

FLORIDA PUBLIC SERVICE COMMISSION  
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M E M O R A N D U M

July 25, 1996

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF COMMUNICATIONS (TUDOR, TAYLOR, MCDONALD, KING) *ANT* *BT* *a* *AD*  
OFFICE OF GENERAL COUNSEL (MILLER) *JM*

RE: DOCKET NO. 960598-TP - REQUEST FOR SUBMISSION OF PROPOSALS FOR PROVISION OF RELAY SERVICE, BEGINNING IN JUNE 1997, FOR THE HEARING AND SPEECH IMPAIRED, IN COMPLIANCE WITH THE FLORIDA TELECOMMUNICATIONS ACCESS SYSTEM ACT OF 1991

AGENDA: 08/13/96 - REGULAR AGENDA - INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: THE CURRENT CONTRACT WITH MCI EXPIRES 5/31/97. SIGNIFICANT TIME IS NEEDED TO ISSUE THE RFP, EVALUATE PROPOSALS, AND SET UP THE SYSTEM.

SPECIAL INSTRUCTIONS: PLEASE PLACE THIS ITEM IMMEDIATELY AFTER THE CONSENT AGENDA TO REDUCE INTERPRETER COSTS

*960598 TP, RCM*

EXECUTIVE SUMMARY

This recommendation proposes that the Commission give approval to the attached Request for Proposal (RFP). If approved, the RFP will be issued in mid-August, with the bidders' proposals due by October 2. The current schedule calls for the Commission to select a Provider in December and for the Provider to begin furnishing service by June 1, 1997.

The attached RFP describes a relay service which will be in compliance with both the Florida Telecommunications Access System Act (TASA) and the federal Americans with Disabilities Act (ADA). The RFP mandates many features including: 24 hour a day service every day of the year, answering time and blocking standards, confidentiality conditions, procedures for relaying a call which gives substantial control to the user in how the call is handled, communications assistant (CA) and staff requirements, provisions for complaint resolution and consumer input, and other features. In addition, the RFP allows a bidder to provide unsolicited

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features as part of their basic relay service for which additional evaluation points may be awarded. Bidders may also propose optional services (for which a separate price is proposed), such as 900/976 services, that are not part of their basic relay service, and for which additional points will not be awarded. Once a Provider is selected, the Florida Public Service Commission (FPSC) will determine which of the optional services it may wish to add to the basic relay service and negotiate the conditions under which these optional services will be offered.

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 hearing impaired 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 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 FRS;
- h. All other factors listed in the RFP.

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Each bidder will be required to submit its bid on the basis of a charge per billable minute assuming a three-year contract would be awarded. 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 60% will be given to the technical aspect of the proposal and a weight of 40% will be given to the price aspect of the proposal. The Proposal Review Committee (PRC), consisting of three FPSC staff members and two Advisory Committee members, will evaluate each proposal. (In addition, staff from the Division of Auditing & Financial Analysis will review certain financial data in the proposal.)

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### CASE BACKGROUND

The Telecommunications Access System Act of 1991 (TASA) became effective May 24, 1991 and is found in Chapter 427, Part II of the Florida Statutes. TASA was developed in response to two needs. The first was the need for permanent funding for the distribution of specialized telecommunications equipment for people who are hearing and speech impaired (TDDs, volume control telephones, etc.). The second motivation for TASA was the need for a telecommunications relay system whereby the cost for access to statewide basic telecommunications services for persons who have a hearing or speech impairment is no greater than the amount paid by other telecommunications customers.

The ADA required telephone companies to develop a relay system for both interstate and intrastate calls by July 1993; however, TASA mandated that a statewide telecommunications relay service be provided earlier, beginning June 1, 1992. Florida's TASA required the development of a statewide relay service that would be capable of being certified by the FCC. TASA provides funding for the distribution of specialized telecommunications devices and intrastate relay service through the imposition of a surcharge of up to \$.25 per access line per month. (Accounts with over 25 lines are billed for only 25 lines).

There are several entities identified in TASA. The FPSC has overall responsibility for implementation and oversight of the system. The local exchange companies (LECs) have the responsibility of collecting the surcharge (which is \$.12 for the 1996/97 fiscal year) and submitting it to the Administrator. Florida Telecommunications Relay, Inc. (FTRI), a nonprofit corporation formed by the thirteen LECs, was named by the FPSC to serve as the TASA administrator. The Provider is the entity that, as a result of being awarded the contract resulting from the RFP, will provide relay service. The Advisory Committee is a group of up to ten individuals recommended by various organizations representing both the telephone industry and individuals with hearing, speech, or dual sensory impairments. The Advisory Committee's role is to provide input to both the FPSC and the FTRI on the development and operation of the relay system.

Staff began drafting the attached RFP in April. Staff met with the Advisory Committee on May 22 and July 15 to obtain their input and included its suggested changes in the attached draft RFP. In addition, staff held a workshop on June 4 to receive input from the industry.

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Our contract with the current relay Provider, MCI, expires May 31, 1997. Thus, the RFP needs to be approved for issuance so that we can remain on schedule and a contract can be signed in January 1997, allowing the selected Provider time to set up the system.

### DISCUSSION OF ISSUES

**ISSUE 1:** Should the attached draft RFP be issued?

**RECOMMENDATION:** Yes.

**STAFF ANALYSIS:** The RFP was drafted to describe as specifically as possible the relay service that should be provided. Staff used the previous RFP as a guide and made changes based on the experience gained over the past four years since a relay system was introduced in Florida and based on the Advisory Committee's recommendations. The attached RFP is substantively similar to the previous RFP with the primary changes noted below.

#### PRIMARY CHANGES FROM PREVIOUS RFP OR PROCEDURES

- 1. Billable Minutes:** The draft RFP defines how total billable minutes per month will be rounded. A definition of billable minutes was in the previous RFP but it did not address monthly rounding.
- 2. Access Numbers:** The draft RFP requires the Provider to continue using the existing numbers for both TDD and voice access to the relay system. This was not addressed in the previous RFP because specific telephone numbers were not established.
- 3. ASCII:** The draft RFP requires a single number for TDD and a single number for voice users (the existing number as noted above); however, at the Provider's discretion a separate number may be utilized for users of ASCII terminals. In addition, the Provider may utilize a separate number for other types of relay access (e.g., Spanish access, ASL access, etc.) but this number must be authorized by the FPSC. The previous RFP required a single number for TDD users and a single number for voice users with no provision for the use of additional numbers.
- 4. Relay Center Location:** The previous RFP required that the relay center be located in Florida; this requirement has been eliminated. Staff believes total costs of the system could possibly be lower because of economies of scale which might be achieved by a Provider utilizing existing center(s) in other states rather than having to build a new Florida-only center.

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**5. Minimum Communications Assistant(CA) Qualifications/Testing:** Clarity of speech has been added as a minimum standard for Communication Assistants.

**6. Procedures for Relaying Communications:** There are four main changes to this section. 1) The draft RFP requires that the caller get feedback from the CA on the status of the call, such as dialing, ringing, or busy, 10 seconds after giving the CA the number to be dialed. This procedure was part of the previous RFP; however, the 10 second standard was not defined. 2) If a caller would like to leave a message on an answering machine and the machine times out before the CA can complete the message, the draft RFP allows the CA to make as many additional toll calls, at no cost, as necessary to complete the message. The previous RFP allowed the CA to make only one additional toll call at no cost to leave a complete message on an answering machine. 3) The draft RFP requires the CA to redial a number as many times as requested by the caller. The previous RFP limited this to two times per incoming call. 4) The previous RFP did not allow the CA to backspace when a typographical error was made. The CA had to continue in a forward direction by typing "XX" and then type the word correctly. The draft RFP removes this requirement and allows the Provider to determine how typographical errors will be corrected.

**7. Spanish Relay:** The draft RFP requires the provision of Spanish operators. This provision deals with relaying calls in Spanish and not translating from one language to another (language translation would be an optional service or unsolicited service enhancement). The provision of bilingual operators was an optional service in the previous RFP.

**8. Shift Advisor:** The draft RFP requires that the relay center have on staff, for each shift, at least one person who is highly knowledgeable of American Sign Language (ASL) in order to serve as a consultant/advisor. The previous RFP required that there be at least one deaf person on staff, for each shift, at the relay center to serve as a consultant/advisor.

**9. Average Answer Time and Blockage Standards:** The draft RFP reflects two standards, one at the relay center and one from an end user's perspective. Definitions of the terms were also added for additional clarity. The previous RFP provided standards; however, it did not provide as much detail as the language in the draft RFP.

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**10. Battery Capacity:** The previous RFP required a minimum of eight hours of battery capacity. The draft RFP requires a minimum of thirty minutes. With the requirement for back-up generators plus the fact that many relay providers have alternative relay centers to which they can allocate calls, reducing the battery requirement should reduce the cost of providing service without impairing the quality of service.

**11. End User Billing:** The draft RFP allows the Provider to bill for intraLATA calls, rather than having the call billed by the local company. The Provider cannot bill more than what would be billed by the end user's local company. The Provider is given the option of billing those calls itself or providing billing information to the local company. If billing information is provided to the local company for billing, the Provider must provide the billing information in an industry standard format and shall incur whatever costs are involved in providing billing information so that the local company can bill the calls. The previous RFP required that all intraLATA calls be billed by the LEC.

**12. Special Needs:** "Special needs" is a term defined as limiting factors of a physical or literacy nature that preclude a person who is hearing, speech, or dual sensory disabled from using basic relay service. The draft RFP does not require the bidders to provide for special needs. However, consideration will be given for the provision of special needs as required by the statute; therefore, points will be awarded for offering such features. The previous RFP required bidders to address special needs and points were awarded accordingly.

**13. Reporting Requirements:** There are three main changes to this section. 1) The draft RFP eliminates the requirement that reports be submitted on a diskette using Lotus 1-2-3 format. 2) The draft RFP requires information on minutes of use and messages. The previous RFP only required information on the number of messages. 3) The draft RFP requires the Provider submit information on which relay center(s) is(are) handling Florida's relay traffic. This information was not required in the previous RFP because the relay center was required to be located in Florida.

**14. Historical Information:** The draft RFP provides data, from the previous relay Provider, concerning Florida's relay traffic. This information should assist the bidder in making its price proposal. Historical information was not known when the previous RFP was issued.

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15. **Pass/Fail Provisions:** Some items which were awarded points in the previous RFP are evaluated on a pass/fail basis in the draft RFP (e.g., confidentiality) because they were not deemed to be features which would allow differentiation between bidders.

16. **Optional Features:** One previously optional feature is now required (Spanish relay). Other features that were previously awarded points in the evaluation process will now be available for purchase at a separate price but not be included in the evaluation process (e.g., 900/976 service).

We believe the attached draft RFP will result in bids for quality relay service for Floridians and recommend that the Commission authorize staff to issue the RFP. At the end of the evaluation process, we will bring back to the Commission a recommendation on how then to proceed.

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

**RECOMMENDATION:** No.

**STAFF ANALYSIS:** Rather than a FPSC order being issued on this contractual matter, the RFP will be issued pursuant to Section 120.53(5), Florida Statute. This docket should remain open throughout the life of the contract with the Provider selected to begin providing service on June 1, 1997.

STATE OF FLORIDA

FLORIDA PUBLIC SERVICE COMMISSION

R E Q U E S T F O R P R O P O S A L S

TO PROVIDE A

TELECOMMUNICATIONS RELAY SERVICE SYSTEM

IN FLORIDA

(NOTE: THIS IS A DRAFT IN PROGRESS AS OF July 26, 1996 - CHANGES MAY BE MADE BEFORE ISSUANCE.)

AUGUST 27, 1996

DRAFT

Florida Relay Service  
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REQUEST FOR PROPOSAL

**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 Commission's Proposals Review Committee (PRC) Chairman is the sole point of contact concerning this RFP and all communication must be made through the Proposals Review Committee Chairman, Mr. Richard Tudor. All correspondence must be addressed to Mr. Richard Tudor, c/o Ms. Blanca Bayo, Division of Records and Reporting, The Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850 and should reference Docket No. 960598-TP. Facsimile correspondence can be directed to the PRC Chairman at (904) 413-6517.

**2. Purpose**

This RFP is for the purpose of contracting 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 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 G is a copy of four reports provided by the current relay provider concerning the Florida relay traffic for the month of May 1996. Also, for informational purposes, the Florida Relay Service bill for the month of May 1996 was for 987,345 billable minutes. 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 this RFP or any resultant contract or contractual relation shall be brought in State of Florida administrative or judicial forums. Venue will be in Leon County, Florida.

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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. Certificate of Public Convenience and Necessity

The provider shall have or obtain a certificate of public convenience and necessity to provide local and interexchange service from the FPSC prior to beginning operation of the system. The provider shall also have or obtain necessary FCC authority to provide interstate and international service prior to beginning operation of the system.

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 corporation not for profit incorporated pursuant to the provisions of chapter 617, F.S., and designated by the Florida Public Service Commission to administer the telecommunications relay service system and the distribution of specialized telecommunications devices. [s. 427.703(1), F.S.]
- c. **Advisory Committee** - A group created by 427.706, F.S., and consisting of up to ten individuals named by the FPSC for the purposes described in Chapter 427, F.S.
- d. **Answer time** - The point in the progression of inbound calls at the relay center when the communications assistant is ready to serve.
- e. **Billable Minutes** - For the purpose of calculating and rendering bills to the Administrator [S.427.704(2), F.S.], billable minutes is the elapsed time between the time the incoming call enters the FRS 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 minute. In a session which

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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 reaching the relay switch which do not terminate by ringing a communications assistant position.
- g. **Communications Assistant (CA)** - A person who relays conversation to and from users of a relay system, normally converting the conversation between text and voice. The CA may also be a mechanized device that meets the requirements described for the Florida Relay Service.
- h. **Deaf** - Having a permanent hearing impairment and being unable to discriminate speech sounds in verbal communication, with or without the assistance of amplification devices. [s.427.703(3), F.S.]
- i. **Dual Sensory Impaired** - Having both a permanent hearing impairment and a permanent visual impairment and includes deaf/blindness. [s.427.703(4), F.S.]
- j. **FPSC** - Florida Public Service Commission
- k. **FRS** - Florida Relay Service
- l. **General Assistance Calls** - Incoming calls to the CA that are not associated with an outgoing relay call. Such calls may sometimes be to provide information about using relay or other types of calls that would normally be handled by customer service.
- m. **Hard of Hearing** - Having a permanent hearing impairment which is severe enough to necessitate the use of amplification devices to discriminate speech sounds in verbal communication. [s.427.703(5), F.S.]
- n. **Hearing Impaired or Hearing Disabled** - Being deaf or hard of hearing and includes being dual sensory impaired. [s.427.703(6), F.S.]
- o. **Hearing Carryover** - A feature that enables a user with a speech disability to utilize his useable hearing for direct reception of voice communications and to use the FRS CA for conversion of the user's communications from TDD to voice.
- 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 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.

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- q. **Minor Irregularity** - A variation from the request for proposal terms and conditions which does not affect the price of the proposal, does not give the bidder a significant advantage or benefit not enjoyed by other bidders, or does not adversely impact the interests of the agency.
- 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. **PRC** - Proposals Review Committee
- t. **Speech Impaired or Speech Disabled** - Having a permanent loss of verbal communication ability which prohibits normal usage of a standard telephone set. [s.427.704(10), F.S.]
- u. **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. [s.427.703(14), F.S.]
- v. **User** - Includes either the calling or called party in a relay call.
- w. **Voice Carryover** - 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 FRS operator for conversion of the other user's communications from voice to TDD.

7. Key Dates

(The following dates are targets, the FPSC reserves the right to change the dates.)

Release RFP .....	<u>August 21, 1996</u>
Bidders' Conference.....	<u>August 28, 1996</u>
Deliver Final Questions About RFP to PRC Chairman.....	<u>September 19, 1996</u>
<u>PROPOSAL DUE DATE &amp; TIME</u> 3:00pm Eastern Time	<u>October 2, 1996</u>
Recommendation Presentation to the FPSC.....	<u>December 3, 1996</u>
Letter of Intent .....	<u>December 16, 1996</u>

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Performance Bond Due..... January 15, 1997  
Begin Service..... June 1, 1997

8. Questions Concerning RFP

Prior to or after the bidders' conference, potential bidders may submit, in writing, questions regarding the RFP. To the extent practical, such questions concerning the RFP will be responded to at the bidders conference. Questions filed after the bidders' conference will be responded to in writing to known potential bidders, if time permits. All questions should be received by the PRC Chairman by 5:00 p.m. September 19, 1996.

9. Amendments or Supplements to RFP

In the event that it becomes necessary to revise or clarify any part of this RFP, an amendment or supplement will be provided to each bidder of record receiving the original RFP.

10. Restrictions on Communications

From the issue date of this RFP until a provider is selected, bidders are not to communicate with any FPSC staff or Advisory Committee member regarding this RFP except for: a) written correspondence to or from the PRC Chairman or b) oral discussions at the bidders conference or at an oral interview or site visit. For violation of this provision, the FPSC reserves the right to reject the proposal.

11. Bidders' Conference

A public bidders' conference in connection with this RFP will be held on August 28, 1996. The conference will be at 9:30 AM in Room 152 of the Easley Building, 4075 Esplanade Way, Tallahassee, FL. The FPSC will transcribe the proceedings of the bidders conference. An overview of the RFP will be presented. Written questions submitted in compliance with Paragraph A.8. above will be addressed. In addition, the PRC will make every attempt to respond to questions from the floor; however, depending on the question asked, a complete response may have to be deferred until after the conference.

12. 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 Division of Records and Reporting on or before the proposal due date and time. Both technical and price proposals must be filed by October 2, 1996 at 3:00 pm eastern time. Late proposals will not be accepted.

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13. Bidding Costs

Neither the FPSC nor the FRS system is liable for any costs incurred by a bidder in conjunction with development of its bid.

14. Rejection of Proposals, Correction of Errors

The PRC Chairman and FPSC reserve the right to reject any or all proposals and also to accept proposals despite minor irregularities in proposals received. At its sole discretion, the PRC Chairman or FPSC may allow a bidder to correct such minor irregularities in the proposal.

15. Public Availability of Proposals, News Releases and Public Announcements

Technical and Price proposals will each be made available to the general public within ten (10) days after each is opened. The price proposals will not be opened until after the technical proposals are evaluated. The FPSC may issue press releases or public announcements concerning filed proposals or the bid process.

16. Protests

Failure to file a protest of either the RFP or the letter of intent within the time prescribed in subsection 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17. Letter of Intent/Notification to Bidders

Upon selection of a potential provider by the Commission, the Commission will issue a letter of intent to the potential provider. The letter of intent is the point of entry to protest the award pursuant to Section 120.53(5), F.S. 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.

18. 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 hearing impaired or speech

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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 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 FRS;
- h. All other factors listed in the RFP.

19. 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.

20. Oral Interviews/Site Visits/Written Data Request

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 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.

21. Contract Document

The successful bidder will be required to sign a contract which will

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include the following elements:

- a. The RFP,
- b. The bidder's Proposal in response to the RFP,
- c. A document identifying any modifications or clarifications to the proposal and identifying optional 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 approved by the FPSC's Executive Director on behalf of the FPSC.

22. Limited Liability

To the extent provided for in Florida Statute 427.707, the FPSC, its Advisory Committee and PRC assume no liability with respect to the RFP, proposals or any matters related thereto unless 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, judgements, 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.

23. 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 nor a basis for legal recovery of damages, either actual, consequential, or punitive.

24. 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 sixty (60) days written notice by certified mail. If a breach of the contract by the Provider occurs, the FPSC may, by written notice to the Provider, terminate the contract upon 24 hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions herein do not limit the FPSC's right to remedies at law or to

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damages.

During the life of the contract, should funds become unavailable to support the telecommunications relay service system, the FPSC reserves the right to discontinue the service for a period of time, to adjust service specifications, or to discontinue the provision of certain services in order to reduce costs.

25. Public Bidder Meetings and Proprietary/Confidential Information

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

Meetings held between the FPSC or PRC and 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.

All material submitted regarding this RFP becomes the property of the FPSC and subject to Chapter 119, F.S. (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, F.S. Disqualification of a bidder does not eliminate this right.

26. Non-Collusion

By submitting a proposal, the bidder affirms that the proposed bid price has been arrived at independently without collusion, consultation or communication with any other bidder or competitor, that the said bid price was 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 Contract

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

28. Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes (Public Officers and Employees). 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,

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an interest of five percent or more in the bidder's firm or any of its branches.

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. At the end of this section, the FPSC also requests the bidder to comment on (and in its price proposal, propose a price separate from the price for basic service for) the provision of optional services which are not required to be provided. The optional services offered will not be evaluated until after a bidder is selected; at that time, the FPSC may choose to purchase some or all of those services in addition to the basic services.

2. Scope of Service

The relay service shall be designed to provide the means by which a hearing, speech or dual sensory impaired person using a TDD can communicate over the existing telecommunications network with a non-TDD 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 providing 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. Commencement Date

The commencement date for the service is June 1, 1997. 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 by that date.

4. Term of Contract

Service shall begin on June 1, 1997. 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 an additional period.

5. Access Numbers

There shall be a single access number for TDD users and a single access number for voice users. TDD access shall be by using the number 800-955-8771 and voice access shall be by using the number 800-955-8770. At its discretion, the provider may utilize a separate number for access by users of ASCII terminals. The provider must request FPSC authority to use additional numbers for relay access (e.g., Spanish access, ASL access, etc.). If a

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caller calls the wrong access number, the system shall process the call without requiring the caller to redial.

6. Location of Relay Center

The provider shall not be required to physically locate the relay center in the State of Florida. The bidder shall identify the location of the relay center(s) that it plans to utilize to handle Florida relay traffic; if this involves more than one location, the bidder shall identify the locations where relay traffic will be handled, the percentage of traffic it expects initially to handle at each location and how it will decide to allocate the traffic to multiple locations over time.

Throughout the life of the contract, the provider shall provide a written notification to the FPSC whenever it makes a change in the traffic handling plan contained in its bid proposal.

7. Availability of System to Users

The service shall be designed to relay local, intrastate toll and 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.

8. Minimum CA Qualifications/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 make checks from time to time to ensure that courteous service actually is being rendered.

Bidders shall specify how they plan to demonstrate that CAs 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. Basic skills in English grammar.
- b. A minimum typing speed of 55 correct words per minute.
- c. Minimum spelling skills sufficient to quickly and easily spell words comparable to a beginning college level conversation.
- d. An understanding of characteristics of limited written English and American Sign Language (ASL) as it may be reflected in the written language of TDD users.

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- e. Deaf culture.
- f. Ethics, e.g., how a CA deals with situations he may encounter.
- g. Confidentiality.
- h. Clarity of speech.

Any person who has not passed this examination shall not be utilized as a CA. CAs shall be retested at least annually.

9. 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 carryover, ethics, confidentiality and other requirements of the Provider's operating policies and procedures. Training shall include both simulated and live on-line call handling.

10. Staff Training

All relay center staff, including management, shall receive training in ASL, deaf culture, needs of hearing, speech and dual sensory impaired users, and 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, universities, etc.) representing the hearing impaired community would be used to assist with the training.

11. Counseling of CAs and Staff

Bidders are required to outline a counseling and support program 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.

12. Procedures for Relaying Communications

The system shall be designed to convey the full content of the communication. Unless requested otherwise by a user, the CA shall relay all

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calls according to the following procedures.

- a. The method to be used in the system is for the CA 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 system shall keep the user 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 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 what aspects of the call that he/she will handle. For example, the TDD user may voice the call (voice carryover), 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. The CA shall not inform the telephone user that the TDD user is hearing or speech disabled unless the TDD user asks the CA to do so.
- 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.

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- 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. The CA will stay on the line until both parties have terminated the call.
- k. CAs shall not counsel, advise or interject personal opinions or additional information into any relay call. This also means the CAs shall not make any value judgements on the profanity or obscenity or legality of any messages. Furthermore, the CAs shall not hold personal conversations with anyone calling the system.
- l. CAs will leave messages on answering machines or other voice processing systems using the following steps:
  - i. The CA will relay any message received from the called party's machine/system.
  - ii. If the caller transmits a message, the CA shall attempt to leave the message and advise the caller if the machine/system timed out before completing the message. At the caller's request, the CA shall make as many repeat calls as necessary at no cost to complete the message.
- m. CAs will retrieve messages from voice processing systems and relay a TDD message to a voice user or a voice message to a TDD user. The provider shall have procedures for obtaining any necessary system access codes from the user and keeping that information confidential. Upon request by a user, the CA shall listen to messages on the user's own answering machine (e.g., at his home while the user is at home) and shall relay back contents of such messages to the user.
- n. Users shall not be required to give their names or the name of the party they are calling, unless needed for billing.
- o. For each incoming call, the CA shall without delay make as many outgoing calls as requested by the caller.

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- p. If a user requests that a CA of a specific gender be used, the system shall comply whenever possible.
- q. If a user requests that the same CA be used during the entire conversation, the system shall comply whenever possible.

13. 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 (American Sign Language) on their relay call. Translation from one language to another is not required.

14. 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.

15. Confidentiality of Calls

As required by s.427.704(1)(c), F.S., 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:
  - i. names of the parties to the call
  - ii. originating or terminating points of specific calls
  - iii. 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,

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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 Commission. 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 Confidentiality Policy shall be provided to a user upon request and at no cost.

16. Voice and Hearing Carryover

Provider shall provide both voice and hearing carryover upon request of the user. A TDD user may request voice carryover (VCO) which will allow him/her to speak directly to the telephone user and receive the message typed back on the TDD. Also, a TDD user may request hearing carryover (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.

The provider shall provide 2-line VCO which will allow a relay user with two telephone lines and a conferencing feature to use one of his lines for a TDD call to the relay center and his second line for a voice call directly to the called party using the relay center line.

The provider shall make provision for two persons who are hearing disabled to speak for themselves by means of voice carryover to voice carryover (VCO to VCO) and for two persons who are speech disabled to hear for themselves by means of hearing carryover to hearing carryover (HCO to HCO).

17. Obscenity Directed at the Operator

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

18. Emergency Calls

Although most of Florida is covered by 911 communication centers prepared to handle TDD calls directly, the bidder shall develop and follow a policy for handling and referring emergency calls. The policy may include procedures for referring callers to emergency services and numbers other than 911.

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19. Blockage

Provider is responsible for ensuring that 99% of calls reaching the relay center per day are either answered or continue to receive a ringing signal.

Provider is also responsible for ensuring that 97% of monthly random inbound test calls initiated by FPSC staff from various Florida locations are either answered or continue to receive a ringing signal.

Calls that are blocked must receive a network blockage signal of 120 impulses per minute.

20. Answer Time

Provider is responsible for answering 90% of all calls per day within 10 seconds of reaching the relay switch. 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 except that the total shall not include calls abandoned within 10 seconds after reaching the relay switch. However, calls abandoned after 10 seconds shall be included in the denominator. (Exception: If the Provider is unable to differentiate between calls abandoned within 10 seconds and those abandoned after 10 seconds of reaching the relay switch, then all abandoned calls shall be included in the denominator.)

Provider is also responsible for answering 90% of random inbound FPSC staff test calls per month within 20 seconds after the last digit is dialed. Test calls may be initiated from various Florida locations by Commission Staff.

21. 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 relay systems 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 (Ultratec Model Nos. 100, 200, 400 and 4425 and Ameriphone Dialogue VCO).

22. Transmission Levels

Transmission levels must be maintained within industry standards for cross talk and distortion for relay calls. Bidder must provide along with its proposal a copy of transmission level standards adopted by the Industry Carrier Compatibility Forum or equivalent acceptable industry standards. Provider must provide updates to those standards as amended during the term of

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the contract and must meet the then current standards for 95% of calls per month as measured from an end user's perspective.

Transmission shall be at adequate volume levels and be free of excessive distortion. The total levels of noise and crosstalk shall be such as not to impair communications.

23. 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 1 second grace period. All equipment shall be maintained in a good state of repair consistent with safety and adequate service performance.

24. 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 for extended periods of time. 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 work site 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 report after restoration of service.

25. Intercept Messages

Intercept messages as appropriate shall be provided if a system

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failure occurs.

26. Service Expansion

Bidder shall show the capability of expanding services in response to increasing demand. 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 work stations, personnel staffing 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.

27. New Technology

The users should be allowed to benefit from advancing technology. Bidder should describe the methodology and process it will use to keep abreast of technological changes in the provision of relay service, to inform the FPSC and Administrator that new enhancements are available and at what price, and to provide the FPSC the opportunity to purchase such enhancements or upgrades to the service.

28. 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 Commission 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 State. An outline of this plan shall be included with the bidder's proposal. The plan should 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 quarterly.

Bidders are encouraged to include in the consumer input plan methods for working with organizations serving hearing and speech impaired individuals 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 impairments.

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.

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29. 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 on line 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 Commission upon request. In addition, the relay center shall have a toll-free Customer Services telephone number available and accessible to the public statewide 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 Commission's staff concerning service or other complaints received by the Commission shall be furnished in writing within fifteen (15) days from the date of the Commission inquiry.

30. Charges for Incoming Calls

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

31. Billing Arrangements

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. Provider shall also arrange for billing to any industry standard local exchange company or alternative 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 alternative 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.

32. 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% of the provider's rate for non-relay calls. An additional 10% discount

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(60% 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 both parties to proceed 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 5 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 relay calling than would be charged for the same call if billed by the end user's local exchange or alternative 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, toll volume discount plans, etc.)

In the alternative, the provider can collect necessary billing information and turn that billing information over to the end user's local company 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 contract manager whenever it changes billing methodologies.

### 33. 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 nonrelay call, the provider shall quote the rate to the party to be billed before beginning the call. The bidder should indicate how its rate for interstate and international calls will compare to the rate for nonrelay calls and whether any discounts will apply to interstate and international relay calls.

34. End User Selection of Carrier

The provider shall allow a caller to select an interexchange company other than the provider for billing purposes. In such case, the provider shall supply the services of the relay center for the call but provide billing information to the requested interexchange company so that the requested company can correctly bill the relay call. The provider shall route the outgoing call portion of the relay call to the requested interexchange company and shall be responsible for the cost of access through associated local exchange company tandems and, where tandem access is not provided, for connections to the requested carrier through other forms of access. The provider must meet current and subsequent requirements of the Industry Carriers Compatibility Forum for handling end user requests for a carrier other than the provider.

35. Recipient of Toll Revenues

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

36. Long Distance Call Billing

Operator-handled calls 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 name
- 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

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subcontractors, specific duties of the subcontractors, and how the billing record detail will be transmitted to the billing agent (if any).

37. Special Needs

The provider will not be required to provide Special Need services. However, consideration will be given for additional evaluation points for proposals that include Special Need services as a part of the basic relay service.

Special Needs is defined as 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 user from being able to use the relay service. (It should be understood that 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.

38. Unsolicited Features in Basic Relay Service

The provider will not be required to provide unsolicited features in its basic relay service. However, consideration will be given for additional evaluation points 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 should 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.

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39. FPSC Optional Services Not Included in Basic Relay Service But Available to Provide at Additional Cost

The following services will not receive evaluation points for the purpose of determining which bidder will be selected to provide relay service. However, once a provider is selected, the FPSC will determine which of the following services it may wish to add to the basic relay service and negotiate the conditions under which these optional services may be offered. If a bidder offers a service in this section and the FPSC chooses to purchase the service, the provider must provide the service.

For each item, the bidder should include the price per billable minute (or other basis) which it would charge for the purchase of the optional service over and above the price for basic relay service. That price per billable minute (or other basis) should be listed separately in the price proposal. The proposal should also indicate how each feature would work, how it would improve the system, which users would benefit from the feature, any direct charges that would be billed to the user, and any other information that would allow the FPSC to evaluate the feature.

39.a. Custom Calling Services

The provider will not be required to provide custom calling type services unless required for certification by the FCC. No additional evaluation points will be awarded to a bidder based on a proposal to provide services which offer functionalities similar to those of one or more of the following custom calling services. The proposed charge to the Administrator for custom calling service should be separately stated in the price proposal.

The bidder shall explain how a user could receive functionalities similar to those of the following services in conjunction with a relayed call. The bidder shall also indicate what additional cost would apply to the caller, if any. If no separate charge to the relay user is stated, it will be assumed there is no separate charge.

- a. Three-way calling which would allow a user with only one telephone line to conduct a conversation with two other parties at the same time.
- b. Last number redial which would allow the caller to dial the relay center and have the CA dial the last number called via relay without the caller having to give the number to the CA.
- c. Call trace which would allow the caller to dial the relay center and have the CA provide the number of the last call made to the caller via relay.

39.b. Access to 900/976 Services

The provider will not be required to provide access to 900/976

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service unless required for certification by the FCC. No additional evaluation points will be awarded to a bidder based on a proposal to provide 900/976 service. The proposed charge for 900/976 service should be separately stated in the price proposal.

The bidder should explain how it could provide relay service users with access to 976 and 900 number 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 900/976 service. The bidder should describe how it would deal with denied 900/976 calls and high bill complaints for 900/976 calls. If this service is provided, before placing the call, the CA shall advise the caller that there will be a charge for the call.

39.c. Enhanced Transmission Speed & Interrupt Capability

The provider will not be required to provide the enhancements described below unless required for certification by the FCC. No additional evaluation points will be awarded to a bidder based on a proposal to provide these enhancements. The proposed charge to the Administrator for the enhancements below should be separately stated in the price proposal.

Enhancements may include the ability both to send and receive typed communications at the same speed as typed or transmitted. Enhanced protocols may also include the ability to send and receive interrupt signals while another party is typing. The bidder should state what requirements would exist in order for the relay user to be able to utilize the above enhancements.

39.d. Other Optional Features

Any additional features not described elsewhere in the RFP which a bidder would like to propose should be fully described. Examples might include, but are not limited to, features such as: providing a caller profile identifying to the CA the caller's preference regarding use of calling card, carrier of choice, use of HCO/VCO, descriptions of background noise; 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; etc.

No additional evaluation points will be awarded to a bidder based on a proposal to provide these unsolicited features. The proposed charge for any unsolicited features offered under this section should be separately stated in the price proposal.

40. Performance Bond

The Provider will be required to furnish an acceptable performance bond, certified or cashiers check or bank money order equal to the estimated total first year price of the contract. The bond shall be in effect for the

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entire duration of the contract.

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 admitted 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. All bonds shall be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the Surety Company issuing the bond.

41. Submission of Monthly Invoice

By the 7th calendar day of the month (or the subsequent business day if the 7th falls on a Saturday, Sunday or holiday), the provider shall submit a detailed invoice (showing billable minutes and rates) to the Administrator [defined in s.427.703(1)] 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.

42. Travel

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

43. Reporting Requirements

The provider shall provide to the Commission's Division of Communications 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.)

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- a. Total daily and monthly
  - i.* number of incoming calls (separately stating whether incoming calls originate as Baudot, ASCII or voice calls.) The number of incoming calls which are general assistance calls shall be footnoted on the report.
  - ii.* number of incoming call minutes associated with each of the categories of incoming calls in a.i. above
  - iii.* 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)
  - iv.* number and percentage of incoming Florida calls received at each relay center operated by the provider (Total should equal the number of incoming calls in item a.i. above.)
- b. Average daily and monthly blockage rate.
- c. Range of answer times for the month and daily and monthly number an percent of incoming calls answered within 10 seconds.
- d. Total daily and monthly number of outgoing calls (including both completed and incomplete) of the following lengths:
  - 0 - 10 minutes
  - >10 - 20 minutes
  - >20 - 30 minutes
  - >30 - 40 minutes
  - >40 - 50 minutes
  - >50 - 60 minutes
  - >60+ minutesTotal of d. should equal total of a.iii.
- 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.iii.)
- f. Number of local, intraLATA toll, intrastate interLATA, interstate and international calls for the month. (Total should equal total of a.iii.)
- g. Number of outgoing calls and average length of completed

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outgoing calls originated by TDD users and voice users (identified separately). (Total number of calls should equal total in a.iii.)

- h. The provider shall provide monthly summary reports to the FPSC and the Administrator regarding number of complaints received categorized by topic areas.
- 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 Commission for the upcoming fiscal year (July 1 - June 30).

The provider 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.

44. Liquidated Damages for Failure to Initiate Services on Time or to Provide Contracted Services for the Life of the Contract.

Implementation of the Florida Relay Service in a timely matter is essential. Failure by the Provider to implement the service by June 1, 1997 shall be considered a significant and material breach of the Provider's commitment. For every day the service is delayed, the Provider shall pay to the Administrator, for deposit in its operating fund, the sum of \$25,000 per day.

Liquidated damages shall accrue in amounts up to the following amounts per day of violation:

- a. For failure to meet answer time, blockage rate or transmission level requirement - \$5,000
- b. For failure to meet complaint resolution requirement - \$1,000
- c. For failure to provide reports - \$500
- d. For failure to 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 an 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

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provider. Such action shall only occur upon order of the FPSC.

45. 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's use.

46. Insurance Coverage

The provider shall provide insurance coverage for itself and all of its employees used in connection with performance of services under this Agreement and ensure that all subcontractors shall be similarly covered. Such policies shall be issued by a financially sound carrier and/or carriers. Such insurance coverage shall hold the FPSC harmless from all claims of bodily injury, including death, and property damage, including loss of use, by provider, its employees, agents or subcontractors and their employees. This insurance will include Worker's Compensation as required by law and comprehensive general liability and bodily injury insurance in amounts that are commercially reasonable under the given circumstances.

### C. THE TECHNICAL BID PROPOSAL FORMAT

#### 1. Format

- The bidder's proposal should be organized in the same order as the items listed in the checklist form in Section E. The bidder should provide information concerning each item in the checklist; however, for items rated as pass/fail, bidder may simply note that it has reviewed the item and agrees to comply with the item. For items for which points may be awarded, the bidder should explain how it will provide the service described in the RFP.
- Twenty (20) two-sided copies of the complete proposal should be filed.
- The technical proposal should 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. (The price proposal shall be submitted in a separate sealed envelope - see Section D.)
- Each page of the entire proposal should be numbered at the bottom center of each page and each page should be consecutively numbered with no repetition of page numbers in the entire proposal. For example, there should only be one page 1, one page 50 and one page 500 in the entire proposal. Page numbering should 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.
- In the top or bottom margin of each page, the name of the company should be identified.
- To the extent possible, all pages of the proposal should be on 8½ x 11" 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.

#### 2. Transmittal Letter

Of the twenty copies of the complete proposal, the transmittal letter on one should contain the original manual signature of the person submitting the proposal on behalf of the bidder. All twenty copies should also contain the signer's name and title typed. The transmittal letter shall clearly identify the complete legal name of the bidder.

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 fax numbers. If different from the person signing the proposal, the proposal

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shall identify the person or persons (name, title, address, telephone and fax number) authorized to make decisions or answer questions related to the proposal and any subsequent contract.

In the transmittal letter the bidder should state that it will comply with all requirements of the RFP. If the bidder is unable to so state, it should in the transmittal letter identify the sections of the RFP with which it cannot comply and expand on that explanation in the body of its proposal.

3. Public Entity Crimes Provision

Each bidder shall complete and provide the attached statement (RFP ref. Section F) pursuant to section 287.133(3)(a), Florida Statutes, as to whether or not it has been convicted of a public entity crime.

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):

1. Audited Financial Statements (or a SEC 10K Report) for the most recent two (2) years, including at a minimum:
  - a. Statement of income and related earnings,
  - b. cash flow statement,
  - c. balance sheet, and,
  - d. opinion concerning financial statements from an outside CPA;
2. Primary Banking Source letter of reference.

5. Experience and Customer References

For each state in which the bidder has or is providing relay service, the bidder shall indicate: (1) when the bidder began operating the system, (2) the number of outgoing calls for the most recent month, and (3) the total duration of the contract. If the bidder's relay service is available for testing by means of a number that can be dialed from within Florida, bidder should provide the telephone numbers that can be used to dial the bidder's relay service.

The bidder shall provide the names of three customer references, including specific contact name and phone number, to whom the bidder has

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provided the bid service or a similar service. If no customer references are available or applicable, explain and provide three alternative references explaining the relationship of the reference to the bidder.

6. Bid Security Deposit

A bid security deposit in the amount of \$500,000 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 at least January 31, 1997 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 and shall be signed by a Florida Licensed Resident Agent. 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.

The unsuccessful bidders' bid security deposit shall be returned, without interest, within thirty (30) days after disqualification, withdrawal or signing of the contract. 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 Telecommunications Access System Fund.

7. 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 should also indicate what experience the subcontractor has in providing the service for which it would contract with the Provider.

8. Check List

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

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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 those optional services described in items 39 a, b, c, and d. The prices per billable minute (or other basis) for items 39 a, b, c, and d 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"**

<u>SERVICE</u>	<u>PRICE PER BILLABLE MINUTE</u>
1. BASIC RELAY SERVICE	\$ .xx PER BILLABLE MINUTE
(Bid price should be on the basis of a flat rate per billable minute and not vary depending upon the volume of traffic).	
2. OPTIONAL FEATURES	
a. Custom Calling Services	\$ .xx PER BILLABLE MINUTE (or other basis)
b. Access to 900/976	\$ .xx PER BILLABLE MINUTE (or other basis)
c. Enhanced Transmission Speed and Interrupt Capability	\$ .xx PER BILLABLE MINUTE (or other basis)
c. Optional Feature #1	\$ .xx PER BILLABLE MINUTE (or other basis)
d. Optional Feature #2	\$ .xx PER BILLABLE MINUTE (or other basis)

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 and using a point rating criteria for other elements. The PRC Chairperson reserves, at his discretion, the right to notify and allow a bidder a minimum time period to cure minor irregularities in both items rated on a pass/fail or a point 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.

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. 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 60% to arrive at the weighted score for each bidder's technical proposal.

Next, a weighted score for each bidder's price proposal shall be calculated as follows. Each bidder's price will be compared by using the lowest bidder's bid price for basic relay service as the numerator of a fraction with each bidder's price as the denominator. Each bidder's percentage will then be multiplied by 40% to arrive at the weighted percentage score for each bidder's price proposal.

Each bidder's weighted percentage score for its technical proposal and for its price proposal will be added together and the bidder with the highest

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total will be recommended by the PRC to the FPSC. However, the FPSC reserves the right to reject the PRC's recommendation.

Evaluation Example

The following is an example of how the PRC would evaluate the bidders. 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

Bidder B - 7,000

Bidder C - 5,500

b) Bidders' price proposals for basic relay service:

Bidder A - \$.55 per billable minute

Bidder B - \$.60 per billable minute

Bidder C - \$.50 per billable minute

The technical evaluation is as follows:

Bidder A (7,500 points) -  $7,500/7,500 = 1.000 \times 60\% = .6000$

Bidder B (7,000 points) -  $7,000/7,500 = .9333 \times 60\% = .5600$

Bidder C (5,500 points) -  $5,500/7,500 = .7333 \times 60\% = .4400$

The price evaluation is as follows:

Bidder A (\$.55 per billable minute) -  $$.50/$.55 = .9091 \times 40\% = .3636$

Bidder B (\$.60 per billable minute) -  $$.50/$.60 = .8331 \times 40\% = .3333$

Bidder C (\$.50 per billable minute) -  $$.50/$.50 = 1.000 \times 40\% = .4000$

The total is calculated as follows:

Bidder A - .6000 (technical) + .3636 (price) = .9636\*

Bidder B - .5600 (technical) + .3333 (price) = .8933

Bidder C - .4400 (technical) + .4000 (price) = .8400

\* Recommended by PRC to FPSC.

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CHECK LIST

Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail OR Maximum Points
1.		Format (RFP ref. Section C-1 and D)	N/A	N/A
2.		Transmittal Letter, Address, Contact Person, Tel. and Fax No. and Legal Name of Bidder, (RFP ref. C-2)		P/F
3.		Check List (RFP ref. C-8 and E)		P/F
4.		Can provide by June 1, 1997 (RFP ref. B-3)		P/F
5.		Term of Contract (RFP ref. B-4)		P/F
6.		Access Numbers (RFP ref. B-5)		P/F
7.		Location of Relay Center (RFP ref. B-6)		P/F
8.		Availability of System to Users (RFP ref. B-7)		P/F
9.		Minimum CA Qualifications and Testing (RFP ref. B-8)		100
10.		CA Training (RFP ref. B-9)		100
11.		Staff Training (RFP ref. B-10)		100
12.		Counseling (RFP ref. B-11)		25
13.		Procedures for Relaying Communications (RFP ref. B-12)		100
14.		Languages Served (RFP ref. B-13)		50
15.		Shift Advisor/Consultant (RFP ref. B-14)		P/F
16.		Confidentiality (RFP ref. B-15)		P/F
17.		Voice and Hearing Carryover (RFP ref. B-16)		50
18.		Obscenity (RFP ref. B-17)		P/F
19.		Emergency Calls (RFP ref. B-18)		50
20.		Blockage (RFP ref. B-19)		200

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Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail OR Maximum Points
21.	_____	Answer Time (RFP ref. B-20)	_____	200
22.	_____	Equipment Compatibility (RFP ref. B-21)	_____	P/F
23.	_____	Transmission Levels (RFP ref. B-22)	_____	P/F
24.	_____	Measuring Equipment Accuracy (RFP ref. B-23)	_____	P/F
25.	_____	Emergency Operations (RFP ref. B-24)	_____	50
26.	_____	Intercept Messages (RFP ref. B-25)	_____	P/F
27.	_____	Service Expansion (RFP ref. B-26)	_____	50
28.	_____	New Technology (RFP ref. B-27)	_____	50
29.	_____	Consumer Input (RFP ref. B-28)	_____	100
30.	_____	Complaint Resolution (RFP ref. B-29)	_____	50
31.	_____	Charges for Incoming Calls (RFP ref. B-30)	_____	P/F
32.	_____	Billing Arrangements (RFP ref. B-31)	_____	50
33.	_____	End User Billing (RFP ref. B-32)	_____	50
34.	_____	Relaying Interstate or International (RFP ref. B-33)	_____	50
35.	_____	End user Selection of Carrier (RFP ref. B-34)	_____	50
36.	_____	Recipient of Toll Revenues (RFP ref. B-35)	_____	P/F
37.	_____	Long Distance Call Billing (RFP ref. B-36)	_____	50
38.	_____	Special Needs (RFP ref. B-37)	_____	25
39.	_____	All Unsolicited Features in Basic Relay Service Price Proposal (RFP ref. B-38)	_____	200
		<u>Optional Services Not In Basic Relay Service Price Proposal</u>		
40.	_____	a. Custom Calling Services (RFP ref. B-39a)	_____	Optional/0 Points
41.	_____	b. 900/976 Services (RFP ref. B-39b)	_____	Optional/0 Points

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Check List Item No.	Initials of Bidder's Contact Person	Brief Title	Page No. Of Bidder's Proposal	Pass/Fail OR Maximum Points
42.		c. Enhanced Transmission Speed and Interrupt Capability (RFP ref. B-39c)		Optional/0 Points
43.		d. Other Optional Features (RFP Ref. B-39d)		Optional/0 Points
44.		Submission of Monthly Invoice (RFP ref. B-41)		P/F
45.		Travel (RFP ref. B-42)		P/F
46.		Reporting Requirements (RFP ref. B-43)		P/F
47.		Liquidated Damages (RFP ref. B-44)		P/F
48.		Transfer to New Provider (RFP ref. B-45)		P/F
49.		Insurance (RFP ref. B-46)		P/F
50.		Public Entity Crimes (RFP ref. C-3 and F)		P/F
51.		Financial Information (RFP ref. C-4)		P/F
52.		Experience and customer references (RFP ref. C-5)		200
53.		Bid Security Deposit (RFP ref. C-6)		P/F
54.		Subcontractors (RFP ref. C-7)		P/F
55.		PRICE PROPOSAL (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. ) E
MAXIMUM TOTAL POINTS				1950

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting \_\_\_\_\_ sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[date]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME, the undersigned authority,**

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature  
[name of individual signing]

in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**MCI TELECOMMUNICATIONS COMPANY  
FLORIDA RELAY SERVICE  
COMPLETED OUTGOING CALL DISTRIBUTION (MINUTES)**

**REPORT 4**

DATE	0+ - 2	2+ - 4	4+ - 6	6+ - 8	8+ - 10	10+ - 20	20+ - 30	30+ - 40	40+ - 50	50+ - 60	>60	COMPLETED CALLS
05/01/96	2132	884	592	374	240	524	110	36	10	14	7	4893
05/02/96	2132	870	573	361	260	502	105	30	8	2	10	4853
05/03/96	2074	859	515	364	238	421	110	38	12	4	4	4639
05/04/96	1705	571	356	219	138	258	70	19	10	5	9	3360
05/05/96	1449	490	262	156	128	286	68	30	13	5	8	2895
05/06/96	2140	1003	619	399	269	538	104	31	15	8	10	5154
05/07/96	1997	940	572	370	268	513	125	27	11	5	10	4858
05/08/96	2153	872	555	368	253	480	122	35	12	2	9	4861
05/09/96	2074	922	578	385	258	490	105	33	17	7	8	4877
05/10/96	2128	882	574	359	253	408	96	31	16	3	6	4752
05/11/96	1644	548	340	204	125	266	70	24	9	8	8	3244
05/12/96	1548	486	297	187	137	269	71	38	11	5	7	3076
05/13/96	2304	968	650	396	269	589	167	37	8	6	12	5406
05/14/96	2018	902	562	413	262	476	100	45	7	5	6	4796
05/15/96	2022	871	582	384	253	457	109	40	14	3	13	4748
05/16/96	2078	882	605	403	261	486	121	46	15	8	10	4815
05/17/96	2129	819	532	347	223	479	99	34	12	9	4	4887
05/18/96	1685	565	315	196	125	267	62	26	10	11	7	3269
05/19/96	1304	424	282	167	122	251	72	23	9	6	13	2675
05/20/96	2088	841	611	394	290	519	120	42	11	5	5	5006
05/21/96	2175	921	615	411	270	544	129	36	17	12	9	5142
05/22/96	2180	878	577	347	233	474	108	40	11	5	5	4834
05/23/96	2057	842	553	365	251	470	111	25	19	5	8	4706
05/24/96	2267	886	554	342	249	446	107	33	14	8	4	4920
05/25/96	1705	580	314	211	126	237	53	24	7	5	3	3245
05/26/96	1417	453	278	169	135	235	62	29	3	1	8	2760
05/27/96	1656	491	332	200	127	276	68	18	18	5	7	3186
05/28/96	2387	1070	682	448	308	572	131	35	21	8	7	5669
05/29/96	2164	905	596	367	240	477	104	42	25	8	5	4953
05/30/96	2216	917	598	417	268	522	121	35	7	6	7	5114
05/31/96	2255	940	568	426	246	471	117	29	16	6	7	5061
<b>DAILY TOTAL</b>	<b>61,241</b>	<b>24,550</b>	<b>15,639</b>	<b>10,159</b>	<b>6,865</b>	<b>13,221</b>	<b>3,115</b>	<b>1,014</b>	<b>388</b>	<b>188</b>	<b>236</b>	<b>136,616</b>
<b>Daily Avg.</b>	<b>1,976</b>	<b>782</b>	<b>504</b>	<b>328</b>	<b>221</b>	<b>426</b>	<b>100</b>	<b>33</b>	<b>13</b>	<b>6</b>	<b>8</b>	<b>4,407</b>
<b>Monthly</b>												
<b>% of Total</b>	<b>44.83%</b>	<b>17.97%</b>	<b>11.45%</b>	<b>7.44%</b>	<b>5.03%</b>	<b>9.68%</b>	<b>2.28%</b>	<b>0.74%</b>	<b>0.28%</b>	<b>0.14%</b>	<b>0.17%</b>	<b>100.00%</b>

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Florida Relay Service - May 1996

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**MCI TELECOMMUNICATIONS COMPANY  
FLORIDA RELAY SERVICE  
OUTGOING CALL TYPES**

REPORT 3

DATE	LOCAL	INTRALATA	INTERLATA INTRASTATE	INTERSTATE	INTERNATL	800 CALLS	DIRECTORY ASSISTANCE	CARRIER OF CHOICE	TOTAL OUTGOING
05/01/96	4067	1334	441	467	13	646	2	4	6994
05/02/96	4271	1195	439	460	2	467	4	6	6884
05/03/96	4070	1284	406	417	30	476	1	3	6889
05/04/96	2830	1026	313	414	11	208	5	0	4905
05/05/96	2442	796	317	435	4	187	6	3	4190
05/06/96	4619	1333	420	433	7	700	0	2	7514
05/07/96	4243	1239	456	436	9	631	1	0	7017
05/08/96	4315	1189	626	433	4	567	3	9	7046
05/09/96	4165	1207	439	453	12	510	1	5	6792
05/10/96	4092	1301	373	367	6	621	2	4	6766
05/11/96	2665	763	320	370	12	173	6	0	4549
05/12/96	2567	766	427	673	15	133	0	7	4590
05/13/96	4605	1331	500	473	16	660	0	6	7591
05/14/96	4375	1211	357	348	12	633	1	7	6944
05/15/96	4022	1129	387	499	17	541	1	2	6596
05/16/96	4052	1262	426	452	6	659	3	2	6666
05/17/96	4461	1212	470	436	5	589	10	11	7196
05/18/96	3174	901	364	465	18	243	3	2	5170
05/19/96	2506	722	282	459	5	101	4	5	4094
05/20/96	5359	1659	479	642	5	936	6	404	8493
05/21/96	4279	1369	417	496	6	570	2	5	7146
05/22/96	4314	1206	434	414	11	490	0	9	6860
05/23/96	4111	1187	406	416	11	481	0	6	6619
05/24/96	4335	1237	379	472	13	482	4	0	6922
05/25/96	2770	964	289	362	14	170	2	2	4573
05/26/96	2410	868	339	316	5	113	0	2	4055
05/27/96	2662	889	327	415	16	193	1	4	4527
05/28/96	5027	1606	455	516	16	635	2	6	8465
05/29/96	4167	1436	440	516	16	616	1	2	7216
05/30/96	4372	1259	469	544	11	690	1	3	7349
05/31/96	4434	1256	500	401	9	577	3	6	7186
<b>TOTAL</b>	<b>120,041</b>	<b>36,161</b>	<b>12,615</b>	<b>14,046</b>	<b>341</b>	<b>14,919</b>	<b>75</b>	<b>526</b>	<b>198,728</b>
Daily Avg.	3,872	1,166	407	453	11	481	2	17	
Monthly									
% of Total	60.40%	16.20%	6.35%	7.07%	0.17%	7.51%	0.04%	0.27%	100.00%

MCI TELECOMMUNICATIONS COMPANY  
 FLORIDA RELAY SERVICE  
 INCOMING CALLER PROFILE

REPORT 2

-----INCOMING-----

DATE	BAUDOT # OF CALLS	USERS AVG LEN	ASCII # OF CALLS	USERS AVG LEN	VOICE # OF CALLS	USERS AVG LEN	TOTAL CALLS
05/01/88	4056	7.5	34	10.7	1220	4.8	5310
05/02/88	4009	7.4	41	8.3	1242	5.0	5282
05/03/88	3979	7.3	27	5.8	1217	4.4	5223
05/04/88	2810	7.0	30	6.5	879	4.8	3719
05/05/88	2418	7.1	26	6.1	786	5.5	3230
05/06/88	4547	7.2	23	7.7	1268	4.2	5838
05/07/88	4184	7.3	26	7.8	1232	4.5	5442
05/08/88	4180	7.2	34	6.2	1296	4.2	5480
05/09/88	4067	7.4	43	7.3	1303	4.4	5413
05/10/88	3981	7.2	25	9.1	1144	4.5	5150
05/11/88	2568	6.9	28	5.6	784	5.1	3382
05/12/88	2473	6.8	26	4.2	888	5.8	3387
05/13/88	4548	7.6	34	6.6	1307	4.5	5889
05/14/88	4029	7.3	35	8.3	1312	4.3	5378
05/15/88	3979	7.4	31	10.3	1268	4.5	5278
05/16/88	4214	7.5	37	10.4	1229	4.2	5480
05/17/88	3978	7.2	29	9.5	1100	4.2	5118
05/18/88	2889	6.9	20	6.6	657	4.4	3686
05/19/88	2290	7.3	16	4.3	684	5.4	2988
05/20/88	5050	6.8	28	8.6	1388	3.8	6467
05/21/88	4181	7.7	32	7.9	1314	4.5	5537
05/22/88	4030	7.1	44	5.8	1307	4.6	5381
05/23/88	4023	7.4	34	6.7	1229	4.4	5288
05/24/88	4015	7.3	34	9.1	1183	4.4	5212
05/25/88	2867	6.4	21	5.1	631	4.8	3519
05/26/88	2194	7.1	32	5.4	761	4.6	2987
05/27/88	2863	6.7	18	6.9	845	4.9	3526
05/28/88	4788	7.4	38	8.3	1449	4.4	6255
05/29/88	4166	7.3	27	7.9	1402	4.1	5585
05/30/88	4266	7.8	32	6.4	1400	4.4	5888
05/31/88	4228	7.4	37	9.0	1324	3.9	5589
TOTAL	115,240		942		35,459		151,841
DAILY AVG.	3,717	7.2	30	7.4	1,144	4.6	4,892
Monthly							
% of Total	76.00%		0.62%		23.38%		100.00%

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**MCI TELECOMMUNICATIONS COMPANY  
FLORIDA RELAY SERVICE  
TRAFFIC REPORT A (TOTAL DAILY & MONTHLY)**

REPORT 1

..... INCOMING CALLS .....

..... OUTGOING CALLS .....

DATE	BAUDOT	ASCR	VOICE	TOTAL	BAUDOT	ASCR	VOICE	COMPLETED	INCOMPLETE	TOTAL
05/01/86	4058	34	1220	5310	524	0	4306	4830	2001	6921
05/02/86	4009	41	1242	5292	588	2	4210	4800	2031	6831
05/03/86	3979	27	1217	5223	535	0	4029	4564	2050	6614
05/04/86	2810	30	879	3719	380	0	2838	3318	1445	4763
05/05/86	2418	26	788	3230	400	1	2449	2850	1295	4145
05/06/86	4547	23	1268	5838	577	0	4527	5104	2360	7464
05/07/86	4184	28	1232	5442	588	0	4212	4798	2159	6957
05/08/86	4160	34	1258	5490	558	0	4235	4783	2185	6978
05/09/86	4087	43	1303	5433	594	0	4218	4812	1915	6727
05/10/86	3881	25	1144	5150	547	0	4144	4881	2014	6705
05/11/86	2588	28	798	3392	407	0	2794	3281	1305	4586
05/12/86	2473	28	888	3397	451	0	2588	3837	1514	4551
05/13/86	4548	34	1307	5889	608	0	4758	5384	2185	7569
05/14/86	4028	35	1312	5378	597	1	4140	4738	2148	6886
05/15/86	3979	31	1268	5278	582	0	4115	4877	1850	6527
05/16/86	4214	37	1228	5480	572	0	4277	4848	1851	6700
05/17/86	3878	29	1109	5116	517	0	4112	4828	2500	7138
05/18/86	2880	20	857	3566	408	0	2810	3219	1901	5120
05/19/86	2280	18	684	2990	347	0	2291	2838	1419	4057
05/20/86	5080	28	1388	6497	532	1	4425	4958	4487	9445
05/21/86	4191	32	1314	5537	648	2	4448	5098	2004	7100
05/22/86	4030	44	1307	5381	587	0	4187	4774	2048	6820
05/23/86	4023	34	1228	5286	552	0	4084	4848	1913	6559
05/24/86	4015	34	1183	5232	587	0	4285	4832	2002	6834
05/25/86	2887	21	831	3519	407	0	2789	3198	1328	4524
05/26/86	2194	32	781	2997	368	0	2390	2758	1275	4031
05/27/86	2883	18	845	3526	405	0	2750	3155	1328	4484
05/28/86	4788	38	1449	6255	650	0	4843	5583	2798	8389
05/29/86	4188	27	1402	5595	593	0	4282	4875	2283	7158
05/30/86	4288	32	1400	5698	642	0	4391	5033	2235	7268
05/31/86	4228	37	1324	5589	575	1	4441	5017	2107	7124
MONTHLY										
TOTALS	118,240	942	35,459	151,641*	16,278	8	118,578	134,883	62,112	196,975
Monthly										
% of Total	78.00%	0.62%	23.38%	100.00%	12.07%	0.01%	87.92%	100.00%	68.47%	100.00%

\*Incoming call counts include General Assistance calls, the outgoing counts do not.

Total General Assistance calls this month: 29,158