

State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** April 21, 2017

**TO:** Office of Commission Clerk (Stauffer)

**FROM:** Office of Telecommunications (Bates, Fogleman, Long, Williams)  
Office of the General Counsel (Page) *PHP SML*

**RE:** Docket No. 170039-TP – Request for submission of proposals for relay service, beginning in March 2018, for the deaf, hard of hearing, deaf/blind, or speech impaired, and other implementation matters in compliance with the Florida Telecommunications Access System Act of 1991.

**AGENDA:** 05/04/17 – Regular Agenda – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Patronis

**CRITICAL DATES:** The current contract with Sprint expires February 28, 2018. Significant time is needed to issue the RFP, evaluate proposals, and to set-up the system.

**SPECIAL INSTRUCTIONS:** Anticipate the need for sign language interpreters and assisted listening devices. Please place near the beginning of the agenda to reduce interpreter costs.

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## **Case Background**

The existing Florida relay service provider contract expires February 28, 2018. On February 24, 2017, Sprint provided written notice to the Florida Public Service Commission (FPSC or Commission) that it does not intend to extend the relay provider contract into the option period when the existing contract to provide relay service in Florida expires.

This recommendation proposes that the Commission approve the attached Request for Proposals (RFP) (Attachment A) to provide a telecommunications relay service system in Florida. If approved, the RFP will be issued no later than May 11, 2017, with the proposals due by June 16, 2017. The tentative schedule calls for the Commission to select a provider at the September 7, 2017 Agenda, and for the provider to begin providing service on March 1, 2018.

The RFP describes a relay service in compliance with the Florida Telecommunications Access System Act (TASA), Chapter 427, Part II, Florida Statutes, the Federal Americans with Disabilities Act of 1990, 42 USC §12101, and Federal Communications Commission regulations on relay service, 47 CFR Part 64. The RFP mandates many features for relay service including 24 hour a day service every day of the year, answering time and blocking standards, confidentiality conditions, procedures for relaying a call giving substantial control to the user as to how the call is handled, communications assistant and provider requirements, and provisions for complaint resolution and consumer input. In addition, the RFP allows a bidder to provide unsolicited features as part of its basic relay service for which additional evaluation points may be awarded.

The Commission shall award the contract to the bidder whose proposal is the most advantageous to the state, taking into account the factors in Section 427.704(3)(a), Florida Statutes:

- a. The appropriateness and accessibility of the proposed telecommunications relay service for the citizens of the state, including persons with hearing and/or speech loss;
- b. The overall quality of the proposed telecommunications relay system;
- c. The charges for the proposed telecommunications relay service system;
- d. The ability and qualifications of the bidder to provide the proposed telecommunications relay service system as outlined in the RFP;
- e. Any proposed service enhancements and technological enhancements which improve service without significantly increasing cost;
- f. Any proposed inclusion of provision of assistance to deaf persons with special needs to access the basic telecommunications system;
- g. The ability to meet the proposed commencement date for the Florida Relay Service; and

- h. All other factors listed in the RFP.

Each bidder will be required to submit its Proposal on the basis of a charge per billable minute for a three-year contract with the option of four one-year extensions. The price proposal must be submitted in a sealed envelope separate from the technical proposal.

The RFP also provides for a point system for evaluating the proposals. A weight of 50% will be given to the technical aspect of the proposal and a weight of 50% will be given to the price aspect of the proposal.

A Bidders' Conference was held on March 23, 2017. During the Conference, staff conducted a detailed walk-through of the draft RFP and allowed participants to ask questions and present suggested changes. In addition, staff allowed Conference participants, TASA Advisory Committee members, and all interested persons to submit suggested changes to the Draft RFP for staff's consideration. Staff has addressed all suggested changes, and has presented its basis for acceptance or denial in Issue One of the recommendation.

The FPSC has authority over TASA under Chapter 427, Florida Statutes. TASA became effective May 24, 1991, and is found in Chapter 427, Part II of the Florida Statutes.

## Discussion of Issues

**Issue 1:** Should the RFP be issued?

**Recommendation:** Yes. The Commission should issue the RFP, as set forth in Attachment A. (Bates, Fogleman, Long, Page, Williams)

**Staff Analysis:** The RFP (Attachment A) was drafted to describe as specifically as possible the relay service that should be provided. The RFP includes services currently being provided by Sprint and complies with Federal Communications Commission regulations. The RFP is substantially similar to the RFP issued by the Commission in June 2014. Staff is recommending the following substantive modifications to the June 2014 RFP:

(a) Section A.21. Limited Liability

Sprint suggests incorporating Section 427.707, Florida Statutes, into the RFP. Section 427.707, Florida Statutes, states that neither the Commission nor the provider shall be liable for any action arising out of the operation of the Telecommunications Relay System, except where there is malicious purpose. Staff believes that the provisions of Section 427.707, Florida Statutes, should be stated in the RFP and this language has been added.

(b) Section A.34. Liquidated Damages for Failure to Initiate Services on Time or to Provide Contracted Services for the Life of the Contract

Sprint suggests that the RFP be clarified by stating that the imposition of liquidated damages is subject to Section A.33, on Force Majeure. Staff agrees and this statement is provided in the language of Section A.34 on Liquidated Damages. Sprint also suggests that paragraph f. of Section A.34 of the RFP be eliminated. This section of the RFP gives the Commission the right to require payment by the provider of liquidated damages in the amount commensurate with the duration and extent of the system deficiencies when the provider fails to provide contracted services for the life of the contract. Staff believes that subsection (f) should not be eliminated because of the essential nature of the services offered by the provider.

(c) Sections B.40-B.45. Billing

Hamilton and Sprint suggest that bidders who obtain an FCC waiver of Sections 64.604(b)(3) and 64.604(a)(3)(ii) of the FCC's TRS Rules should be granted exemption from the terms of Sections 40-45 of the RFP. In addition, they suggest that in accordance with the August 24, 2016 FCC Order of Interim Waiver of Sections 64.604(b)(3) and 64.604(a)(3)(ii), the provider will provide long distance service to TRS and CTS users at no cost to the users. Further, it was suggested that language be added to clarify that Operator handled calls from inmates at correctional facilities, payphones, to and from international locations, to Directory Assistance, and calls placed to pay per call services (e.g., 900 numbers) shall be carefully supervised and disconnects made promptly. Staff agrees with Hamilton and Sprint's suggestions. If necessary, the Florida Relay Contract will be amended to reflect any change in the FCC's temporary waiver at the appropriate time.

(d) Section B.48. IP-Relay Service, IP-Captioned Telephone Service, and Video Relay Service

Staff agrees with a suggestion to replace “IP” with “IP-Relay Service” and “IP-Captioned Telephone Service” in the heading to more clearly present the services.

Below are additional suggested changes to the RFP considered by staff:

- (a) Staff considered a suggestion to Section A.6.f. Definitions/Acronyms to change the Blocked Call definition to calls “blocked by the relay platform” rather than the underlying carrier. Staff does not agree with the suggestion because it may have a negative impact on service quality.
- (b) Upon mutual agreement between the FPSC and the provider, the Contract allows the term to be extended for up to four additional one year periods subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Staff considered a suggestion to amend Section A.9 to add language to allow bidders to bid a price for one or more of the optional four year periods. Under the suggested amendment, bidders would be required to bid a fixed price for the initial three year period and could offer rates for the option years. It is staff’s position that the process currently in place operates effectively. Staff is concerned that awarding points for the optional years could affect the outcome of the RFP without the ability to enforce the rates in those optional years. Specifically, either the carrier that is selected or the FPSC can elect to cancel the contract at the end of the initial term. Thus a carrier could propose an unrealistically low rate to maximize its points for the optional year without any consequence of actually have to provide service at that rate.
- (c) Staff reviewed a suggestion on Section A.20 to change the order of precedence in case of a conflict between the bidder’s response to the Request for Proposals and the Request for Proposals. It was recommended that the bidder’s response to the Request for Proposals take priority over the terms of the Request for Proposals. Staff believes that the order of priority expressed in the Agreement signed by both parties is the correct order of priority. When a conflict occurs between the Request for Proposals and the bidder’s response to the Request for Proposals, the Agreement states that the inconsistency shall be resolved by giving precedence in the following order:
  - The terms and conditions contained in the Agreement
  - The RFP
  - Relay Provider's response
  - Responses to Questions for RFP
- (d) Staff considered a suggestion to Section A.23 of the RFP to change the amount of time required to cure a breach of the contract from 14 days to 30 days in the Cancellation/Availability of Funds section. Staff disagrees since a breach of the contract may affect the health, safety, and welfare of approximately three million deaf or hard of

hearing Florida citizens. Staff believes it is necessary to cure a breach as soon as possible, but no later than 14 days after being provided written notice.

- (e) Staff considered a suggestion that the requirement to destroy documents be performed by the provider upon written request by the Commission. Staff believes that the written request is not prescribed by Chapter 119, Florida Statutes. The requirement would also impose an additional responsibility on the Commission to notify the provider of the statutory mandate to destroy records upon completion of the contract.
- (f) Staff also considered a suggestion for a provision in the RFP allowing the provider to suspend or terminate the provision of products or services in the event of an uncured breach by the Commission. Staff disagrees with this suggestion since Dispute Resolution is addressed in Section A.30 of the RFP and invoice disputes are addressed in Section B.51 of the RFP titled "Submission of Monthly Invoice."
- (g) Staff reviewed a proposal to allow ANI-based billing<sup>1</sup> for captioned telephone service in Section B-20. However, by Order PSC-10-0152-PAA-TP, issued March 15, 2010, the Commission stated that "...Florida's CapTel service no longer allows Roaming or Guest Options." Allowing ANI-based billing would permit out-of-state residents to bring their CapTel phones into Florida and have Florida be billed for their intrastate calls, which would be a violation of this Order.
- (h) Staff examined a suggestion to revise the blockage requirement in Section B.28. It was suggested that the Commission delete the last sentence of the requirement ("Calls that are blocked must receive a network blockage signal of 120 interruptions per minute."). Staff believes the network blockage signal is needed to help inform users that a blockage has occurred. Blockages can be prevented by the provider by adding more trunk capacity.
- (i) Staff studied a proposal to add additional language to the RFP addressing the provider's waiver of warranties and assignment of the contract. Staff believes the proposed changes could create ambiguity with other contract terms as to which party to the contract has liability. Specific provisions regarding quality of product may also conflict with other existing terms of the contract. Staff also believes that the provider's right to assign the contract could be detrimental to the needs of the telecommunications relay system users.

Staff recommends that the Commission issue the RFP, as set forth in Attachment A.

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<sup>1</sup> Automatic number identification (ANI) is a feature of a telecommunications network for automatically determining the origination telephone number on toll calls for billing purposes.

Date: April 21, 2017

**Issue 2:** Should this docket be closed?

**Recommendation:** No. (Page)

**Staff Analysis:** Rather than a Commission order being issued on this contractual matter, the RFP should be issued pursuant to Section 120.57(3), Florida Statutes. This docket should remain open throughout the life of the contract, and the provider should be selected to begin providing service on March 1, 2018.

**STATE OF FLORIDA**

**FLORIDA PUBLIC SERVICE COMMISSION**

**REQUEST FOR PROPOSALS**

**TO PROVIDE**

**TELECOMMUNICATIONS RELAY SERVICE IN**

**FLORIDA**



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## **REQUEST FOR PROPOSALS**

### **A. ADMINISTRATIVE REQUIREMENTS AND PROCEDURES**

#### **1. Issuing Entity and Point of Contact**

This Request For Proposals (RFP) is issued by the Florida Public Service Commission (FPSC). The FPSC's Proposals Review Committee (PRC) Chairman is the sole point of contact concerning this RFP and all communications must be made through the Chairman, Curtis Williams. Mailed correspondence must be addressed to Curtis Williams, c/o Ms. Carlotta Stauffer, Director, Office of Commission Clerk, Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850 and should reference Docket No. 170039-TP. The PRC Chairman can be contacted at (850) 413-6924 and facsimile correspondence should be directed to (850) 413-6925. E-mail should be directed to the PRC Chairman at [cjwillia@psc.state.fl.us](mailto:cjwillia@psc.state.fl.us).

#### **2. Purpose**

The purpose of this RFP is to contract for a Florida Relay Service (FRS) System that meets the needs of the people of the State of Florida pursuant to the Telecommunications Access System Act of 1991 (Chapter 427, Florida Statutes) and which satisfies or exceeds the relay system certification requirements of the Federal Communications Commission under the Americans with Disabilities Act. Bidders must comply with the requirements of both laws.

Section E, Table 1 of this RFP contains a summary of the captioned telephone intrastate billable minutes and TRS intrastate billable minutes provided by the current relay provider concerning the Florida relay traffic for the months of March 2016 through March 2017. Section E, Table 2 of this RFP contains a summary of the Florida intrastate and interstate session minutes for the months of March 2016 through March 2017. The bidder assumes all responsibility for the accuracy of data from these reports and billable minute information in using them for bidding purposes.

#### **3. Other Applicable Laws/Legal Considerations**

This RFP, and any resulting contract, shall be governed by the laws of the State of Florida. The bidders and provider shall comply with applicable federal, state, and local laws and regulations.

The contract shall be construed according to the laws of the State of Florida. Any legal proceedings against any party relating to or arising out of the RFP or any resultant contract or contractual relation shall be brought in State of Florida administrative or judicial forums. The venue will be Leon County, Florida.

#### **4. Scope**

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

#### **5. FCC Authority to Provide Relay Services**

The provider shall have the necessary FCC authority or only use, for relay service, telecommunications providers that have the necessary FCC authority to provide interstate and international service.

#### **6. Definitions/Acronyms**

The following terms, when used in this RFP, have the meaning shown below.

a. Abandoned Calls – Calls reaching the relay switch and terminated by the caller before a communications assistant answers regardless of the amount of time that has elapsed since the call reached the relay switch.

b. Administrator – A not-for-profit corporation incorporated pursuant to the provisions of Chapter 617, Florida Statutes, and designated by the FPSC to administer the telecommunications relay service system and the distribution of specialized telecommunications devices pursuant to Section 427.703(1), Florida Statutes.

c. Advisory Committee – A group created by Section 427.706, Florida Statutes, and consisting of up to ten individuals named by the FPSC for the purposes described in Chapter 427, Florida Statutes.

d. Answer Time – The point in the progression of inbound calls beginning when it arrives at the call center switch until it is routed to a communications assistant.

e. Billable Minutes – For the purpose of calculating and rendering bills to the Administrator pursuant to Section 427.704(2), Florida Statutes, billable minutes is the elapsed time between the time the incoming call enters the Florida Relay System provider's relay center switch and the completion of relay service. Total session time shall be rounded to the nearest one-tenth of a minute or less per session and the time for all call sessions shall be added together for all incoming calls during the month to produce the total billable minutes per month. The total of billable minutes for the month shall be rounded to the nearest one-tenth of a minute. In a

session which includes a mix of intrastate toll or local calls and interstate or international calls, the time associated with the interstate or international calls shall not be included in the billable time for that call session.

- f. Blocked calls – Calls blocked by the carrier’s 800 number network.
- g. Communications Assistant (CA) - A person who relays conversation to and from users of a relay system.
- h. Deaf – Having a permanent hearing loss and being unable to discriminate speech sounds in verbal communication, with or without the assistance of amplification devices.
- i. Dual Sensory Loss – Having both a permanent hearing loss and a permanent visual impairment and includes deaf/blindness.
- j. Electronic Posting - The Florida Department of Management Service's Vendor Bid System website located at [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu).
- k. FPSC - Florida Public Service Commission.
- l. General Assistance Calls – Incoming calls to the CA that are not associated with an outgoing relay call. Such calls may provide information about using relay or other types of calls that are normally handled by customer service.
- m. Hard of Hearing – Having a permanent hearing loss which is severe enough to necessitate the use of amplification devices to discriminate speech sounds.
- n. Hearing Loss or Hearing Disabled – Being deaf or hard of hearing and includes dual sensory impairment.
- o. Hearing Carry-Over (HCO) – A feature that allows people who are speech disabled to use their hearing abilities to listen directly to their party. The CA voices the typed responses from the HCO user to the hearing person, who then speaks directly to the HCO user without CA interaction.
- p. Incoming Call – An incoming call refers to the portion of the communications connection from the calling party to the relay service center. An incoming Telecommunications Device for the Deaf (TDD) call is a call originated by a TDD user. An incoming telephone call is a call originated by a telephone user. An incoming call includes calls to the relay service telephone number for completing a relay call as well as general assistance calls.

q. Minor Irregularity – A variation from the request for proposals terms and conditions which does not affect the price of the proposal, give the bidder an unfair advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the FPSC.

r. Outgoing Call – An outgoing call refers to the portion of the communications connection from the relay service center to the called party. An outgoing TDD call is a call to a TDD user. An outgoing telephone call is a call to a telephone user.

s. Provider – The entity with whom the FPSC contracts to provide Florida Relay Service.

t. Proposals Review Committee (PRC) – The PRC consists of designated FPSC staff and designated members of the Advisory Committee.

u. Session Minutes – Session minutes include the entire time that the relay call is connected to the communication assistant, including the time used to set up the call until the time the communications assistant disconnects the last party.

v. Speech Impaired or Speech Disabled – Having a permanent loss of verbal communications ability which prohibits normal usage of a standard telephone set as stated in Section 427.703(10), Florida Statutes.

w. Speech to Speech (STS) – A service that enables a person with speech disabilities to use relay service with his own voice or voice synthesizer, rather than using a TDD. A specially trained CA functions as a human translator for people with speech disabilities who have trouble being understood on the telephone. The STS CA repeats the words of the speech disabled user to the other party on the call.

x. Telecommunications Device for the Deaf (TDD or TTY) – A mechanism which is connected to a standard telephone line, operated by means of a keyboard, and used to transmit or receive signals through telephone lines. The term includes mechanisms equipped with sight assisting devices such as a large print screen or Braille printer and also includes computers as stated in Section 427.703(14), Florida Statutes.

y. User - Includes either the calling or called party in a relay call.

z. Video Relay – Video relay interpreting allows the caller, utilizing video conferencing facilities, to use sign language to communicate with the CA who voices the call to the hearing person at the receiving end.



aa. Voice Carry-Over - A feature that enables a user with a hearing disability to utilize his useable speech for direct expression of voice communications and to use the CA for conversion of the other user's communications from voice to TDD.

## **7. Key Dates**

The following dates are target dates. The FPSC and the PRC Chairman reserve the right to change the dates. Any change to the dates shall be accomplished by addendum.

Release Request for Proposals..... by May 11, 2017  
Clarifying Questions Submitted in Writing to  
PRC Chairman 3:00p.m. EDT.....by May 25, 2017  
Answers to Clarifying Questions.....by June 2, 2017  
TECHNICAL AND PRICE PROPOSAL  
DUE DATE & TIME 3:00p.m. EDT..... by June 16, 2017  
Performance Bond Due ..... Upon Execution of Contract  
Begin Service .....March 1, 2018

## **8. Commencement Date**

The commencement date for the service is March 1, 2018. Bidders shall provide a work schedule showing how they can meet that deadline and shall provide a statement that they can provide the complete service on March 1, 2018.

## **9. Term of Contract**

The term of the Contract will be an initial three year period. Upon mutual agreement between the FPSC and the provider, the Contract may allow for the term to be extended for up to four additional one year periods subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any extension is subject to the availability of funds and contingent upon satisfactory performance by the provider. The provider shall notify the Commission of its desire to extend service by March 1 the year before the current service period expires. For example, if the contract service period is due to expire on February 28, 2021, the provider should notify the FPSC by March 1, 2020, that it desires a one year extension of service.

#### **10. Restrictions on Communications**

From the issue date of this RFP until the staff recommendation on the award of the contract is filed in the docket file, bidders are not to communicate with any FPSC Commissioner, staff member, or Advisory Committee member regarding this RFP except for:

a. Written correspondence to or from the PRC Chairman for clarifying questions only regarding the Commission-approved RFP. All written questions must be submitted to the PRC Chairman by 3:00 pm EDT, May 25, 2017, and written answers to the questions will be posted in Docket No. 170039-TP and on the Florida Department of Management Services Vendor Bid System ([http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu)) by June 2, 2017. No changes to the Commission-approved RFP will be considered.

b. Oral discussions at an oral interview or site visit pursuant to Section A.

After the recommendation for award is filed, there will be no oral or written communication with FPSC staff, including the PRC Chairman, or any member of the FPSC concerning the RFP. Written correspondence submitted to the docket file for the sole purpose of identifying a mathematical error will be reviewed by appropriate FPSC staff.

For breach of this provision, the FPSC reserves the right to reject the proposal.

#### **11. Modifications, Withdrawals, and Late Proposals**

Proposals may only be modified or withdrawn by the bidder up to the established filing date and time. It is the responsibility of the bidder to ensure that the proposal is received by the Office of Commission Clerk on or before the proposal due date and time. Both the technical and price proposals must be filed by June 16, 2017, at 3:00 p.m. EDT. Late proposals will not be accepted.

#### **12. Bidding Costs**

Neither the FPSC, nor the Florida Relay System, is liable for any costs incurred by a bidder in conjunction with the development of its bid.

#### **13. Rejection of Proposals, Correction of Errors**

The PRC Chairman and the FPSC reserve the right to reject any or all proposals and to cancel the RFP. The FPSC reserves the right to allow a bidder to correct minor irregularities upon notification by the PRC Chairman. A bidder may not modify its bid after opening; however, calculation or typographical errors may be corrected by the FPSC.

#### **14. Public Availability of Proposals, News Releases and Public Announcements**

The technical proposals will each be made available to the general public within 10 days after each is opened. The price proposals will not be opened until after the technical proposals have been evaluated. Such price proposals will be made available after the staff recommendation for award is filed. The FPSC may issue press releases or public announcements concerning filed proposals or the bid process.

#### **15. Protests**

Failure to file a protest of either the RFP or the letter of intent within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **16. Letter of Intent/Notification to Bidders**

Upon selection of a potential provider by the FPSC, the FPSC will issue a letter of intent to the potential provider. The electronic posting of the Notice of Intent to Award is the point of entry to protest the award pursuant to Section 120.57(3), Florida Statutes. A contract shall be completed and signed by all parties concerned within thirty (30) days of mailing the letter of intent. If this date is not met, through no fault of the FPSC, the FPSC may elect to cancel the letter of intent and make the award to another bidder.

All bidders will receive a copy of the letter of intent by certified mail, return receipt requested.

#### **17. Award of Contract**

The FPSC shall award the contract to the bidder whose proposal is the most advantageous to the state, taking into account the following considerations in Section 427.704(3)(a), Florida Statutes:

- a. The appropriateness and accessibility of the proposed telecommunications relay service for the citizens of the state, including persons who are deaf, hard of hearing, or speech impaired.
- b. The overall quality of the proposed telecommunications relay system.
- c. The charges for the proposed telecommunications relay service system.
- d. The ability and qualifications of the bidder to provide the proposed telecommunications relay service system as outlined in the RFP.

- e. Any proposed service enhancements and technological enhancements which improve service without significantly increasing cost.
- f. Any proposed provision of assistance to deaf persons with special needs to access the basic telecommunications system.
- g. The ability to meet the proposed commencement date for the FRS.
- h. All other factors listed in the RFP.

#### **18. Award Without Discussion**

The FPSC reserves the right to make an award without discussion of proposals with the bidder. Therefore, it is important that each technical and price proposal be submitted in the most complete, understandable, and accurate manner possible.

#### **19. Oral Interviews/Site Visits/Written Data Requests**

Bidders may be asked to participate in oral interviews, respond to a written data request, make their facilities available for a site inspection by the PRC or make their financial records available for a FPSC audit. Such interviews, site visits, and/or audits will be at the bidder's expense except that the PRC will pay for its own expenses (transportation, meals, housing, etc.). Bidders should come to oral interviews prepared to answer the PRC's questions and the bidder's primary contact person (person signing the letter of transmittal accompanying the RFP or his designee) shall be present at all meetings with the PRC or FPSC.

#### **20. Contract Document**

The successful bidder will be required to sign a contract which will include the following elements.

- a. The RFP.
- b. The bidder's proposal in response to the RFP.
- c. A document identifying any clarifications to the proposal and any unsolicited items contained in the proposal and desired by the FPSC to be included in the FRS.

All of the above items together will constitute a complete initial contract that will be executed by the FPSC's Executive Director on behalf of the FPSC.

## **21. Limited Liability**

Neither the Commission, its Advisory Committee, the Administrator, the PRC and the provider of the telecommunications relay service, nor any agent, employee, representative, or officer of the foregoing shall be liable for any claims, actions, damages, or causes of action arising out of or resulting from the establishment, participation in, or operation of the telecommunications relay service, except where there is malicious purpose or wanton and willful disregard of human rights, safety, or property in the establishment, participation in, or operation of the telecommunications relay service. To the fullest extent permitted by law, all prospective service providers and their assigns or successors by their participation in the RFP process, shall indemnify, save and hold the FPSC and its employees and agents, including the Advisory Committee and PRC, free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses, and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of the RFP and/or any subsequent acts related thereto, including, but not limited to, the recommendation of a bidder to the FPSC and any action brought by an unsuccessful bidder. This is a statutory requirement that will not be amended or waived.

## **22. Disclaimer**

All information contained in the RFP, including any amendments and supplements thereto, reflects the best and most accurate information available to the FPSC at the time of the RFP preparation. No inaccuracies in such information shall constitute a basis for change of the payments to the provider or a basis for legal recovery of damages, either actual, consequential, or punitive.

## **23. Cancellation/Availability of Funds**

The FPSC shall have the right to unilaterally cancel, terminate, or suspend any ensuing contract, in whole or in part, by giving the provider 60 calendar day's written notice by certified mail, return receipt requested, or in person with proof of delivery. If a breach of the contract by the provider occurs, the FPSC will provide written notice to the provider, and allow 14 days to cure the breach. If a breach of the contract is not cured within the 14 days, the FPSC may, by written notice to the provider, terminate the contract upon 24 hours notice. The provisions herein do not limit the FPSC's right to remedies at law or to damages.

Pursuant to Rule 25-25.013, F.A.C., on multi-term contracts, this contract is subject to the availability of funds.

#### **24. Public Bidder Meetings and Proprietary/Confidential Information**

Written requests for confidentiality shall be considered by the FPSC as described in Section 364.183, Florida Statutes. Rule 25-22.006, F.A.C., should be followed in making a request.

Meetings held between the FPSC or PRC and the bidder shall be open to the general public. Should the need arise to discuss any confidential materials, the FPSC or PRC will attempt to hold such a discussion by referring to the confidential material in a general way without closing the meeting. All meetings with bidders will be transcribed.

#### **25. Public Records**

All material submitted regarding this RFP becomes the property of the FPSC and subject to Chapter 119, Florida Statutes, (Public Records Law). The PRC reserves the right to use any or all information/material presented in reply to the RFP, subject to any confidentiality granted via Chapter 364 and Chapter 427, Florida Statutes. Disqualification of a bidder does not eliminate this right.

Unless otherwise exempt from disclosure under Chapter 119, Florida Statutes, or Section 24(a) of Article I of the State of Florida Constitution, all documents qualifying as public records shall be made available by the provider to the requestor, for public inspection. The FPSC may unilaterally cancel the contract for refusal by the provider to allow such public access. The provider must:

- a. Keep and maintain public records required by the FPSC in order to perform the service.
- b. Upon request from the FPSC's custodian of records, provide the FPSC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Public Records Law or as otherwise provided by law. A provider who fails to provide public records to the FPSC may be subject to penalties under Section 119.10, Florida Statutes.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the provider does not transfer the records to the FPSC.
- d. Upon completion of the contract, transfer, at no cost, to the FPSC all public records in possession of the provider or keep and maintain public records required by the FPSC to perform the contract. If the provider transfers all public records to the FPSC upon completion of the contract, the provider shall destroy any duplicate records

that are exempt or confidential and exempt from public records disclosure requirements. If the provider keeps and maintains public records upon completion of the contract, the provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the FPSC in an Adobe PDF format.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 413-6770, [clerk@psc.state.fl.us](mailto:clerk@psc.state.fl.us), 2540 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-0850.**

The FPSC and the provider acknowledge that this contract, including all elements identified in section A. 20 of this RFP, is a public record, is available to the public for inspection, and may be posted on a web site by the State of Florida.

## **26. Non-Collusion**

By submitting a proposal, the bidder affirms that the proposed bid prices have been arrived at independently without collusion, consultation, or communications with any other bidder or competitor, that the said bid prices were not disclosed by the bidder prior to filing with the FPSC, and that no attempt was made by the bidder to induce any other person, partnership or corporation, to submit or not submit a proposal.

## **27. Changes in the Contract**

Any change in the contract shall be accomplished by a formal written contract amendment signed by the authorized representatives of both the FPSC and the provider. No other document or oral communications shall be construed as an amendment to the contract.

## **28. Conflict of Interest/Standards of Conduct**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, (Public Officers and Employees), and Chapter 350, Florida Statutes (Standards of Conduct). All bidders shall disclose with their bid the name of any officer, director, or agent, who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee who owns, directly or indirectly, an interest of five percent or more in the bidder's firm or any of its branches.

## **29. Minority Business**

It is the policy of the FPSC to encourage participation by minority business enterprises (as defined in Section 287.012, Florida Statutes) in FPSC contracts. If two identical bids/proposals to an invitation for bids or request for proposals are received and one

response is from a minority owned company, the FPSC shall enter into a contract with the minority owned company. If applicable, the bidder shall include in its proposal evidence that it meets the definition of a minority business.

### **30. Dispute Resolution**

Any dispute concerning performance of the Contract shall be decided by the FPSC or the FPSC's designated Contract manager, who shall reduce the decision to writing and serve a copy on the provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the provider files with the FPSC a petition for administrative hearing. The FPSC's decision on the petition shall be final, subject to the provider's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120, Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

### **31. Waiver**

The delay or failure by the FPSC to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of FPSC's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

### **32. Severability**

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **33. Force Majeure, Notice of Delay, and No Damages for Delay**

The provider shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the provider or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the provider's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the provider. In case of any delay the provider believes is excusable, the provider shall notify the FPSC in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay



first arose, if the provider could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the provider first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE PROVIDER'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.

Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the FPSC. The provider shall not be entitled to an increase in the Contract price or payment of any kind from the FPSC for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the provider shall perform at no increased cost, unless the FPSC determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the FPSC may (1) accept allocated performance or deliveries from the provider, or (2) purchase from other sources (without recourse to and by the provider for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

#### **34. Liquidated Damages for Failure to Initiate Services on Time**

Implementation of the Florida Relay Service in a timely matter is essential. Failure by the provider to implement the service by March 1, 2018, shall be considered a significant and material breach of the Contract. For each day the service is delayed, the provider shall pay to the Administrator, for deposit in its operating fund, the sum of \$25,000.

Liquidated damages may accrue up to the following amounts for each breach. Liquidated damages for any particular month may not exceed the actual monthly revenue from the provision of services pursuant to this RFP. For failure to:

- a. Meet answer time requirements - \$5,000/day.
- b. Meet blockage rate or transmission level requirement - \$5,000/day.
- c. Meet complaint resolution requirement - \$1,000/complaint.
- d. Provide timely reports - \$500/day.
- e. Meet minimum typing speed of 60 words per minute on live traditional relay calls - \$5,000/day.

- f. Provide contracted services for the life of the contract, the FPSC reserves the right to require the payment by the provider of liquidated damages in the amount commensurate with the duration and extent of the system deficiencies.

Any liquidated damages may be paid by means of the Administrator deducting the amount of the liquidated damage from a monthly payment to the provider. Such action shall only occur upon order of the FPSC. The Liquidated Damage provisions stated above in this Section A.34 are subject to the Force Majeure provisions in Section A.33.

## **B. THE SERVICE TO BE PROVIDED**

### **1. Overview**

This section of the RFP lists and describes the specific basic features of the relay service required to be provided.

### **2. Scope of Service**

The relay service shall be designed to provide the means by which a deaf, hard of hearing, speech, or dual sensory impaired person using a TTY can communicate over the existing telecommunications network with a non-TTY user (and vice-versa) through the use of the relay system. The service shall also provide other telecommunications services to persons with hearing and speech disabilities as further described below.

The FPSC is interested in procuring a relay service that is as cost efficient as possible while at the same time providing a service as equivalent to standard telecommunications service as possible.

### **3. Access Numbers**

There shall be a single access number for TDD users, a single access number for voice users, a single access number for ASCII users, and a single access number for Spanish users. The TDD access number shall be (800) 955-8771, the voice access number shall be (800) 955-8770, and the ASCII access number shall be (800) 955-1339. The Spanish access number shall be (877) 955-8773. The provider must request FPSC authority to use additional numbers for relay access (e.g. Speech to Speech (STS), other foreign languages, etc.). If a caller calls the wrong access number, the system shall process the call without requiring the caller to redial.

Access shall also be provided via "711" which shall point to the (800) 955-8770 number.

### **4. Availability of the System to Users**

The service shall be designed to relay local, intrastate, interstate, and international calls that originate or terminate in Florida. Relay service shall be available 24 hours per day every day of the year. No restrictions shall be placed on the length or number of calls placed by customers through the relay center.

## **5. Minimum Communications Assistant (CA) Qualifications and Testing**

The provider shall adequately supervise and train its employees to always be courteous, considerate, and efficient in their contact and dealings with its customers and the public in general, and shall conduct periodic evaluations to ensure that courteous service is being rendered.

Bidders shall specify how CAs will meet all necessary proficiency requirements. CAs shall be able to quickly and accurately type TDD relay messages. The provider shall use valid, unbiased tests for CAs on subjects including, but not limited to:

a. Competent skills in typing, grammar, spelling, interpretation of typewritten American Sign Language (ASL), and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.

b. A high school diploma or grade equivalent diploma. In addition, each candidate shall pass a high school level English comprehension and grammar test before being considered for employment.

c. A minimum typing speed of 60 words per minute (wpm) on live traditional relay calls. Technological aids may be used to reach the required typing speed. The provider shall conduct monthly test calls on live calls using a statistically valid sample of their Florida TRS calls, with test results being submitted to the contract administrator on a monthly basis. The provider shall use prepared scripts that reflect a typical conversation and calling through the relay system the same as other live calls. The purpose of these calls will be to ensure all federal and state requirements for relay service are met. The provider shall explain as part of its proposal how it will conduct the test calls to determine the adequacy of service provided by the relay service. The method to be used to determine the typing speed is as follows. Start timing the CA when the CA begins to type the message to the TTY user. Count the number of characters including spaces and divide that number by five to determine the number of words per minute. It shall be the objective of the provider to test each CA at least once yearly. If a CA does not meet the 60 wpm requirement, the CA shall be taken off of live relay calls until further training and compliance can be accomplished.

d. Ethics, e.g., how a CA interacts with clients.

e. Confidentiality.

Any person who has not passed these tests shall not be utilized as a CA.

## **6. Communications Assistant (CA) Training**

Each bidder shall demonstrate in its proposal how ongoing CA training will be provided by including with its proposal an outline of a proposed CA training plan. The provisions for CA training shall include, but not be limited to, an understanding of limited written English and ASL, deaf culture, needs of hearing and speech disabled and dual sensory impaired users, ability to speak in a tone of voice consistent with the intent and mood of the conversation, operation of relay telecommunications equipment, how to handle hearing and Voice Carry-Over, ethics, confidentiality and other requirements of the provider's operating policies and procedures. Training shall include both simulated and live on-line call handling.

## **7. Staff Training**

All relay center staff, including management, shall receive training in ASL, deaf culture, needs of hearing, speech and dual sensory impaired users, ethics, and confidentiality. Each proposal should include an outline of a staff training plan indicating training topics and time frames as well as explaining how individuals or organizations (such as deaf service centers, state agencies, Florida Telecommunications Relay, Inc., universities, etc.) representing the hearing and speech impaired community would be used to assist with the training.

## **8. Counseling of CAs and Staff**

Bidders are required to outline a program for counseling and support that will help CAs and staff deal with the emotional aspects of relaying calls. Those providing this staff support shall have training in dealing with the emotional aspects of handling relay calls. However, in counseling sessions, the CA shall not give to the support person the names of callers involved. The counseling support system shall follow the confidentiality provisions of this RFP.

## **9. Procedures for Relaying Communications**

The system shall be designed to convey the full content of the communications. Unless requested otherwise by a user, the CA shall relay all calls according to the following procedures.

a. The CA is to be identified by a number (not name) followed by "M" if male and "F" if female. The provider shall establish a method which will allow identification of the CA in the event a complaint is filed or a user wants to praise the work of the CA.

b. The user shall be kept informed on the status of the call, such as dialing, ringing, busy, disconnected, or on hold throughout the call session. The

system shall provide feedback to callers on the call status within 10 seconds after a caller has provided the number to call and continue to provide feedback until the call is answered.

c. All users shall have the option of telling the CA how to greet the called party and what aspects of the call that he/she will handle. For example, the TDD user may voice the call (Voice Carry-Over), rather than have the CA do it or the caller may ask that relay be explained as soon as someone answers the call.

d. When the call is first answered, and at all times during the conversation, the system shall type to the TDD user or verbalize to the non-TDD user verbatim what is said or typed unless the relay user specifically requests summarization. If the CA summarizes the conversation, the CA shall inform both parties that the call is being summarized.

e. When the CA is asked to explain relay to a user, the CA shall express the term "explaining relay" to the other user on the call to let them know what is happening rather than transmitting all of the explanation.

f. When speaking for the TDD user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made and conveying the intent and mood of the message. The CA shall also indicate identifiable emotions by typing those in parentheses, (e.g., he's laughing, he's crying). Any identifiable background noises shall be relayed to the TDD user in parentheses. The CA shall identify to the TDD user, if identifiable, the gender of voice users when they first come on the line. All of the above should be done automatically unless the user asks that it not be done.

g. CAs shall indicate to the user, if known, if another person comes on the line.

h. All comments directed to either party by the CA or to the CA by either party shall be relayed. These comments shall be typed in parentheses. However, comments between the CA and a relay user at the beginning of a call which deal with billing information need not be relayed to the other user.

i. CAs shall verify spelling of unfamiliar proper nouns, numbers, addresses, information about drug prescriptions and other unfamiliar words that are spoken and are to be relayed.

j. CAs shall stay on the line for a minimum of ten (10) minutes before allowing a change in CAs. For STS calls, the CA must stay on the line a minimum of twenty (20) minutes. If a user requests that the same CA be used during the entire

conversation, the system shall comply whenever possible until both parties have terminated the call.

k. CAs shall not counsel, offer advice, or interject personal opinions or additional information into any relay call. This also means the CAs shall not make any value judgments on the profanity or obscenity or legality of any messages. Furthermore, the CAs shall not hold personal conversations with anyone calling the system.

l. Users shall not be required to give their names or the name of the party they are calling, unless needed for billing.

m. The system shall transmit conversations between TTY and voice callers in real time.

n. For each incoming call, the CA shall without delay make as many outgoing calls as requested by the caller.

o. If a user requests that a CA of a specific gender be used, the provider shall make best efforts to accommodate the request when a call is initiated and at the time the call is transferred to another CA.

p. The provider shall provide a customer profile database. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.

#### **10. Languages Served**

At all times, the provider shall make available CAs with the capability to provide relay service to users who use either English, Spanish, or ASL on their relay call. Translation from one language to another is not required.

#### **11. Additional Languages Served**

The provider will not be required to serve languages other than English, Spanish, or ASL. However, additional evaluation points may be given for proposals that include how the provider would handle relay calls using one or more additional languages (e.g. French, Haitian Creole, etc.). Additional languages should be identified.

## **12. Shift Advisor/Consultant**

On each shift the provider shall employ in the relay center at least one person who is highly knowledgeable of ASL in order to serve as an advisor/consultant to assist CAs in understanding the intent of messages and properly communicating the full content of communication.

## **13. Confidentiality of Calls**

As required by Section 427.704(1)(c), Florida Statutes, all calls shall be totally confidential; no written or electronic script shall be kept beyond the duration of the call. CAs and supervisory personnel shall not reveal information about the content of any call and, except for the minimum necessary for billing, complaint processing, statistical reporting or training purposes as further described in this RFP, shall not reveal any information about a call. CAs and supervisory personnel shall be required to sign a pledge of confidentiality promising not to disclose the identity of any callers (except for the reasons discussed in this section) or any information learned during the course of relaying calls, either during the period of employment as a CA or after termination of employment.

a. When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:

- (1) Names of the parties on the call.
- (2) Originating or terminating points of specific calls.
- (3) Specifics of the information conveyed.

b. CAs shall not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except as necessary in instances of resolving complaints, bill processing, emergencies, or for training purposes. CAs may discuss a general situation with which they need assistance in order to clarify how to process a particular type of relay call. CAs should be trained to ask questions about procedures without revealing names or specific information that will identify the caller.

c. Watching or listening to actual calls by anyone other than the CA is prohibited except for training or monitoring purposes or other purposes specifically authorized by the FPSC. FPSC staff shall be permitted to observe live calls for monitoring purposes, but shall also comply with the confidentiality provisions above.

d. A copy of the FPSC rules on confidentiality shall be provided to a user upon request and at no cost.



#### **14. Types of Calls to be Provided**

- a. Text-to-voice/voice-to-text. The provider shall transmit conversations between TTY and voice callers in real time.
- b. Voice carry-over (VCO), two-line VCO, VCO-to-TTY, and VCO-to-VCO.
- c. Hearing carry-over (HCO), two-line HCO, HCO-to-TTY, HCO-to-HCO and Captioned Telephone or its equivalent service.

#### **15. Call Release Functionality**

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

The provider shall also immediately release a call when a TTY user using the relay system is inactive for more than thirty (30) seconds.

#### **16. Speed dialing**

A 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.

#### **17. Three-Way Calling Functionality**

A feature that allows more than two parties to be on the telephone line at the same time with the CA.

#### **18. Voicemail and Interactive Menus**

CAs must alert the TRS user of the presence of a recorded message and interactive menus through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. The provider may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.

The bidder shall explain how messages will be left on or retrieved from answering machines and how interaction with voice response units will be accomplished. The bidder shall explain how any access code used to retrieve messages will be confidentially handled.

The bidder shall explain if and how messages will be retrieved from an answering machine if the originating party calling the relay center is at the same location as the answering machine. For example, if a person is at home and cannot retrieve his messages from his own answering machine, how will the relay center accomplish retrieving the message and relaying the information to the deaf or hard of hearing person when only one telephone line exists to the residence?

#### **19. Voice and Hearing Carry-Over**

The provider shall provide both voice and hearing Carry-Over upon request of the user. A TDD user may request Voice Carry-Over (VCO) which will allow him/her to speak directly to the telephone user and receive the message typed back on the TDD. In addition, a TDD user may request Hearing Carry-Over (HCO) which will enable the TDD user to directly hear what the telephone user is saying and type back his/her message, which will be spoken by the operator.

As part of its proposal, the bidder shall describe in detail how incoming 2-line VCO calls will be handled. As part of its proposal the bidder shall also describe in detail how outgoing 2-line VCO calls will be handled.

The provider shall make provision for two persons who have a hearing loss to speak for themselves by means of Voice Carry-Over to Voice Carry-Over (VCO to VCO) and for two persons who are speech disabled to hear for themselves by means of Hearing Carry-Over to Hearing Carry-Over (HCO to HCO).

#### **20. Captioned Telephone Voice Carry-Over**

The provider shall provide as part of its proposal a description of how Captioned Telephone or its equivalent service will be provided, including 2-line captioned service. If an equivalent service is provided, it must be compatible with the existing Captioned Telephone telephones currently in use by end users. The provider shall price the Captioned Telephone service separately from other relay services in its price proposal. No roaming or guest options are to be allowed.

The provider shall conduct monthly test calls on live calls using a statistically valid sample of its Florida captioned telephone calls, with results being submitted to the contract administrator on a monthly basis. The provider shall use prepared scripts that reflect a typical conversation and calling through the relay captioned telephone system the same as other live calls. The purpose of these calls will be to ensure all federal and state requirements for

relay service are met. The provider shall explain as part of its proposal how it will conduct the test calls to determine the adequacy of service provided by the captioned telephone service.

## **21. Turbocode™**

The provider shall provide Turbocode™, or its functionally equivalent, service that allows the relay user to interrupt the CA or other TDD user as part of the basic relay system.

Pricing for this service shall be included in the basic relay price in the bidder's price proposal.

## **22. Speech to Speech**

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

Pricing for STS service shall be included in the basic relay service price in the bidder's price proposal.

## **23. Access to Pay Per Call Services (i.e. 900/976)**

The provider shall provide access to pay per call services such as 900/976 numbers.

The bidder should explain how it will provide relay service users with access to pay per call services. Bidders are to describe how such access can be provided, how callers can disconnect without being charged, and a methodology for billing the user directly for any charges incurred from the pay per call service. The bidder should describe how it would deal with denied pay per call calls and high bill complaints for 900/976 calls. Before placing the call, the CA shall advise the caller that there will be a charge for the call.

The bidder shall explain in the proposal how interstate and intrastate pay per call charges shall be separated for end user payment purposes.

## **24. Caller ID**

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

**25. Last Number Redial**

Last Number Redial allows the caller to have the system dial the last number called via relay without the caller having to give the number to the CA.

**26. Obscenity Directed at the Operator**

CAs do not have to tolerate obscenity directed at them. A proposal shall specify how the provider will handle these situations.

**27. Emergency Calls**

The provider must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner. In addition, a CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

**28. Blockage**

The provider is responsible for ensuring that 99 percent of all calls reaching the provider's relay center per day are either answered or continue to receive a ringing signal. Calls that are blocked must receive a network blockage signal of 120 interruptions per minute.

**29. Answer Time**

The provider is responsible for answering, except during network failure, 85 percent of all calls daily within 10 seconds of reaching the relay switch by any method which results in the caller's call immediately being placed, not put in a queue, or on hold. Elapsed time is calculated from the time inbound calls reach the relay switch. In calculating the percentage of calls meeting the answer time standard, the numerator shall be the total number of calls per day that are answered (with a CA ready to serve) in 10 seconds or less. The denominator shall be the total number of calls per day reaching the relay switch. Answer time shall not be reported as an average speed of answer or by using a weighted service level.

**30. Equipment Compatibility**

It is necessary for the system to be capable of receiving and transmitting in both Baudot and ASCII codes, as well as voice. It is also required that the relay system be capable of automatically identifying incoming TDD signals as either Baudot or ASCII. All equipment

shall be compatible with the basic protocol of TDDs distributed in Florida through the Administrator.

### **31. Transmission Levels**

Transmission levels must be maintained within industry standards as outlined in the American National Standards Institute (ANSI) – Network Performance – Switched Exchange Access Network Transmission specifications (ANSI T1.506-1997). The provider must provide updates to those standards as amended by ANSI during the term of the contract and must meet the amended standards.

### **32. Measuring Equipment Accuracy**

Every meter, recording and ticketing device used to capture call details for billing subscribers or the FPSC/Administrator as well as for providing traffic information shall be tested prior to its installation and shall be accurate 97 percent of the time to within a one second grace period. All equipment shall be maintained in a good state of repair consistent with safety and adequate service performance. Quarterly testing of the measuring equipment accuracy shall be performed by the provider and files should be maintained for the duration of the contract for FPSC review upon request.

### **33. Emergency Operations and Uninterruptible Power**

In addition to a minimum of thirty (30) minutes battery capacity sufficient to operate each relay center processing Florida relay traffic at busy season busy hour load, each relay center shall have installed emergency power generating equipment capable of maintaining the relay center's operations. The uninterruptible power system shall support the switch system and its peripherals, switch room environmental (air conditioning, fire suppression system, emergency lights and system alarms), operator consoles/terminals, operator worksite emergency lights, and Call Detail Record recording. Provisions shall be made to meet emergencies resulting from failure of power service, sudden and prolonged increases in traffic, storms, lightning, etc. Employees shall be instructed as to the procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of relay service.

The bidder shall describe its plan for dealing with all types of natural and man-made problems (e.g., hurricanes, lightning strikes, fires, etc.) which either isolate the relay center and prevent calls from reaching the center or cause the center to be unable to operate. In addition, the plan should detail the steps which will be taken to deal with the problem and restore relay service.

The provider shall inform the contract manager of any major interruptions to the operation of the relay center extending beyond five minutes duration. The contract manager

shall also be informed when it becomes known to the relay center that any portion of the state is isolated for more than five minutes from the relay center. The provider shall also provide a written (or e-mail) report to the contract manager after restoration of service.

Although it is not mandatory, the FPSC urges the provider to subscribe qualifying facilities for priority restoration under the Telecommunications Service Priority Program.

#### **34. Intercept Messages**

Appropriate intercept messages shall be provided if a system failure occurs.

#### **35. Service Expansion**

The bidder shall show the capability of expanding services in response to increasing demand. The bidder shall develop and illustrate in its proposal a detailed plan of how this expansion will be accomplished. The plan shall include, but not be limited to, trunking capacity, CA workstations, personnel, and equipment capacity. The plan shall also indicate how any time lag shall be avoided to meet any increased call volume. The above plans shall allow the provider to be able to maintain all standards listed in the RFP.

#### **36. New Technology**

The users should be allowed to benefit from advancing technology. The bidder should keep abreast of technological changes in the provision of relay service to inform the FPSC and Administrator when new enhancements are available and at what price, and to provide the FPSC the opportunity to purchase such enhancements or upgrades to the service.

#### **37. Consumer Input and Participation in Advisory Committee and FPSC Proceedings**

The telephone users shall have input on the quality of the delivery of service. Bidders shall develop a plan to include the FPSC and its Advisory Committee in any evaluation of the system. A bidder shall not include travel or per diem costs of the FPSC or its Advisory Committee in its bid price since those costs will be funded by the State. An outline of this plan shall be included with the bidder's proposal. The plan shall explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the relay center. This does not preclude the provider from conducting additional internal evaluations which use relay staff. The results of any service quality evaluation shall be reported to the FPSC office within 15 calendar days after the last month in each quarter.

Bidders are encouraged to include in the consumer input plan, methods for working with organizations serving individuals with hearing and speech loss statewide to conduct

periodic community forums. The community forums shall be for the purpose of gaining user input on the quality of relay service and for responding to user questions and problems on use of the relay service. The community forums shall be planned and conducted in conjunction with organizations serving people with hearing and speech loss.

The provider shall participate in all meetings of the Advisory Committee and all FPSC workshops and hearings relating to relay service unless excused by the contract manager.

### **38. Complaint Resolution**

The provider shall establish procedures regarding complaints, inquiries, and comments regarding system services and personnel. The provider shall ensure that any caller to the relay center having a complaint will be able to reach a supervisor or administrator while still online during a relay call. All complaints received by supervisors, or in writing, shall be documented, including their resolution, and kept on file and available to the FPSC upon request. In addition, the relay center shall have a toll-free Customer Services telephone number available statewide and accessible to the public for the purpose of reporting service or other deficiencies. Records of such reports and copies of written reports regarding service or other deficiencies shall be maintained for the life of the contract and for twelve (12) months after conclusion of the contract period. This record shall include the name and/or address of the complainant, the date, and time received, the CA identification number, the nature of the complaint, the result of any investigation, the disposition of the complaint, and the date of such disposition. Each signed letter of complaint shall be acknowledged in writing or by contact by a representative of the provider. The necessary replies to inquiries propounded by the FPSC's staff concerning service or other complaints received by the FPSC shall be furnished in writing within fifteen (15) days from the date of the FPSC inquiry.

A complaint log compliant with the FCC reporting requirements shall be provided to the FPSC's contract manager in a timely manner for filing with the FCC.

### **39. Charges for Incoming Calls**

The provider shall make no charge to the users for making calls (incoming) to the relay service.

### **40. Billing Arrangements**

The provider shall bill for charges for collect calls, person-to-person calls, calls to or from hotel rooms and pay telephones, and calls charged to a third party. The provider shall also arrange for billing to any industry standard local exchange or competitive local exchange company calling card. For calls billed by or on behalf of the provider, the bidder shall include a complete description of how users will be billed for all calls. This description shall

include the bidder's procedures for obtaining billing information from the local exchange and competitive local exchange companies, whether the billing will be performed directly by the provider itself or contracted, specific credit cards or telephone calling cards to which calls can be billed, and a sample bill format. The bidder shall also explain how it will respond to customer inquiries about erroneous bills and how credits will be issued or refunds made. If the provider has obtained an FCC waiver, the provider will provide long distance service to TRS and CTS users at no cost to the users.

#### **41. End User Billing for Intrastate Calls**

Intrastate toll calls placed through the relay system and billed by or on behalf of the provider shall be billed to the voice or TDD caller at 50 percent of the provider's rate for non-relay calls. An additional 10 percent discount (60 percent total discount) shall apply to calls to or from the dual-sensory impaired; the provider shall develop a system for identifying such users and applying the discount to their calls. Timing for timed intrastate call billing shall begin when the relay operator advises a party to proceed with the call and shall not include any initial time by the operator to explain how relay service works.

The bidder shall explain how its discount toll plan subscribers would be billed for relayed calls billed by or on behalf of the provider. For example, if a bidder offers a discount for over five hours of usage per month, the bidder should explain how a subscriber to that service would be billed for any relay calls made during the month.

The provider shall not charge the end user more for non-message toll relay calling than would be charged for the same call if billed by the end user's local exchange or competitive local exchange company. The provider can accomplish this by obtaining necessary billing information about the end user's local company in order to ensure that it does not bill in excess of those rates (e.g., extended area service calls, extended calling service calls, etc.) so that the end user's local company can bill for relay calls under the local company's rates. If this alternative approach is taken, the provider shall submit the billing information to the local company in an industry standard format and the provider shall incur whatever costs are required to correctly format the billing information so that the local company can bill the calls.

Of the two approaches described above, the bidder should indicate how it will initially bill calls and the provider shall advise the FPSC's contract manager whenever it changes billing methodologies.

#### **42. Relaying Interstate and International Calls**

The provider shall be required to relay interstate and international calls that originate or terminate in Florida. The provider shall not include in its bill for Florida relay service any charges or time associated with interstate or international calls.



If relayed interstate or international calls are to be billed by the provider to the end user at a rate higher than the rate for a non-relay call, the provider shall quote the rate to the party to be billed before beginning the call. The bidder shall indicate how its rate for interstate and international calls will compare to the rate for non-relay calls and whether any discounts or additional charges will apply to interstate and international relay calls.

#### **43. End User Selection of Carrier**

The provider shall allow a caller to select an available interexchange company other than the provider for completion of toll calls and billing purposes. If the provider has obtained an FCC waiver, this requirement would only apply to International calls. The provider must meet current and subsequent requirements of the Network Interconnection Interoperability forum for handling end user requests for a carrier other than the provider. The bidder shall include a copy of the current standard along with its proposal and the provider shall provide to the FPSC any subsequent updates in the standard as soon as they are adopted.

#### **44. Recipient of Toll Revenues**

The relay provider or its underlying telecommunications provider shall be allowed to retain the toll revenues for all long distance calls billed by or on behalf of the relay provider or its underlying telecommunications provider.

#### **45. Long Distance Call Billing**

Operator handled calls from inmates at correctional facilities, payphones, to and from international locations, to Directory Assistance, and calls placed to pay per call services (e.g., 900 numbers) shall be carefully supervised and disconnects made promptly. A check of the timing clock shall be made at least once each twenty-four (24) hours to ensure that the clocks are synchronized and that the time is correct. Clock deviations shall not be in excess of 12 seconds. Bidders shall specify the record system for identifying and documenting long distance and toll calls for billing purposes. The record shall contain, at a minimum, the following information:

- a. Telephone number or credit card number to be billed (NPA-prefix-line number).
- b. Originating and terminating telephone number (NPA-prefix-line number).
- c. Originating and terminating exchange named.
- d. Date.

e. Start time.

f. Call duration to the full second (the time in between start time and end time). Long distance calls billed to subscribers shall be listed chronologically and reflect the connect time of such calls based on the appropriate time zone. Bidders shall also fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, and how the billing record detail will be transmitted to the billing agent (if any).

#### **46. Special Needs**

The provider is not required to provide Special Needs services. However, consideration will be given for additional evaluation points for proposals that include Special Needs services (beyond any other services for basic relay described elsewhere in their proposal) as a part of the basic relay service.

“Special Needs” means limiting factors of a physical or literacy nature that preclude a person who is hearing, speech or dual-sensory (both hearing and visually impaired) disabled from using basic relay service. Special Needs includes: (1) physical limitations, either temporary or permanent, which preclude use of a TDD with or without adaptations for persons with manual dexterity limitations (e.g., paralysis, severe arthritis, broken fingers) and (2) markedly limited ability either to read or write English or Spanish which precludes the user from being able to use the relay service. (However, relay service does not include translation from one language to another for the Special Needs population or for any other consumers). Special Needs does not include: (1) unavailability of telephone service at the caller's home or business, (2) inability to communicate in either English or Spanish (i.e., where caller can only communicate in a language other than English or Spanish), or (3) handling complex calls (e.g., intervening in a call with a doctor to explain a medical procedure).

The bidder shall describe what steps will be taken to provide telecommunications assistance to persons with hearing, speech and dual-sensory impairments who have special needs. This description shall include the types of services that would be provided, the prices to end users (if any) for those services, how those services would operationally be provided, how parties other than the provider would be involved in providing Special Needs services, and how the provider would assure that those parties would fulfill their portion of the service obligation.

#### **47. Unsolicited Features in Basic Relay Service**

The bidder will not be required to provide unsolicited features in its basic relay service. However, additional evaluation points will be considered for proposals that include

unsolicited features. The cost to the state for these unsolicited features must be included within the basic relay service price proposal.

Any additional features not described elsewhere in the RFP, and which the bidder is including in its basic relay service and price proposal, which a bidder would like to propose shall be fully described indicating how the feature would work, how it would improve the system, which users would benefit from the feature and any other information which would allow the FPSC and PRC to evaluate the feature. Examples might include features such as: video interpreting; use of speech synthesis equipment instead of a CA to convert text to speech; use of voice recognition equipment instead of a CA to convert speech to text; enhanced transmission speed or any proposed service enhancements and technological enhancements which improve service.

#### **48. IP-Relay Service, IP-Captioned Telephone Service, and Video Relay Service**

If required by the FCC, the bidder shall be capable of providing IP-Relay service. If required by the FCC, the bidder shall be capable of providing IP-Captioned Telephone Service. If required by the FCC, the bidder shall be capable of providing Video Relay Service.

#### **49. Redundancy**

Please provide information regarding redundant coverage offered nationally, such as the number of call centers.

#### **50. Performance Bond**

The provider will be required to furnish an acceptable performance bond, certified or cashier's check, or bank money order equal to the estimated total first year price of the contract. The bond may be renewed annually and shall be in effect for the entire duration of the contract and provided to the FPSC upon execution of the contract or upon request of the FPSC's contract manager.

To be acceptable to the FPSC as surety for performance bonds, a surety company shall comply with the following provisions:

- a. The surety company shall be authorized to do business in the state of Florida.
- b. The surety company shall have been in business and have a record of successful continuous operations for at least five (5) years.

c. The surety company shall have minimum Best's Policy Holder Rating of A and Required Financial Rating of VIII from Best's Key Rating Guide.

d. The surety company shall provide a duly authenticated Power of Attorney evidencing that the person executing the bond on behalf of the surety had the authority to do so on the date of the bond.

#### **51. Submission of Monthly Invoice**

By the 14th calendar day of the month (or the subsequent business day if the 14th falls on a Saturday, Sunday, or holiday), the provider shall submit a detailed invoice (showing billable minutes and rates) to the Administrator [defined in Section 427.703(1), Florida Statutes] at the contracted price for the previous month's activity. The accounting period used to prepare monthly invoices shall be the calendar month. Payment shall not exceed the prices contained in the contract. The invoice and supporting documentation shall be prepared in such a way as to allow the Administrator or the FPSC to audit the invoice. A copy of the monthly invoice shall be submitted to the contract manager at the same time it is submitted to the Administrator.

Payment is due within 30 days of receipt of a proper invoice. If payment is not received within the 30 day due date, the FPSC will be liable for interest charges at prime lending rates that will be incurred against the unpaid balance until such time as payment is received.

The invoices provided by relay provider for the FRS shall specify to whom payment shall be made and the address to which such remittance shall be mailed. If FPSC or its assigned Administrator disputes any portion of a monthly invoice, the disputing party shall provide to relay provider a detailed explanation of and manner of calculations of the disputed amounts. Relay provider will promptly address the claim with the FPSC or its Administrator and attempt to resolve the problem within thirty (30) days. If the dispute is between relay provider's Administrator and relay provider and these two parties cannot resolve the issue within thirty (30) days of the due date of the bill, relay provider shall so advise the FPSC. The FPSC will address the dispute as soon as possible. If relay provider overcharges the FPSC on any monthly invoice and the overage is paid, relay provider shall issue a credit in the amount of the overage plus interest charges at prime lending rates. Interest shall be calculated from the date such payment is received by relay provider ("Payment Date"), until the date such credit is issued.

#### **52. Travel**

The provider will not be entitled to a separate payment from the FPSC or the Administrator for any travel expenses which occur as a result of this contract.

### **53. Reporting Requirements**

The provider shall provide to the contract manager and the Administrator the following written reports by the 25th calendar day of each month reporting data for the previous month. More frequent or more detailed reports shall also be provided upon request.

a. Total daily and monthly

(1) Number of incoming calls (separately stating whether incoming calls originate as Baudot, ASCII or voice calls, and also separately stating whether each type of call is English, Spanish, or other foreign language calls). The number of incoming calls which are general assistance calls shall be footnoted on the report.

(2) Number of incoming call minutes associated with each of the categories of incoming calls in a.(1) above.

(3) Number of outgoing calls (provide two breakdowns of this total: one separately stating completed calls and incomplete calls, and one separately stating whether calls terminate as Baudot, ASCII or voice calls).

(4) Number and percentage of incoming Florida calls received at each relay center handling Florida calls. Total should equal the number of incoming calls in item a.(1) above.

b. Average daily and monthly blockage rate.

c. Daily answer times for the month and daily number and percent of incoming calls answered within ten (10) seconds for the month.

d. Total daily and monthly number of outgoing calls (including both completed and incomplete) of the following lengths:

(1) 0 – 10 minutes

(2) >10 – 20 minutes

(3) >20 – 30 minutes

(4) >30 – 40 minutes

(5) >40 – 50 minutes

(6) > 50 – 60 minutes

(7) > 60+ minutes

e. On a daily basis for the month, number of outgoing calls and average length of calls by hour of day. (Total should equal total of a.(3)).

f. Number of outgoing local, intraLATA toll, intrastate interLATA, interstate and international calls for the month. (Total should equal total of a.(3)).

g. Number of outgoing calls and average length of completed outgoing calls originated by TDD users and voice users (identified separately). (Total number of calls should equal total of a.(3)).

h. The provider shall provide monthly summary reports to the FPSC and the Administrator regarding the number of complaints received categorized by topic areas. The provider shall also provide a complaint summary to the FPSC in the format necessary to submit to the FCC in compliance with 47 CFR 64.604(c)(ii), by June 15 covering the previous 12 months of complaints ending May 31 of that year.

i. The provider shall report monthly to the FPSC and the Administrator the results of any user evaluations conducted.

j. The provider shall report monthly on new subcontractors being used to assist in providing relay service and shall identify the scope of their role in the process and the relationship of the subcontractor to the provider.

k. By March 1, the provider shall provide to the Administrator and the contract manager forecasted relay usage figures and costs to the FPSC for the upcoming fiscal year (July 1 -June 30).

l. The provider shall report monthly on Captioned Telephone or its equivalent service listing the daily answer time, minutes of use for international, interstate, and intrastate; billable session minutes and service levels.

m. The provider shall submit the necessary documentation to the FPSC that complies with the state certification requirements of 47 CFR 64.606 when required.

n. The provider shall provide reports to the FPSC as necessary to complete the five-year re-certification of Florida Relay Service with the FCC.

o. A provider opting to locate a call center in Florida shall file quarterly reports with the FPSC's contract manager demonstrating a minimum of 75 percent of Florida relay traffic is handled by the Florida located center except when emergency conditions exist at the Florida center.

The bidder shall include information on its capability and willingness to provide ad hoc reports including new information in the bidder's database or new formats for existing information.

**54. Transfer to New Provider**

When relay service is transferred to a new provider, the provider shall make every effort to ensure that service is transferred to the new provider so that relay users do not experience an interruption in service. The relay service and consumer service 800 or other telephone numbers shall be made available to the new provider, with the new provider paying any costs associated with transferring the numbers to the new provider. Provision of customer profile data to the incoming provider shall be provided at least sixty (60) days prior to the outgoing provider's last day of service.

**55. Insurance Coverage**

During the term of the Contract, the provider shall provide insurance coverage for itself and all of its employees used in connection with the performance of services under this Contract and ensure that all subcontractors shall be similarly covered as provided herein. Such policies shall be issued by a financially sound carrier and/or carriers duly authorized to do business in the State of Florida. Such insurance coverage shall hold the FPSC harmless from any act, negligence or omission on the part of provider, its employees, agents or subcontractors and their employees in the execution or performance of the obligations assumed hereunder. This insurance will include Worker's Compensation as required by law and comprehensive general liability and bodily injury insurance in amounts no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

**56. Optional Florida Call Center**

A bidder may, at its option, elect to place a call center in Florida through which relay traffic may be routed. A bidder proposing an optional call center shall maintain the call center throughout the term of the contract. A minimum of 75 percent of Florida relay traffic shall be handled by the Florida located center except when emergency conditions exist at the Florida center. Percentage of traffic routed through the Florida relay call center shall be reported to the FPSC's contract manager on a quarterly basis. The Florida call center shall be fully operational by March 1, 2018. Bidders meeting the criteria for a Florida call center will be awarded 100 points. Partial points will not be awarded in this category.

## **C. TECHNICAL BID PROPOSAL FORMAT**

### **1. Format**

The bidder's proposal shall be organized in the same order as the items listed in the checklist form in Section E except Signature of Acceptance items require no response other than a signature on the checklist. Signing means that the item has been reviewed and the bidder agrees to comply with the item. The person signing shall be the person in the bidder's organization authorized to make the proposal. For items for which points may be awarded, the bidder shall explain how it will provide the service described in the RFP. For pass/fail items, the bidder shall provide the information requested.

- a. The original and fifteen (15) two-sided copies of the technical proposal shall be filed. The original and five (5) copies of the price proposal shall be filed.
- b. The technical proposal shall be contained in a three-ring binder indicating the name of the bidder and indicating that the contents of the binder is the technical bid proposal only. Price proposals are not eligible for FPSC electronic filing. (The price proposal shall be submitted in a separate sealed envelope - see Section D.)
- c. Each page of the technical proposal shall be numbered at the bottom center of each page and each page should be consecutively numbered with no repetition of page numbers, except attachments that can be numbered A-1, B-1, etc. For example, there shall only be one page 1, one page 50 and one page 500 in the technical proposal. Page numbering shall only be done in Arabic numerals with no pages numbered with other characters such as 5.7, iii, 6-a, XIX, or similar numbering systems, except attachments as described above. Attachments can have their own numbering system. Attachments shall be labeled by letters, e.g., A, B, C, etc. Page numbers for attachments should begin with the attachment letter designator, e.g., A-1, B-1, C-1, etc.
- d. In the top or bottom margin of each page, the name of the company shall be identified.
- e. To the extent possible, all pages of the proposal shall be on 8½ x 11" white paper. However, individual presentations which the bidder is unable to place on an 8½ x 11" page in a readable format may be presented on a larger page.
- f. Attachments can have their own numbering system. Attachments shall be labeled by letters, e.g., A, B, C, etc. Page numbers for attachments shall begin with the attachment letter designator, e.g., A-1, B-1, C-1, etc.



## **2. Transmittal Letter**

The transmittal letter on the original of the technical proposal shall contain the original manual signature of the person submitting the proposal on behalf of the bidder. The technical proposal copies shall also contain the typewritten signer's name and title. The transmittal letter shall clearly identify the complete legal name of the bidder. In the transmittal letter, the bidder shall state that it will comply with all requirements of the RFP. Any exceptions to the RFP's terms and conditions will result in disqualification from the bid process.

Each person signing a proposal certifies that he/she is the person in the bidder's organization authorized to make the proposal. The signer shall provide his/her affiliation with the bidder, address, telephone and facsimile numbers. If different from the person signing the proposal, the transmittal letter shall identify the person or persons (name, title, mailing address, e-mail address, telephone and facsimile number) authorized to make decisions or answer questions related to the proposal and any subsequent contract.

## **3. Public Entity Crimes Provision**

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who is on the convicted vendor list following a conviction for a public crime may not submit a bid on a contract to provide any goods or services to a public entity. The person or affiliate may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided for in Florida Statute 287.017 for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

## **4. Financial Information**

To allow the FPSC to evaluate the financial responsibility of the bidding company, the following items shall be submitted with the proposal for the bidding company (and its parent company, if applicable). Online access via a secure website<sup>2</sup> is an acceptable method to submit these items:

- a. Audited financial statements (or a SEC 10K Report) for the most recent two (2) years, including at a minimum:
  - (1) statement of income and related earnings,

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<sup>2</sup>A bidder may file a claim of confidentiality pursuant to Rule 25-22.006(5), F.A.C., or the bidder may file a formal request for confidential classification pursuant to Rule 25-22.006(4), F.A.C. Documents received by means of the Internet cannot be considered confidential.

- (2) cash flow statement,
- (3) balance sheet, and,
- (4) opinion concerning financial statements from an outside CPA;
- b. Primary Banking source letter of reference.

## **5. Experience and Customer References**

For each state in which the bidder is providing relay service, the bidder shall indicate:

- a. When the bidder began operating the system.
- b. The number of outgoing calls for the most recent month.
- c. The total duration of the contract.

If the bidder's relay service in other states is available for testing by means of a number that can be dialed from within Florida, the bidder shall provide the telephone numbers that can be used to dial the bidder's relay service.

The bidder shall provide the names of the contract administrator for the active contracts requested above. Also provide a specific phone number and e-mail address for each contract administrator. The FPSC will contact these administrators for customer references.

## **6. Subcontractors**

If the bidder proposes to use subcontractors, the bidder shall identify those subcontractors and indicate the scope of their role in the provision of relay service. The bidder shall also indicate what experience the subcontractor has in providing the service for which it would contract with the provider. Once the contract is awarded, any change in subcontractors shall be reviewed and acknowledged by the FPSC.

## **7. Bid Security Deposit**

A \$500,000 bid security deposit shall be furnished to the FPSC with the original of the proposal. The bid security deposit shall be in the form of a bond, a certified or cashier's check, or bank money order that is valid through the point of execution of the contract, and is payable to the Florida Telecommunications Relay, Inc. The bid security deposit will be held without cashing.

If a bond is used, the bond shall be issued from a reliable surety company acceptable to the FPSC, licensed to do business in the state of Florida. Such a bond shall be accompanied by a duly authenticated Power of Attorney evidencing that the person executing the bond on behalf of the surety had the authority to do so on the date of the bond. Please clearly identify the expiration date of the bond if a bond is submitted as the bid security instrument.

The unsuccessful bidders' security deposits shall be returned, without interest, within thirty (30) days after disqualification, withdrawal, or signing of the contract with the successful bidder. The successful bidder's bid security shall be returned, without interest, upon signing of the contract and furnishing the Performance Bond as specified herein. If the successful bidder fails to sign a contract within thirty (30) days after the Letter of Intent or fails to deliver the Performance Bond as specified herein, the bid security shall be forfeited to the Florida Telecommunications Access System Fund.

#### **8. Check List of Proposal Content**

As a part of the bidder's proposal, the transmittal letter should be followed by the evaluation checklist in Section E. In the blank beside each item on the checklist, except items requiring a Signature of Acceptance, the bidder's company contact person who is responsible for the proposal and any subsequent contract and who signs the transmittal letter shall initial (not check) each item in the check list which is contained within the proposal. The person initialing the checklist shall ensure that each item in the checklist is also contained in its proposal and in the same order as the item appears in the checklist. The bidder shall also indicate beside each item in the checklist the page number in its proposal where the item in the checklist can be found.

For items requiring a Signature of Acceptance, the same person shall sign each item indicating that the item has been reviewed and the bidder agrees to comply with the item.

#### **NOTE:**

For filing part of a bid proposal electronically, please contact the Commission Clerk at (850) 413-6770 to discuss your filing. **CONFIDENTIAL INFORMATION MAY NOT BE FILED ELECTRONICALLY.**

**D. THE PRICE PROPOSAL FORMAT**

Bidders shall submit their bids on the basis of a charge per billable minute for all services described with the exception of Captioned Telephone in item B. 20. The prices per billable minute for Captioned Telephone in B. 20 shall be separately stated. A format similar to that shown below should be used for the price proposal.

NOTE: THE PRICE PROPOSAL SHALL BE FILED IN A SEPARATE SEALED ENVELOPE MARKED: "SEALED – TO BE OPENED ONLY BY THE FPSC PROPOSAL OPENING OFFICER"

**SERVICE PRICE PER BILLABLE MINUTE**

**1. Basic Relay Service**

Bid price should be on a flat rate basis per billable minute for all billable minutes and not vary depending upon the volume of traffic. Existing contract price for intrastate basic relay service is \$1.09 per session minute.

**2. Captioned Telephone**

Bid price should be on a rate per billable minute for all billable minutes and may vary depending upon the volume of traffic. Existing contract price for intrastate captioned telephone service is \$1.63 per session minute.

## **E. THE EVALUATION METHOD TO BE USED AND FILING CHECK LIST**

Technical proposals will be evaluated using a pass or fail criteria for some elements, a point rating criteria for some elements, and a signature of acceptance for some elements. The PRC Chairman reserves, at his discretion, the right to notify and allow a bidder a minimum time period to cure minor irregularities in items rated on a pass/fail basis. Failure to cure such minor irregularities may result in elimination of the proposal from further evaluation. For items that are rated on a point basis, each member of the PRC will rate each item giving it a rating of between zero and the maximum point rating shown on the check list on the following pages with the exception of checklist item number 63 (RFP ref. B53).

The technical ratings will be based on the PRC member's evaluation of the evaluated item using the following scale.

Where maximum points equals	Poor	Fair	Good	Excellent
10	0-2.5	2.6-5.0	5.1-7.5	7.6-10
25	0-6.3	6.4-12.5	12.6-18.8	18.9-25
50	0-12.5	12.6-25	25.1-37.5	37.6-50
75	0-18.8	18.9-37.5	37.6-56.3	56.4-75
100	0-25	26-50	51-75	76-100
200	0-50	51-100	101-150	151-200

Total points from each PRC evaluator on the technical proposal will be added together for a total technical score. Proposals that do not receive at least 75% of the total available technical points in aggregate to achieve a level of Excellent, will be eliminated from further evaluation and the bidder's price proposal will not be considered. The technical score totals for each bidder will be compared by using the point total for the bidder with the highest point total as the denominator of a fraction with each bidder's individual point total as the numerator. Each bidder's percentage will then be multiplied by 50% to arrive at the weighted score for each bidder's technical proposal. Next, a weighted score for each eligible bidder's price proposal shall be calculated as follows. Each eligible bidder's price will be compared by using the lowest eligible bidder's bid price for basic relay service as the numerator of a fraction with each eligible bidder's price as the denominator. Each eligible bidder's percentage will then be multiplied by 18.14% to arrive at the weighted percentage score for each eligible bidder's price proposal. The same procedure will be used to evaluate Captioned Telephone or its equivalent service using 31.86% to arrive at the weighted percentage score.

Each eligible bidder's weighted percentage score for its technical proposal and for its price proposal will be added together and the eligible bidder with the highest total will be recommended by the PRC to the FPSC. However, the FPSC reserves the right to reject the PRC's recommendation, and reject all bids.

### Evaluation Example

The following is an example of how the PRC would evaluate the bidders if the total technical points available equal 7,500. The numbers used are strictly for illustrative purposes and not intended to provide any guidance in terms of what the FPSC anticipates the price, price relationships, or usage levels to be.

#### Assumptions:

- a) Sum of total technical points by all evaluators:  
Bidder A (7,500 points) –  $7,500/7,500 = 1.000 \times 50\% = .5000$   
Bidder B (7,000 points) –  $7,000/7,500 = .9333 \times 50\% = .4667$   
Bidder C (5,500 points) –  $5,500/7,500 = .7333 \times 50\% = .3667$

In the example above, Bidder C failed to obtain a score equal to 75% of the total technical points available and as a result, Bidder C's price proposal would not be considered.

- b) Bidders' price proposals for basic relay service:  
Bidder A - \$1.09 per billable minute  
Bidder B - \$1.80 per billable minute
- c) Bidders' price proposals for Captioned Telephone service:  
Bidder A - \$1.63 per billable minute  
Bidder B - \$1.61 per billable minute

The technical evaluation is as follows:

Bidder A (7,500 points) –  $7,500/7,500 = 1.000 \times 50\% = .5000$   
Bidder B (7,000 points) –  $7,000/7,500 = .9333 \times 50\% = .4667$

The price evaluation for TRS is as follows:

Bidder A (\$1.09 per billable minute) -  $\$1.09/\$1.09 = 1.000 \times 18.14\% = .1814$   
Bidder B (\$1.80 per billable minute) -  $\$1.09/\$1.80 = .9167 \times 18.14\% = .1098$

The price evaluation for Captioned Telephone (CT) service is as follows:

Bidder A – (\$1.63 per billable minute) -  $\$1.61/\$1.63 = .9877 \times 31.86\% = .3147$

Bidder B – (\$1.61 per billable minute) -  $\$1.61/\$1.61 = 1.000 \times 31.86\% = .3186$

The total is calculated as follows:

Bidder A – .5000 (technical) + .1814 (price TRS) + .3147 (price CT) = .9961

Bidder B – .4667 (technical) + .1098 (price TRS) + .3186 (price CT) = .8951

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**FILING CHECK LIST**

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
1.	_____	Format (RFP ref. Sections C and D)	N/A	N/A
2.	_____	Transmittal Letter, Address, Contact Person, Tel. and Fax No., Legal Name of Bidder, and Statement of Compliance with or lack of Compliance with RFP requirements (RFP ref. C-2)	_____	P/F
3.	_____	Check List (RFP ref. C-8 and E)	_____	P/F
4.	N/A	FCC Authority to Provide Relay Services (RFP ref. A-5)	Signature of Acceptance _____	
5.	N/A	Public Bidder Meetings and Proprietary/Confidential Information (RFP ref. A-24)	Signature of Acceptance _____	
6.	N/A	Conflict of Interest/Standards of Conduct (RFP ref. A-28) – State Name(s) or None Below Name(s) Disclosed: _____	Signature of Acceptance _____	
7.	N/A	Dispute Resolution (RFP ref. A-30)	Signature of Acceptance _____	



Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
8.	N/A	Waiver (RFP ref. A-31)	Signature of Acceptance _____	
9.	N/A	Severability (RFP ref. A-32)	Signature of Acceptance _____	
10.	_____	Commencement Date (RFP ref. A-8)	_____	P/F
11.	N/A	Term of Contract (RFP ref. A-9)	Signature of Acceptance _____	
12.	N/A	Scope of Service (RFP ref. B-2)	Signature of Acceptance _____	
13.	N/A	Access Numbers (RFP ref. B-3)	Signature of Acceptance _____	
14.	N/A	Availability of the System to Users (RFP ref. B-4)	Signature of Acceptance _____	
15.	_____	Minimum CA Qualifications/Testing (RFP ref. B-5)	_____	100
16.	_____	CA Training (RFP ref. B-6)	_____	100

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
17.	_____	Staff Training (RFP ref. B-7)	_____	100
18.	_____	Counseling of CAs and Staff (RFP ref. B-8)	_____	25
19.	_____	Procedures for Relaying Communications (RFP ref. B-9)	_____	100
20.	N/A	Languages Served (RFP ref. B-10)	Signature of Acceptance _____	
21.	_____	Additional Languages Served (RFP ref. B-11)	_____	25
22.	N/A	Shift Advisor/Consultant (RFP ref. B-12)	Signature of Acceptance _____	
23.	N/A	Confidentiality of Calls (RFP ref. B-13)	Signature of Acceptance _____	
24.	N/A	Types of Calls to be Provided (RFP ref. B-14)	Signature of Acceptance _____	
25.	_____	Call Release Functionality (RFP ref. B-15)	_____	50
26.	_____	Speed Dialing (RFP ref. B-16)	_____	50
27.	_____	Three-Way Calling Functionality (RFP ref. B-17)	_____	50

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
28.	_____	Voicemail and Interactive Menus (RFP ref. B-18)	_____	50
29.	_____	Voice and Hearing Carry-Over (RFP ref. B-19)	_____	100
30.	_____	Captioned Telephone Voice Carry-Over (RFP ref. B-20)	_____	100
31.	_____	Turbocode™ (RFP ref. B-21)	_____	100
32.	_____	Speech to Speech (RFP ref. B-22)	_____	100
33.	_____	Access to Pay Per Call Services (RFP ref. B-23)	_____	100
34.	_____	Caller ID (RFP ref. B-24)	_____	100
35.	_____	Last Number Redial (RFP ref. B-25)	_____	25
36.	_____	Obscenity Directed at the Operator (RFP ref. B-26)	_____	25
37.	_____	Emergency Calls (RFP ref. B-27)	_____	100
38.	_____	Blockage (RFP ref. B-28)	_____	200
39.	_____	Answer Time (RFP ref. B-29)	_____	200
40.	N/A	Equipment Compatibility (RFP ref. B-30)	Signature of Acceptance _____	

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
41.	N/A	Transmission Levels (RFP ref. B-31)	Signature of Acceptance _____	
42.	N/A	Measuring Equipment Accuracy (RFP ref. B-32)	Signature of Acceptance _____	
43.	_____	Emergency Operations and Uninterruptible Power (RFP ref. B-33)	_____	100
44.	_____	Intercept Messages (RFP ref. B-34)	_____	P/F
45.	_____	Service Expansion (RFP ref. B-35)	_____	50
46.	N/A	New Technology (RFP ref. B-36)	Signature of Acceptance _____	
47.	_____	Consumer Input and Participation in Advisory Committee and FPSC Proceedings (RFP ref. B-37)	_____	100
48.	_____	Complaint Resolution (RFP ref. B-38)	_____	200
49.	N/A	Charges for Incoming Calls (RFP ref. B-39)	Signature of Acceptance _____	

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
50.	_____	Billing Arrangements (RFP ref. B-40)	_____	50
51.	_____	End User Billing for Intrastate Calls (RFP ref. B-41)	_____	50
52.	_____	Relaying Interstate and International Calls (RFP ref. B-42)	_____	50
53.	_____	End User Selection of Carrier (RFP ref. B-43)	_____	50
54.	N/A	Recipient of Toll Revenues (RFP ref. B-44)	Signature of Acceptance _____	
55.	_____	Long Distance Call Billing (RFP ref. B-45)	_____	50
56.	_____	Special Needs (RFP ref. B-46)	_____	25
57.	_____	Unsolicited Features in Basic Relay Service (RFP ref. B-47)	_____	200
58.	_____	IP Relay, IP-Captioned Telephone Service, and Video Relay Service (RFP ref. B-48)	_____	Optional 0 Points
59.	_____	Redundancy (RFP ref. B-49)	_____	Optional 0 Points
60.	N/A	Performance Bond (RFP ref. B-50)	Signature of Acceptance _____	

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
61.	N/A	Submission of Monthly Invoice (RFP ref. B-51)	Signature of Acceptance _____	
62.	N/A	Travel (RFP ref. B-52)	Signature of Acceptance _____	
63.	_____	Reporting Requirements (RFP ref. B-53)	_____	50
64.	N/A	Transfer to New Provider (RFP ref. B-54)	Signature of Acceptance _____	
65.	N/A	Insurance Coverage (RFP ref. B-55)	Signature of Acceptance _____	
66.	_____	Optional Florida Call Center (RFP ref. B-56)	_____	100
67.	N/A	Public Entity Crimes Provision(RFP ref. C-3)	Signature of Acceptance _____	
68.	_____	Financial Information (RFP ref. C-4)	_____	P/F

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail Or Signature Or Maximum Points
69.	_____	Experience and Customer References (RFP ref. C-5)	_____	200
70.	_____	Subcontractors (RFP ref. C-6)	_____	50
71.	_____	Bid Security Deposit (RFP ref. C-7)	_____	P/F
72.	_____	The Price Proposal Format (RFP ref. Section D) Must be filed in a separate sealed envelope marked: "Sealed-To Be Opened Only By the FPSC Proposal Opening Officer."	_____	See RFP Sec. D & Sec. E
73.		MAXIMUM TOTAL POINTS		3,125

**TABLE 1**  
***TOTAL INTRASTATE BILLABLE SESSION MINUTES***  
(March 2016 – March 2017)

Monthly Invoice	Intrastate TRS Minutes	Intrastate Captioned Telephone Service
March 2016	91,108	108,696
April 2016	77,763	100,800
May 2016	78,530	99,745
June 2016	77,694	95,446
July 2016	75,923	86,986
August 2016	87,722	94,251
September 2016	80,980	87,108
October 2016	89,722	85,347
November 2016	85,408	81,680
December 2016	91,089	82,868
January 2017	97,551	89,404
February 2017	82,283	78,741
March 2017	87,700	85,479



**TABLE 2**  
***TOTAL BILLABLE SESSION MINUTES***  
(Intrastate and Interstate)  
(March 2016 – March 2017)

Monthly Invoice	TRS Minutes	STS	Spanish	Captioned Telephone Service
March 2016	107,946	1,409	13,819	158,709
April 2016	91,951	1,118	9,788	147,185
May 2016	94,812	913	9,190	146,048
June 2016	92,254	1,094	9,917	137,562
July 2016	89,836	871	9,814	127,115
August 2016	101,703	1,625	10,188	138,893
September 2016	94,117	1,415	9,136	127,897
October 2016	102,931	1,288	9,351	125,493
November 2016	98,982	762	9,319	122,088
December 2016	103,793	2,013	10,632	126,831
January 2017	110,889	2,181	13,220	130,429
February 2017	93,911	1,992	10,330	117,139
March 2017	104,633	1,887	8,948	125,940