16,298	97,010			
Aug-02	27,569	117,116	16,566	100,551			
Sep-02	26,215	108,225	16,961	91,264			
Oct-02	27,023	117,882	17,938	99,943			
Nov-02	25,622	109,655	16,368	93,287			
Dec-02	25,974	105,888	15,519	90,369			
Jan-03	27,047	117,298	17,023	100,275			
Feb-03	25,143	107,630	16,204	91,426			
Mar-03	25,769	110,041	16,596	93,445			
Apr-03	26,140	110,509	15,181	95,328			
May-03	26,781	108,557	14,510	94,047			
Jun-03	25,718	105,454	15,987	89,468			
Jul-03	24,072	101,327	15,147	86,180			
Aug-03	25,047	103,516	14,969	88,547			
Sep-03	23,519	97,489	14,411	83,078			
Oct-03	24,198	101,245	13,979	87,266			
Nov-03	22,495	96,904	14,909	81,996			
Dec-03	25,696	111,068	17,129	93,938			
Jan-04	26,590	113,402	15,918	97,484			
Feb-04	25,351	108,176	15,695	92,481			
Mar-04	26,695	114,481	16,692	97,789			

	Traditional Relay Statistics				CapTel Relay Statistics		
	Total Calls Outbound	Total Minutes Of Use	Interstate Minutes	Intrastate Minutes	CapTel Total Calls (Completed)	CapTel Total CM (Completed)	CapTel Intrastate CM
May-04	25,329	100,583	14,571	86,013			
Jun-04	25,174	100,603	14,984	85,619			
Jul-04	24,075	101,185	15,901	85,284			
Aug-04	25,246	104,261	15,921	88,970			
Sep-04	22,776	98,305	14,605	83,700			
Oct-04	22,398	95,172	14,571	80,601	90	299	255
Nov-04	21,190	92,295	14,104	78,190	197	544	329
Dec-04	22,119	95,797	15,134	80,663	619	1,928	1,533
Jan-05	21,410	94,407	14,679	79,728	1,031	4,046	3,673
Feb-05	18,650	83,425	13,855	69,570	1,060	3,753	3,386
Mar-05	20,390	90,305	13,792	76,514	1,522	5,121	4,534
Apr-05	18,809	83,704	13,207	70,497	1,466	4,740	4,259
May-05	19,963	85,993	12,216	73,777	1,319	4,452	3,875
Jun-05	20,599	89,983	13,018	76,964	1,495	5,338	4,483
Jul-05	18,564	83,937	14,022	69,916	1,707	5,449	4,765
Aug-05	19,723	87,778	12,765	75,014	1,848	5,640	4,529
Sep-05	17,516	79,807	11,955	67,852	2,720	8,460	6,443
Oct-05	16,927	78,111	12,192	65,919	3,178	10,407	7,924
Nov-05	17,988	80,904	13,063	67,840	3,176	11,194	8,689
Dec-05	17,691	80,932	12,619	68,313	3,564	12,243	9,272
Jan-06	16,921	79,449	12,800	66,649	3,587	12,033	9,650
Feb-06	16,002	76,064	11,833	64,231	3,098	10,333	8,147

	Traditional Relay Statistics				CapTel Relay Statistics		
	Total Calls Outbound	Total Minutes Of Use	Interstate Minutes	Intrastate Minutes	CapTel Total Calls (Completed)	CapTel Total CM (Completed)	CapTel Intrastate CM
Mar-06	17,543	84,014	12,292	71,084	3,551	11,876	9,273
Apr-06	15,844	71,442	10,762	60,680	3,245	10,969	8,719
May-06	16,664	75,850	11,533	64,317	3,282	10,643	8,341
Jun-06	15,621	71,034	9,997	61,036	2,929	9,028	7,107
Jul-06	15,021	69,916	10,040	59,876	3,112	10,204	8,165
Aug-06	16,294	71,781	9,432	62,349	3,303	10,483	8,277
Sep-06	13,602	62,933	8,790	54,143	3,220	11,116	8,553
Oct-06	13,629	64,171	9,661	54,510	3,537	12,589	10,350
Nov-06	13,085	65,578	9,431	56,148	3,833	12,714	10,443
Dec-06	13,496	64,760	10,008	54,752	3,625	13,785	10,733
Jan-07	14,868	71,813	10,589	61,224	3,503	13,723	10,783
Feb-07	12,768	62,553	9,616	52,936	3,183	12,697	9,744
Mar-07	14,055	66,143	9,936	56,207	3,563	13,267	10,547
Apr-07	12,554	60,962	8,820	52,142	3,116	11,952	9,805
May-07	13,690	62,705	10,216	52,489	3,957	13,612	11,270
Jun-07	12,116	54,172	8,723	45,449	3,507	12,624	9,805
Jul-07	12,233	54,136	8,873	45,262	3,346	11,171	9,085
Aug-07	13,045	58,904	10,041	48,863	3,808	13,066	10,398
Sep-07	11,681	52,931	8,409	44,522	3,506	11,556	9,225
Oct-07	12,505	56,737	8,426	48,311	3,920	12,514	10,344
Nov-07	12,459	55,046	8,561	46,485	3,760	11,896	9,850
Dec-07	12,705	59,970	9,480	50,490	4,027	14,339	11,910

	Traditional Relay Statistics				CapTel Relay Statistics		
	Total Calls Outbound	Total Minutes Of Use	Interstate Minutes	Intrastate Minutes	CapTel Total Calls (Completed)	CapTel Total CM (Completed)	CapTel Intrastate CM
Jan-08	12,712	57,932	9,276	48,657	4,071	14,769	12,310
Feb-08	11,779	53,882	8,450	45,432	3,956	12,698	10,249
Mar-08	11,178	48,894	7,097	41,797	3,322	10,149	8,382
Apr-08	10,628	48,142	7,846	40,296	3,240	10,052	8,065
May-08	9,716	43,484	6,708	36,776	3,627	10,932	9,289
Jun-08	9,474	42,828	6,597	36,231	3,983	12,118	9,301
Jul-08	9,781	44,703	6,496	38,207	4,032	13,831	10,257
Aug-08	8,289	38,068	6,307	31,761	3,571	11,965	8,769
Sep-08	8,596	41,625	7,556	34,069	3,616	11,892	8,862
Oct-08	9,037	43,313	7,006	36,307	4,232	15,076	11,024
Nov-08	7,522	35,700	5,874	29,827	4,336	15,322	11,581
Dec-08	7,844	37,763	6,203	31,560	4,962	17,387	12,704

**ATTACHMENT 1.1**

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

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

**For all mandatory service requirements:**

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

\$ \_\_\_\_\_ Per session minute of outbound calls

**ATTACHMENT 1.2**

**Nebraska Relay Service  
Price Quotation - Mandatory Services – Captioned Telephone TRS  
Price Per Conversation Minute of Communications Assistant Work Time**

Communications Assistant work time in conversation minutes shall be defined as the time, in minutes and seconds, from the time the relay originator is connected to the called party's number and transcription begins and continuing until the CA directs the workstation to end the call or when one of the two parties disconnects. This includes connections made to an answering machine or voice menu. Conversation minutes do not include the time in queue (call is ringing, waiting for the call to connect to the other phone number), call set-up, call wrap-up, or calls that have reached numbers that are busy or received no answer.

**For all mandatory service requirements:**

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

\$ \_\_\_\_\_ Per conversation minute of completed calls

**ATTACHMENT 2.1**

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

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

**For all optional service requirements:**

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

\$ \_\_\_\_\_ Per session minute of outbound calls

**Appendix O:**  
**Copy of the 2008 TRS Recertification Renewal Letter**  
**from the FCC**



Federal Communications Commission  
Washington, D.C. 20554

July 16, 2008

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

Re: Telecommunications Relay Services (TRS); Application No.: TRS-40-07; CG Docket No. 03-123

Dear Mr. Hand:

Pursuant to Title IV of the Americans with Disabilities Act of 1990, section 225(f)(2) of the Communications Act of 1934, as amended, 47 U.S.C. § 225(f)(2), and section 64.606(b) of the Commission's rules, 47 C.F.R. § 64.606(b), the Application of the State of Nebraska for certification of its Telecommunications Relay Services (TRS) program, Application No. TRS-40-07, is hereby **GRANTED**. On the basis of its application, the Consumer & Governmental Affairs Bureau (Bureau) has determined that:

- (1) the TRS program of the State of Nebraska meets or exceeds all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules, 47 C.F.R. § 64.604;
- (2) the State of Nebraska's program makes available adequate procedures and remedies for enforcing the requirements of the TRS program; and
- (3) the State of Nebraska's TRS program in no way conflicts with federal law.

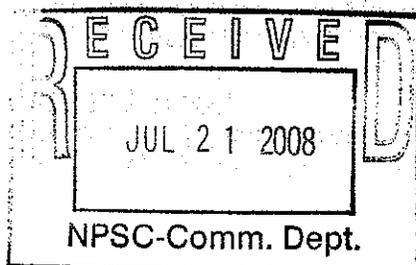
The Bureau also has determined that the State of Nebraska's intrastate funding mechanism is labeled in a manner that promotes national understanding of TRS and does not offend the public, consistent with section 64.606 of the Commission's rules, 47 C.F.R. § 64.606(d).

Because the Commission may adopt further changes to the rules governing relay programs, including state relay programs, the certification granted herein is conditioned on a demonstration of compliance with any new rules ultimately adopted by the Commission. The Commission will provide guidance to the states, U.S. territories, and the District of Columbia on demonstrating compliance with such rule changes.

This certification shall remain in effect for a five year period, beginning July 26, 2008, and ending on July 25, 2013, pursuant to 47 C.F.R. § 64.606(c). One year prior to the expiration of this certification, July 25, 2012, the State of Nebraska may apply for renewal of its TRS program by filing documentation in accordance with the Commission's rules, pursuant to 47 C.F.R. §§ 64.606(a) and (b).

Sincerely,

Thomas Chandler  
Chief, Disability Rights Office  
Consumer & Governmental Affairs Bureau



**Appendix P:**  
**Copy of the letter notifying the FCC of substantive  
charges to the TRS program**

July 7, 2010

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

RE: Substantive Changes in TRS Services for the State of Nebraska CG DOCKET  
NO. 03-123.

Dear Ms. Dortch,

The Nebraska Public Service Commission submits the following substantive changes in TRS pursuant to 47 C.F.R. Part 64.606(f)(1);

1. Effective July 1, 2009 Sprint Relay began offering relay services for the State of Nebraska. The contract provides for an initial five (5) period term effective July 1, 2009 through June 30, 2014 with the option to renew for two (2) additional two (2) year periods as mutually agreed upon by all parties;
2. Effective for this same time period, Captioned Telephone (CapTel) TRS services was also provided for with Sprint as primary contractor and CTI, the sole provider of CapTel in the United States. CTI is a wholly-owned subsidiary of Ultratec. Two-line CapTel is also provided;
3. The rates for traditional relay with Sprint (session minutes-based) is \$1.12 and for CapTel (conversation minutes-based) is \$1.79 for the initial five-year period;
4. The contract also contains a provision for Sprint to present a media-awareness campaign proposal beginning April 1, 2011, and biennially thereafter subject to the Public Service Commission approval.

Sprint continues to meet all federal minimum standards since implementation of these substantive changes.

Please contact me at (402) 471-0225 Voice and ask for Steve with any questions regarding the above or contact me by email at [steve.stovall@nebraska.gov](mailto:steve.stovall@nebraska.gov).

Sincerely,

Steven G. Stovall-Accountant  
Nebraska Public Service Commission