

Name of state agency where employed: \_\_\_\_\_

Percentage of ownership interest in offeror's organization held by state employee, General Assembly member or statewide elected official: \_\_\_\_\_ %

**E.6 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT)**

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes \_\_\_\_\_ No \_\_\_\_\_

**EXHIBIT F**  
**ADDENDUM TO OFFEROR’S PRE-PRINTED TERMS AND CONDITIONS DOCUMENTS**

The offeror is cautioned when submitting pre-printed terms and conditions to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. In order to be considered as part of the contract between the contractor and the State of Missouri, the offeror must submit such terms and conditions as part of their response to Exhibit F. **However, the offeror shall be required to do one of the following if pre-printed terms and conditions are submitted: (1) The offeror must clearly state on the first page of each of their pre-printed terms and conditions documents the following, “In the event of conflict between any of the (“name of offeror’s company”) terms and conditions and those contained in the RFP B2Z03019, the RFP shall govern” or (2) Sign and date the “Addendum to the Offeror’s Pre-Printed Terms and Conditions Documents” signature box below.** Failing to place this statement on the offeror’s pre-printed terms and conditions documents or not signing the Exhibit F signature box below and/or taking exception to the State’s terms and conditions may render a offeror's proposal non-responsive and remove it from consideration for award. Offerors are cautioned that the State of Missouri will not award a non-compliant proposal. Consequently, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP may be eliminated from further consideration for award.

By signing the signature block below the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as software license agreements, maintenance support services agreements, professional services agreements, etc., that are submitted as part of his/her proposal, and (2) any of the offeror’s terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP B2Z03019’s terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror’s pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply

- a **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment
- b **Amendment** means a written, official modification to an RFP or to a contract
- c **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications
- d **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals
- e **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document
- f **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer
- g **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services
- h **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract
- i **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time
- j **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto
- k **May** means that a certain feature, component, or action is permissible, but not required
- l **Must** means that a certain feature, component, or action is a mandatory condition
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time
- n **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM
- o **Shall** has the same meaning as the word **must**
- p **Should** means that a certain feature, component and/or action is desirable but not mandatory

**2. APPLICABLE LAWS AND REGULATIONS**

- a The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable
- b To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations
- d The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax
- e The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date
- b Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered
- c Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement
- d The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action
- e The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website
- f The DPMM reserves the right to officially amend or cancel an RFP after issuance

**4. PREPARATION OF PROPOSALS**

- a Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk

- b Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

## 5. SUBMISSION OF PROPOSALS

- a Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

## 6. PROPOSAL OPENING

- a Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point, and 2) obvious mistake in designation of unit.
- b Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.

- e In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f The DPMM reserves the right to reject any and all proposals
- g When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract
- i Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors
- j Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or on an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri
- k Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected
- l The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email
- m The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification
- n Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10)
- o The final determination of contract(s) award shall be made by DPMM

## 9. CONTRACT/PURCHASE ORDER

- a By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein
- b A binding contract shall consist of (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order"
- c A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order
- d The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification

## 10. INVOICING AND PAYMENT

- a The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation
- b The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment
- c The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM
- d Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP
- e The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense
- f All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated

## 12. INSPECTION AND ACCEPTANCE

- a No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services
- b All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected
- c The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received
- d The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have

## 13. WARRANTY

- a The contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect
- b Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services

**14. CONFLICT OF INTEREST**

- a Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105 452 and 105 454 RSMo regarding conflict of interest
- b The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict

**15. REMEDIES AND RIGHTS**

- a No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract
- b The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri

**16. CANCELLATION OF CONTRACT**

- a In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach
- b If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately
- c If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby
- d The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations

**17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor

**18. BANKRUPTCY OR INSOLVENCY**

- a Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately
- b Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

**19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract

**20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include

- a A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination.
- b The identification of a person designated to handle affirmative action.
- c The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline.
- d The exclusion of discrimination from all collective bargaining agreements, and
- e Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate

**21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA)

**22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language

Revised 12/19/02

**Appendix O:  
2008 Recertification Renewal Letter  
from the FCC**



# PUBLIC NOTICE

Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

News Media Information 202-418-0500  
Internet: <http://www.fcc.gov>  
TTY: 1-888-835-5322

DA 08-1673  
Released: July 16, 2008

## NOTICE OF CERTIFICATION OF STATE TELECOMMUNICATIONS RELAY SERVICE (TRS) PROGRAMS

### CG DOCKET NO. 03-123

Notice is hereby given that the applications for certification of Telecommunication Relay Services (TRS) programs of the states<sup>1</sup> listed below have been granted, pursuant to Title IV of the Americans with Disabilities Act (ADA), 47 U.S.C. § 225(f)(2), and section 64.606(b) of the Commission's rules.<sup>2</sup> On the basis of the state applications, the Consumer & Governmental Affairs Bureau (Bureau) has determined that:

- (1) The TRS program of the states meet or exceed all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules;<sup>3</sup>
- (2) The TRS programs of the listed states make available adequate procedures and remedies for enforcing the requirements of the state program; and
- (3) The TRS programs of the listed states in no way conflict with federal law.

The Bureau also has determined that, where applicable, the intrastate funding mechanisms of the listed states are labeled in a manner that promotes national understanding of TRS and does not offend the public, consistent with section 64.606(d) of the Commission's rules.<sup>4</sup>

Because the Commission may adopt changes to the rules governing relay programs, including state relay programs, the certification granted herein is conditioned on a demonstration of compliance with any additional new rules that are adopted by the Commission. The Commission will provide guidance to the states on demonstrating compliance with such rule changes.

In response to the *Public Notice* released seeking comment on the applications for certification of state TRS programs,<sup>5</sup> the Commission received 84 comments, all of which address Speech-to-Speech

<sup>1</sup> For purposes of this proceeding, the term "states" refers to states, U.S. territories, and the District of Columbia where applicable.

<sup>2</sup> 47 C.F.R. § 64.606(b).

<sup>3</sup> 47 C.F.R. § 64.604.

<sup>4</sup> 47 C.F.R. § 64.606(d).

<sup>5</sup> *Applications for Certification as Certified State Telecommunications Relay Service (TRS) Programs Filed; Pleading Cycle Established for Comment on Applications*, CG Docket No. 03-123, Public Notice, DA 08-60 (Jan. 10, 2008).

(STS) outreach.<sup>6</sup> As part of their applications for certification, states were required to submit specific examples of all outreach activities, including those targeted to users and receivers of STS services. We reviewed each of the outreach plans submitted by the states in conjunction with each of the applications listed below and found them to be in compliance with the Commission's requirements. The Bureau reminds states receiving certification herein of their continued obligation to engage in outreach activities, or to ensure that their contracted TRS providers conduct outreach in accordance with 47 C.F.R. § 64.604(c)(3).<sup>7</sup>

This certification, as conditioned herein, shall remain in effect for a five year period, beginning July 26, 2008, and ending 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 states may apply for renewal of their TRS program certification by filing documentation in accordance with the Commission's rules, pursuant to 47 C.F.R. §§ 64.606(a) and (b).

### **STATES APPROVED FOR CERTIFICATION**

**File No: TRS-46-07**  
Alabama Public Service Commission  
State of Alabama

**File No: TRS-19-07**  
Department of Commerce  
State of Alaska

**File No: TRS-47-07**  
Arkansas Deaf and Hearing Impaired  
State of Arkansas

**File No: TRS-02-07**  
Commission for the Deaf and Hard of Hearing  
State of Arizona

**File No: TRS-32-07**  
California Public Utilities Commission  
State of California

**File No: TRS-23-07**  
Colorado Public Utilities Commission  
State of Colorado

**File No: TRS-48-07**  
Connecticut Department of Public Utility  
State of Connecticut

**File No: TRS-35-07**  
Delaware Public Service Commission  
State of Delaware

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<sup>6</sup> Each comment was directed to a specific state program, and requested that the Commission review the STS outreach activities of the specified state prior to granting certification. The Commission received the following number of comments regarding the following states: California- 36, Colorado- 2, Georgia- 1, Hawaii- 4, Illinois- 5, Kansas- 2, Massachusetts- 1, Minnesota- 1, Montana- 5, Nebraska-1, New Jersey- 1, New Mexico- 1, New York- 3, Ohio- 2, Oregon- 2, Pennsylvania- 1, South Carolina- 2, South Dakota- 1, Vermont- 1, Virginia- 3, Washington- 1, Wisconsin- 8.

<sup>7</sup> See 47 C.F.R. § 64.604(c)(3) Public Access to Information. This rule states, “[c]arriers, through publication in their directories, periodic billing inserts, placement of TRS instructions in telephone directories, through directory assistance services, and incorporation of TTY numbers in telephone directories, shall assure that callers in their service areas are aware of the availability and use of all forms of TRS. Efforts to educate the public about TRS should extend to all segments of the public, including individuals who are hard of hearing, speech disabled, and senior citizens as well as members of the general population. In addition, each common carrier providing telephone voice transmission services shall conduct, not later than October 1, 2001, ongoing education and outreach programs that publicize the availability of 711 access to TRS in a manner reasonably designed to reach the largest number of consumers possible.”

**File No: TRS-49-07**  
Public Service Commission  
District of Columbia

**File No: TRS-51-07**  
Georgia Public Service Commission  
State of Georgia

**File No: TRS-43-07**  
Idaho Public Service Commission  
State of Idaho

**File No: TRS-08-07**  
Indiana Telephone Relay Access Corporation  
State of Indiana

**File No: TRS-07-07**  
Kansas Relay Services, Inc.  
State of Kansas

**File No: TRS-13-07**  
Louisiana Relay Administration Board  
State of Louisiana

**File No: TRS-33-07**  
Telecommunications Access of Maryland  
State of Maryland

**File No: TRS-54-07**  
Michigan Public Service Commission  
State of Michigan

**File No: TRS-55-07**  
Mississippi Public Service Commission  
State of Mississippi

**File No: TRS-56-07**  
Telecommunications Access Program  
State of Montana

**File No: TRS-25-07**  
Relay Nevada  
State of Nevada

**File No: TRS-45-07**  
New Jersey Board of Utilities  
State of New Jersey

**File No: TRS-16-07**  
New York State Department of Public Service  
State of New York

**File No: TRS-50-07**  
Florida Public Service Commission  
State of Florida

**File No: TRS-22-07**  
Hawaii Public Utilities Commission  
State of Hawaii

**File No: TRS-10-07**  
Illinois Commerce Commission  
State of Illinois

**File No: TRS-03-07**  
Iowa Utilities Board  
State of Iowa

**File No: TRS-52-07**  
Kentucky Public Service Commission  
Commonwealth of Kentucky

**File No: TRS-53-07**  
Maine Public Utilities Commission  
State of Maine

**File No: TRS-34-07**  
Department of Telecommunications and Energy  
Commonwealth of Massachusetts

**File No: TRS-39-07**  
Minnesota Department of Commerce  
State of Minnesota

**File No: TRS-15-07**  
Missouri Public Service Commission  
State of Missouri

**File No: TRS-40-07**  
Nebraska Public Service Commission  
State of Nebraska

**File No: TRS-42-07**  
New Hampshire Public Service Commission  
State of New Hampshire

**File No: TRS-14-07**  
Commission for the Deaf and Hard of Hearing  
State of New Mexico

**File No: TRS-30-07**  
Department of Health and Human Service  
State of North Carolina

**File No: TRS-12-07**  
Information Technology Department  
State of North Dakota

**File No: TRS-37-07**  
Public Utilities Commission of Ohio  
State of Ohio

**File No: TRS-57-07**  
Oklahoma Telephone Association  
State of Oklahoma

**File No: TRS-36-07**  
Oregon Public Utilities Commission  
State of Oregon

**File No: TRS-58-07**  
Pennsylvania Bureau of Consumer Services  
Commonwealth of Pennsylvania

**File No: TRS-28-07**  
Telecommunications Regulatory Board  
Puerto Rico

**File No: TRS-59-07**  
Division of Public Utilities and Carriers  
State of Rhode Island

**File No: TRS-11-07**  
South Carolina Office of Regulatory Staff  
State of South Carolina

**File No: TRS-60-07**  
Department of Human Services  
State of South Dakota

**File No: TRS-20-07**  
Tennessee Regulatory Authority Services  
State of Tennessee

**File No: TRS-17-07**  
Texas Public Utility Commission  
State of Texas

**File No: TRS-61-07**  
Virgin Islands Public Services Commission  
U.S. Virgin Islands

**File No: TRS-09-07**  
Utah Public Service Commission  
State of Utah

**File No: TRS-44-07**  
Vermont Department of Public Service  
State of Vermont

**File No: TRS-04-07**  
Department of the Deaf and Hard of Hearing  
Commonwealth of Virginia

**File No: TRS-27-07**  
Office of the Deaf and Hard of Hearing  
State of Washington

**File No: TRS-06-07**  
Public Service Commission of West Virginia  
State of West Virginia

**File No: TRS-01-07**  
Wisconsin Department of Administration  
State of Wisconsin

**File No: TRS-18-07**  
Division of Vocational Rehabilitation  
State of Wyoming

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