



# Public Service Commission

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**DATE:** SEPTEMBER 23, 1999

**TO:** DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAY)

**FROM:** DIVISION OF COMMUNICATIONS (KING, MCDONALD, MOSES, TUDOR)  
DIVISION OF POLICY ANALYSIS & INTERGOVERNMENTAL LIAISON (MILLER) *EM*  
DIVISION OF APPEALS (BROWN) *MB*

**RE:** DOCKET NO. 991222-TP - REQUEST FOR SUBMISSION OF PROPOSALS FOR RELAY SERVICE, BEGINNING IN JUNE 2000, FOR THE HEARING AND SPEECH IMPAIRED, AND OTHER IMPLEMENTATION MATTERS IN COMPLIANCE WITH THE FLORIDA TELECOMMUNICATIONS ACCESS SYSTEM ACT OF 1991.

**AGENDA:** 10/05/99 - REGULAR AGENDA - INTERESTED PERSONS MAY PARTICIPATE

**CRITICAL DATES:** THE CURRENT CONTRACT WITH MCI EXPIRES MAY 31, 2000. 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.

**FILE NAME AND LOCATION:** S:\PSC\CMU\WP\991222.RCM

### EXECUTIVE SUMMARY

This recommendation proposes that the Commission give approval to the attached Request for Proposal (RFP) to provide a telecommunications relay service system in Florida. If approved, the RFP will be issued in early October, with the bidders' proposals due by November 10. The current schedule calls for the Commission to select a Provider in January and for the Provider to begin furnishing service by June 1, 2000.

The attached RFP describes a relay service which will be in compliance with both the Florida Telecommunications Access System

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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 features as part of its 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; and
- h. All other factors listed in the RFP.

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.)

**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 have the responsibility of collecting the surcharge and submitting it to the Administrator. Florida Telecommunications Relay, Inc. (FTRI), a nonprofit corporation formed by the 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 (AC) 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 met with the Advisory Committee on August 27, 1999, to obtain its input and included their suggested changes in the attached draft RFP.

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**Our contract with the current relay Provider, MCI, expires May 31, 2000.** Thus, the RFP needs to be approved for issuance so that we can remain on schedule and a contract can be signed in January 2000, allowing the selected Provider time to set up the system by June 1, 2000.

**DISCUSSION OF ISSUES**

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

**RECOMMENDATION:** Yes. The Commission should issue the attached RFP.

**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 years since a relay system was introduced in Florida and taking into consideration the Advisory Committee's recommendations. The attached RFP is substantively similar to the previous RFP. Furthermore, the attached draft is in type and strike format so that changes from the previous RFP may be more easily identified. Primary changes are specifically identified below; however, other changes can be identified by reviewing the type and strike language. It should be noted that underlined text is a change from the 1996 RFP, not a change from current practice. (In a couple of instances, staff has noted in the RFP where a change has been made since the RFP was issued in 1996.)

**PRIMARY CHANGES FROM PREVIOUS RFP OR PROCEDURES**

1. **Access Numbers:** The draft RFP requires the Provider to continue using the existing numbers for TDD access, ASCII access, and voice access to the relay system. In addition, the draft RFP now requires that the Provider secure a separate toll-free telephone number for Spanish user access. Staff believes that the addition of a Spanish access number will allow calls from Spanish speaking individuals to be handled more expeditiously. This change was recommended and supported by the AC.

2. **Relay Center Location:** The issue of whether or not the RFP should contain a mandate that the relay center be located in the State of Florida surfaced with the initial draft RFP recommendation in July 1991. At that time, the Advisory Committee's position was that such a mandate be in the RFP. However, Commission staff disagreed. The basis for staff's disagreement was that the total costs of the system could possibly be lower because of economies of scale which might be achieved by locating the center in another state. The Commission determined that the relay center should be located in Florida; accordingly, the mandate was included in the RFP which was issued in 1991.

The location issue was specifically addressed again by this Commission in 1996 when it was time to issue the next RFP. Once again it was staff's recommendation that the Commission not mandate that the relay center be located in Florida. While the Commission did not mandate that the center be located in Florida, it was decided that up to 100 points could be awarded if a Provider chose to locate within the State. The points were awarded based on the amount of traffic handled within the State (e.g., if the Provider handled 95% of its Florida traffic within Florida, it was awarded 95 points).

Based on the input of the AC and the past desire of this Commission to locate the center in Florida, the 1999 draft RFP mandates that the relay center be located in Florida. In addition, the provider is required to handle a minimum of 80% of its Florida traffic at its Florida center; however, the 80% mandate will not be effective until September 1, 2000. Since the Provider would only have from mid-January until May 31, 2000, to locate a center in Florida, staff believes it is appropriate to delay the 80% mandate for three months. Accordingly, Florida traffic or a portion of it could be handled by the Provider's other centers for the first 3 months.

This item is now a pass or fail item and no points will be awarded.

### **3. Interaction with Answering Machines and Voice Response Units**

In the previous RFP the Provider was required to follow the procedures outlined in the RFP when a CA was leaving/retrieving messages on answering machines or other voice processing systems. This procedure, along with several others, was included as part of the Procedures for Relaying Communications with a total of 100 points available.

In the draft RFP, Interaction with Answering Machines and Voice Response Units, is a separate item worth 25 points. This item now asks the bidder to explain how it will handle interactions with answering machines and voice response units; this allows the bidders to differentiate themselves and encourages the use of the most recent technologies and procedures instead of those mandated in the RFP. The Advisory Committee supported this change and suggested that it be worth a total of 25 points.

4. **Additional Languages Served:** The provider will not be required to serve languages other than English, Spanish, or ASL. However, consideration will be given for additional evaluation points for proposals that include how the provider would handle relay calls from one or more additional languages (e.g., French, Creole, etc.). This item was not included in previous RFPs and was added based on the recommendation of the AC members. A bidder may receive up to 25 points for this item.

5. **Custom Calling Type Features:** Speed dialing and last number redial have been added as custom calling features for which the bidder can receive a maximum of 25 points. The AC members supported the addition of these features in the basic relay service.

6. **Complaint Resolution:** At the request of the AC members the maximum points available for this item has increased from 25 to 200. The AC believes that this issue is of significant importance, thereby deserving a higher point value.

7. **Optional Services Not Included in Basic Relay Service But Available to Provide at Additional Cost:** Two new items have been specifically included in this category. They are: Video Relay Interpreting (VRI) and Speech to Speech (STS) Service. VRI allows the caller, utilizing video conferencing facilities, to use sign language to communicate with the CA who voices the call to the hearing person at the receiving end.

STS relay enables a person with speech disabilities to use relay services with his or her own voice or voice synthesizer, rather than using a TDD. Specially trained communications assistants function as human translators for people with speech-disabilities who have trouble being understood on the telephone. The STS operator repeats the words of the speech-disabled caller or speech-disabled called party.

These features may be available for purchase at a separate price but are not included in the evaluation process. The AC members recommended that these feature be added to the list of optional features that may be purchased after the Provider is selected.

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, 2000.

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

~~AUGUST 14, 1996~~ OCTOBER x, 1999

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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. Mailed ~~ATT~~ 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 991222-TP. Facsimile correspondence can be directed to the PRC Chairman at (904)(850) 413-6517. E-mail can be directed to the PRC Chairman at [rtudor@psc.state.fl.us](mailto:rtudor@psc.state.fl.us)

**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 F is a copy of the annual report ~~four reports~~ provided by the current relay provider concerning the Florida relay traffic for the months of June 1998 through May 1999 ~~May 1996~~. Also, for informational purposes, the Florida Relay Service bill for the months of May, June, and July 1999 ~~1996~~ was for 985,582, 899,841, and 997,795 ~~987,345~~ billable minutes, respectively. 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

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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.

**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 a Florida certificate of public convenience and necessity or only use for relay service, telecommunications providers that have apply for a Florida certificate of public convenience and necessity to provide local and intrastate interexchange service from the FPSC prior to or at the time it submits its proposal for relay service. The provider shall also have necessary FCC authority or only use for relay service, telecommunications providers that have apply for necessary FCC authority to provide interstate and international service prior to or at the time it submits its proposal for relay service. The FPSC reserves the right to require certification of any entity pursuant to this contract.

**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.

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- 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 one-tenth of a minute. In a session which includes a mix of intrastate toll or local calls and interstate or international calls, the time associated with the interstate or international calls shall not be included in the billable time for that call session.
- f. **Blocked calls** - Calls 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.

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- 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. Provider** - The entity with whom the FPSC contracts to provide Florida Relay Service pursuant to this contract.
- ts. PRC** - Proposals Review Committee
- ut. 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.]
- v. STS or Speech to Speech** - A service that enables a person with speech disabilities to use relay service with his own voice or voice synthesizer, rather than using a TDD. A specially trained CA functions as a human translator for people with speech disabilities who have trouble being understood on the telephone. The STS CA repeats the words of the speech disabled user to the other party on the call.
- w.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.]
- vx. User** - Includes either the calling or called party in a relay call.
- y. Video Relay** - Video relay interpreting allows the caller, utilizing video conferencing facilities, to use sign language to communicate with the CA who voices the call to the hearing person at the receiving end.

**wz. 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 ..... ~~August 4, 1996~~ October 7, 1999

Bidders' Conference.....~~August 28, 1996~~ October 14, 1999

Deliver Final Questions About RFP to PRC Chairman.. ~~September 19, 1996~~ 3:00 pm Eastern Time, October 25, 1999

TECHNICAL AND PRICE PROPOSAL DUE DATE & TIME      3:00pm Eastern Time      ~~October 2, 1996~~  
November 10, 1999

Recommendation Presentation to the FPSC...~~December 3, 1996~~ January 11, 2000

Letter of Intent .....~~December 16, 1996~~ January 14, 2000

Performance Bond Due.....~~January 15, 1997~~ February 11, 2000

Begin Service.....~~June 1, 1997~~ 2000

### 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

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PRC Chairman by ~~5:00 p.m. September 19, 1996~~ 3:00 p.m. Eastern Time, October 25, 1999.

#### **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 Commissioner or staff member 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~~ October 14, 1999. 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~~ November 10, 1999, at 3:00 pm eastern time. **Late proposals will not be accepted.**

(Note - this last sentence is underlined for emphasis and is not a change.)

**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. The PRC Chairman and the FPSC also reserve the right to accept proposals despite minor irregularities and to allow a bidder to correct such minor irregularities.

~~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 120.57(3) ~~120.53(5)(b)~~, 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 120.57(3) ~~120.53(5)~~, F.S. A contract shall be completed and signed by all parties concerned

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

**29. Minority Business**

It is the policy of the Commission to encourage participation by minority business companies (as defined in s. 287.012, F. S.) in Commission contracts. If two identical bids/proposals to an invitation for bids or request for proposals are received and one response is from a minority owned company, the Commission shall enter into a contract with the minority owned company. If applicable, the bidder should include in its proposal evidence that it qualifies for the definition of a minority business.

**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~~2000. 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~~ 2000. 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~~ up to two additional one year periods. By June 1, 2002, and

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June 1, 2003, the provider should notify the Florida Public Service Commission of its desire to extend for an additional year.

**5. Access Numbers**

There shall be a single access number for TDD users, and a single access number for voice users, a single access number for ASCII users, and a single access number for Spanish users. TDD access shall be by using the number 800-955-8771, and voice access shall be by using the number 800-955-8770, and ASCII access shall be by using the number 800-955-1339. The provider shall secure a toll free telephone number for Spanish access. 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, STS, other foreign languages, etc.). If a caller calls the wrong access number, the system shall process the call without requiring the caller to redial.

(Note - The single access number for ASCII users is underlined reflecting a change from the last RFP. However, during the last contract period, an amendment was made to provide a separate ASCII number and so there is currently a separate ASCII number in place.)

**6. Location of Relay Center**

The provider shall be required to locate a relay center in the State of Florida. A minimum of 80 percent of Florida relay traffic shall be handled by the Florida located center except when emergency conditions exist at the Florida center. Emergency conditions that would justify handling what is normally Florida traffic outside the state would include situations such as natural disasters, bomb threat, etc. and would not include traffic spikes.

Notwithstanding the above requirement, during the months of June, July and August, 2000, the provider may handle all Florida relay traffic using out-of-state relay centers. The 80% minimum Florida traffic handled out of a Florida center must be met beginning with the month of September, 2000.

~~The provider shall not be required to physically locate the relay center in the State of Florida, however, evaluation points will be awarded if traffic is handled at a Florida located relay center. The bidder shall identify the location(s) of the relay center(s) that it plans to utilize to handle Florida~~

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~~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.~~

~~\_\_\_\_\_ A The minimum percentage of Florida traffic that will be handled at a Florida located relay center (except when emergency conditions exist at the Florida located relay center) shall be specifically stated in the proposal. Evaluation points will be awarded based on this minimum percentage of Florida traffic to be handled at the Florida located relay center. A maximum of 100 points shall be awarded if all Florida relay traffic (except in emergency conditions) is to be handled at a Florida located relay center; if a lesser percentage is to be handled at a Florida located center, then the number of points shall be equal to the percentage of Florida traffic to be handled at a Florida located relay center. For example, a bidder proposing a relay service that will handle 75% of Florida's relay traffic in state (except under emergency conditions) will receive 75 points. Emergency conditions that would justify handling what is normally Florida traffic outside the state would include situations such as natural disasters, bomb threat, etc. and would not include traffic spikes.~~

~~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 regarding how the percentage of Florida traffic handled outside of the state is distributed. The minimum percentage of Florida traffic to be handled at a Florida located center shall not be changed during the life of the contract.~~

### **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.
- 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

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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 and speech 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 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

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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

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automatically unless the user asks that it not be done.

- g. CAs shall indicate to the user, if known, if another person comes on the line.
- h. All comments directed to either party by the CA or to the CA by either party shall be relayed. These comments shall be typed in parentheses. However, comments between the CA and a relay user at the beginning of a call which deal with billing information need not be relayed to the other user.
- i. CAs shall verify spelling of unfamiliar proper nouns, numbers, addresses, information about drug prescriptions and other unfamiliar words that are spoken and are to be relayed.
- j. 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.~~

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- ~~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.~~  
(Note - subject matter of former l. and m. moved to new section 13.)
- ~~n.~~ l. Users shall not be required to give their names or the name of the party they are calling, unless needed for billing.
- ~~o.~~ m. For each incoming call, the CA shall without delay make as many outgoing calls as requested by the caller.
- ~~p.~~ n. If a user requests that a CA of a specific gender be used, the system shall comply whenever possible.
- ~~q.~~ o. If a user requests that the same CA be used during the entire conversation, the system shall comply whenever possible.

**13. Interaction with Answering Machines and Voice Response Units**

The bidder shall explain if and how messages will be left on or retrieved from answering machines and if and how interaction with voice response units will be accomplished.

- a. The bidder should explain how any access code used to retrieve messages will be confidentially handled.
- b. The bidder should explain if and how messages will be retrieved from an answering machine if the originating party calling the relay center is at the same location as the answering machine. For example, if a person is at home and cannot retrieve his messages from his own answering machine, how will the relay center accomplish retrieving the message

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and relaying the information to the hearing impaired person when only one telephone line exists to the residence?

- c. The bidder should explain how charges for long distance relay calls will apply when multiple calls are necessary to complete leaving or retrieving a message on an answering machine or retrieving a message from a voice response unit.
- d. The bidder should explain if and how calls will be handled in order for the caller to interact with voice response units. (E.G., "Press 1 to ...").

**1413. 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.

**15. Additional Languages Served**

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

**1614. 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.

**1715. 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

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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, 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.

**1816. 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. As part of its proposal the bidder should describe in detail how incoming 2-line VCO calls will be handled. As part of its proposal the bidder should also describe in detail how outgoing 2-line VCO calls will be handled, 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).

**1917. 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.

**2018. 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.

**2119. 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.

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~~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.

**2220. Answer Time**

Provider is responsible for answering 90% of all calls per day month 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 month 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 month 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.~~

**2321. 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, 425, 1140 and 4425 and Ameriphone Dialogue VCO).

**2422. Transmission Levels**

Transmission levels must be maintained within industry standards as

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~~outlined in the American National Standards Institute - Network Performance - Switched Exchange Access Network Transmission Specifications (ANSI T1.506-1997). Provider must provide updates to those standards as amended by ANSI during the term of the contract and must meet the amended 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 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.~~

**2523. 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.

**26.24. 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

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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.

**2725. Intercept Messages**

Intercept messages as appropriate shall be provided if a system failure occurs.

**2826. 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.

**2927. 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.

**3028. 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 the 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 within 15 calendar days after the last month in each quarter 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.

**3129. 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

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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.

**3230. Charges for Incoming Calls**

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

**3331. 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.

**3432. 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%

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of the provider's rate for non-relay calls. An additional 10% discount (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 a party ~~both parties~~ to proceed with the call and shall not include any initial time by the operator to explain how relay service works.

The bidder shall explain how its discount toll plan subscribers would be billed for relayed calls billed by or on behalf of the provider. For example, if a bidder offers a discount for over 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 non-message toll 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, 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.

**3533. 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

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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 or additional charges will apply to interstate and international relay calls.

**3634. 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 Network Interconnection Interoperability Industry Carriers Compatibility Forum for handling end user requests for a carrier other than the provider. The bidder should include a copy of the current standard along with its proposal and the provider shall provide to the FPSC any subsequent updates in the standard as soon as they are adopted.~~

**3735. Recipient of Toll Revenues**

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

**3836. 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

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

**3937. 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 (beyond any other services for basic relay described elsewhere in this RFP) 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

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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.

**40. Custom Calling Type Features**

The bidder should explain separately how the following features would be provided. An explanation should be provided of what actions a caller would have to take to use the services.

Bidders should explain how these features would be provided and what actions the caller will have to take in order to use these features.

**a) Speed Dialing**

This feature allows a caller to prearrange to identify certain numbers by name. The system would know the number to call if the caller asked the CA to call a particular name.

**b) Last Number Redial**

This would allow the caller to have the system dial the last number called via relay without the caller having to give the number to the CA.

**4138. 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. Examples might include features such as: (a) 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; (b) enhanced transmission speed and interrupt capability, etc.

**4239. 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

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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.

**3942.a. Other Custom Calling Type 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 relay user 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.~~
- eb. 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.

**3942.b. Access to 900/976 Services**

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

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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.

The bidder shall explain in the proposal how interstate and intrastate 900/976 calls shall be separated for payment purposes.

**3942.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.

**42.d. Video Relay**

The provider will not be required to provide video relay interpreting unless required for certification by the FCC. No additional evaluation points will be awarded to a bidder based on a proposal to provide video relay interpreting. The proposed charge for this service should be separately stated in the price proposal.

The bidder should explain how it will provide and bill relay service users with video relay interpreting. If this service is provided, before completing the call, the CA shall advise the caller of any user charge for the call.

**42.e. Speech to Speech Service**

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

The bidder should explain how it will provide and bill relay service users with speech to speech service. If this service is provided, before completing the call, the CA shall advise the caller of any user charge amount for the call.

**39.d42.f. Other Optional Features Not Included in Basic Relay**

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. After a bidder is selected to be the provider, the FPSC may contract for not only basic relay service but also for other optional features.

**4043. 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 entire duration of the contract and provided to the FPSC by the date shown in Section A.7. of this RFP.

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

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- 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.

**4144. Submission of Monthly Invoice**

By the 147th calendar day of the month (or the subsequent business day if the 147th 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.

**4245. 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.

**4346. Reporting Requirements**

The provider shall provide to the Commission's Division of Communications and the Administrator the following written reports by the 25th

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calendar day of each month reporting data for the previous month. (More frequent or more detailed reports shall also be provided upon request.)

- a. Total daily and monthly
  - i. number of incoming calls (separately stating whether incoming calls originate as Baudot, ASCII or voice calls and also separately stating whether each type of call is English, Spanish or other foreign language calls .) The number of incoming calls which are general assistance calls shall be footnoted on the report.
  - 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 handling Florida calls 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 and 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

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- >40 - 50 minutes
- >50 - 60 minutes
- >60+ minutes

Total 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 outgoing 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 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.

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**4447. 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~~ 2000 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.

Liquidated damages shall accrue in amounts up to \$25,000 per month for failure to meet answer time requirements.

Any liquidated damages may be paid by means of the Administrator deducting the amount of the liquidated damage from a monthly payment to the provider. Such action shall only occur upon order of the FPSC.

**4548. 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.

**4649. 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" white paper. However, individual presentations which the bidder is unable to place on an 8½ x 11" page in a readable format may be presented on a larger page.

## **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 transmittal letter ~~proposal~~ shall identify the person or persons (name, title, mailing address, e-mail 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**

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided for in Florida Statute 287.017 for Category Two (\$11,000) for a period of 36 months from the date of being placed on the convicted vendor list.

## **4. Financial Information**

To allow the FPSC to evaluate the financial responsibility of the bidding company, the following items shall be submitted with the proposal for the bidding company (and its parent company, if applicable):

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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 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~~ February 28, 2000 and is payable to the Florida Telecommunications Relay, Inc. The bid security deposit will be

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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 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 Florida 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 of Proposal Content**

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 42 a,b,c,d,e, and f ~~39 a, b, c, and d~~. The prices per billable minute (or other basis) for items 42 a,b,c,d,e, and f ~~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 <u>for all billable minutes</u> and not vary depending upon the volume of traffic).	
2. OPTIONAL FEATURES	
a. <u>Other Custom Calling Type Services</u>	\$ .xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.42.a)	
b. <u>Access to 900/976</u>	\$ .xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.42.b)	
c. <u>Enhanced Transmission Speed and Interrupt Capability</u>	\$ .xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.42.c)	
d. <u>Video Relay</u>	\$ .xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.42.d)	
e. <u>Speech to Speech Service</u>	\$ .xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.42.e)	
f. <u>Optional Feature #1</u>	\$ .xx PER BILLABLE MINUTE (or other basis)
(see RFP item B.42.f)	
g. <u>Optional Feature #2</u>	\$ .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

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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 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/$.60 = .8331 \times 40\% = .3333$

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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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FILING 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, and Statement of Compliance with or lack of Compliance with RFP requirements (RFP ref. C-2)		P/F
3.		Check List (RFP ref. C-8 and E)		P/F
4.		Certification by FPSC and FCC (RFP ref. A-5)		P/F
5.		<u>Conflict of Interest (RFP ref. A-28)</u>		P/F
6.		Can provide by June 1, <del>1997</del> <u>2000</u> (RFP ref. B-3)		P/F
7.		Term of Contract (RFP ref. B-4)		P/F
8.		Access Numbers (RFP ref. B-5)		P/F
9.		Location of Relay Center (RFP ref. B-6)		<del>100</del> P/F
10.		Availability of System to Users (RFP ref. B-7)		P/F

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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
11.		Minimum CA Qualifications and Testing (RFP ref. B-8)		100
12.		CA Training (RFP ref. B-9)		100
13.		Staff Training (RFP ref. B-10)		100
14.		Counseling (RFP ref. B-11)		25
15.		Procedures for Relaying Communications (RFP ref. B-12)		100
16.		<u>Interaction with Answering Machines and Voice Response Units</u> (RFP ref. B-13)		25
17.		Languages Served (RFP ref. B-14 <del>13</del> )		P/F
18.		<u>Additional Languages Served (RFP ref. B-15)</u>		25
19.		Shift Advisor/Consultant (RFP ref. B- <del>1614</del> )		P/F
20.		Confidentiality (RFP ref. B- <del>1715</del> )		P/F
21.		Voice and Hearing Carryover (RFP ref. B- <del>1816</del> )		50

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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
22.		Obscenity (RFP ref. B- <del>1917</del> )		P/F
23.		Emergency Calls (RFP ref. B- <del>2018</del> )		50
24.		Blockage (RFP ref. B- <del>2119</del> )		200
25.		Answer Time (RFP ref. B- <del>2220</del> )		200
26.		Equipment Compatibility (RFP ref. B- <del>2321</del> )		P/F
27.		Transmission Levels (RFP ref. B- <del>2422</del> )		P/F
28.		Measuring Equipment Accuracy (RFP ref. B- <del>2523</del> )		P/F
29.		Emergency Operations (RFP ref. B- <del>2624</del> )		50
30.		Intercept Messages (RFP ref. B- <del>2725</del> )		P/F
31.		Service Expansion (RFP ref. B- <del>2826</del> )		50
32.		New Technology (RFP ref. B- <del>2927</del> )		50
33.		Consumer Input (RFP ref. B- <del>3028</del> )		100

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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
34.		Complaint Resolution (RFP ref. B- <del>3129</del> )		50 <del>200</del>
35.		Charges for Incoming Calls (RFP ref. B- <del>3230</del> )		P/F (
36.		Billing Arrangements (RFP ref. B- <del>3331</del> )		50
37.		End User Billing (RFP ref. B- <del>3432</del> )		50
38.		Relaying Interstate or International (RFP ref. B- <del>3533</del> )		50
39.		End user Selection of Carrier (RFP ref. B- <del>3634</del> )		50
40.		Recipient of Toll Revenues (RFP ref. B- <del>3735</del> )		P/F
41.		Long Distance Call Billing (RFP ref. B- <del>3836</del> )		50 (
42.		Special Needs (RFP ref. B- <del>3937</del> )		25
43.		<u>Custom Calling Type Features (Speed Dialing &amp; Three Way Calling)</u> (RFP ref. B-40)		<u>25</u>
<del>40.</del> 44.		All Unsolicited Features in Basic Relay Service Price Proposal (RFP ref. B- <del>30</del> 41)		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
<u>Optional Services Not In Basic Relay Service Price Proposal</u>				
<del>41</del> 45.	_____	42 a) a. <u>Other</u> Custom Calling <u>Type</u> Services (RFP ref. B-39	_____	Optional/0 Points )
<del>42</del> 46.	_____	b. 900/976 Services (RFP ref. B-39 <u>42</u> b)	_____	Optional/0 Points
<del>43</del> 47.	_____	c. Enhanced Transmission Speed and Interrupt Capability (RFP ref. B-39 <u>42</u> c)	_____	Optional/0 Points
<del>44</del> 48.	_____	d. <u>Video Relay</u> (RFP ref. B-42d)	_____	Optional/0 Points
<del>45</del> 49.	_____	e. <u>Speech to Speech Service</u> (RFP ref. B-42e)	_____	Optional/0 Points
<del>46</del> 50.	_____	d. Other Optional Features <u>Not Included in Basic Relay</u> (RFP Ref. B-39d 42f)	_____	Optional/0 Points )
<del>47</del> 51.	_____	Submission of Monthly Invoice (RFP ref. B-44 <u>44</u> )	_____	P/F
<del>48</del> 52.	_____	Travel (RFP ref. B-44 <u>45</u> )	_____	P/F
<del>49</del> 53.	_____	Reporting Requirements (RFP ref. B-44 <u>46</u> )	_____	P/F
<del>50</del> 54.	_____	Liquidated Damages (RFP ref. B-44 <u>47</u> )	_____	P/F

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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
<del>51.</del> <u>55.</u>	_____	Transfer to New Provider (RFP ref. B-45 <u>48</u> )	_____	P/F
<del>52.</del> <u>56.</u>	_____	Insurance (RFP ref. B-46 <u>49</u> )	_____	P/F
<del>53.</del> <u>57.</u>	_____	Public Entity Crimes (RFP ref. C-3)	_____	P/F
<del>54.</del> <u>58.</u>	_____	Financial Information (RFP ref. C-4)	_____	P/F
<del>55.</del> <u>59.</u>	_____	Experience and customer references (RFP ref. C-5)	_____	200
<del>56.</del> <u>60.</u>	_____	Bid Security Deposit (RFP ref. C-6)	_____	P/F
<u>61.</u>	_____	Subcontractors (RFP ref. C-7)	_____	P/F
<u>62.</u>	_____	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. D & E
MAXIMUM TOTAL POINTS				21252000

**ANNUAL REPORT**  
**JUNE 1, 1998 – MAY 31, 1999**



  
**MCI WORLD COM**

**MCI Worldcom/FRS is pleased to submit the following report summarizing the seventh year of operation**

**This report responds to section 2.619(d) of the Florida Relay Service Request for Proposal, (RFP) response contract document, which specifies that an annual summary report be provided.**

**THIS REPORT IS INTENDED FOR THE SOLE USE OF THE RECIPIENT AND IS NOT INTENDED TO BE FURTHER COPIED OR DISTRIBUTED.**

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## PROGRAM OVERVIEW

**B**eginning in the 1970's, various community based relay services provided telephone access between TTY users and the community at large. Since the inception of Florida Relay Service the service has evolved from a "one volunteer, one TTY, and one telephone" operation to its current sophistication and a staff of nearly 300 Communication Assistants.

In its seventh year of MCI *WorldCom* operation, Florida Relay Service handled 1,955,072 billable calls, which comes to an average of 162,918 calls per month and represents an increase of more than 4.5% over the 1997-1998 operation year.

Florida Relay Service provided 1,955,072 call minutes of service to Florida residents. On the average, calls were answered at a speed of 4.8 seconds during this report period, with an improvement of 2 seconds in the last quarter.

Customer Service is always a good barometer of performance. In its seventh year, Florida Relay Service responded to 6,930 customer service information requests and issues.

MCI *WorldCom* developed a teaming approach to the delivery of relay services through the subcontract relationship with Vista IT. in Miami. This insures that customers have a sense of ownership of the relay service and that the improvements in technology and services remain focused on the needs of its customers.

Under this management philosophy, MCI *WorldCom* has primary responsibility for the overall operation of its relay service in Florida including but not limited to:

- Prime contractor relationship with Florida Public Service Commission
- Development, application, and maintenance of enhanced relay technology
- Access to the telecommunications network
- Management and security of the relay center
- Community relations and outreach activities
- Customer Service issues

The role of Vista, IT includes:

- Recruiting, screening and hiring Communication Assistant staff
- Initial and on-going training of Communication Assistants
- Supervision and management of Communication Assistants

Florida Relay Service - June 1998 thru May 1999 vs. June 1997 thru May 1998

Monthly Incoming Calls

BDR - Report 1

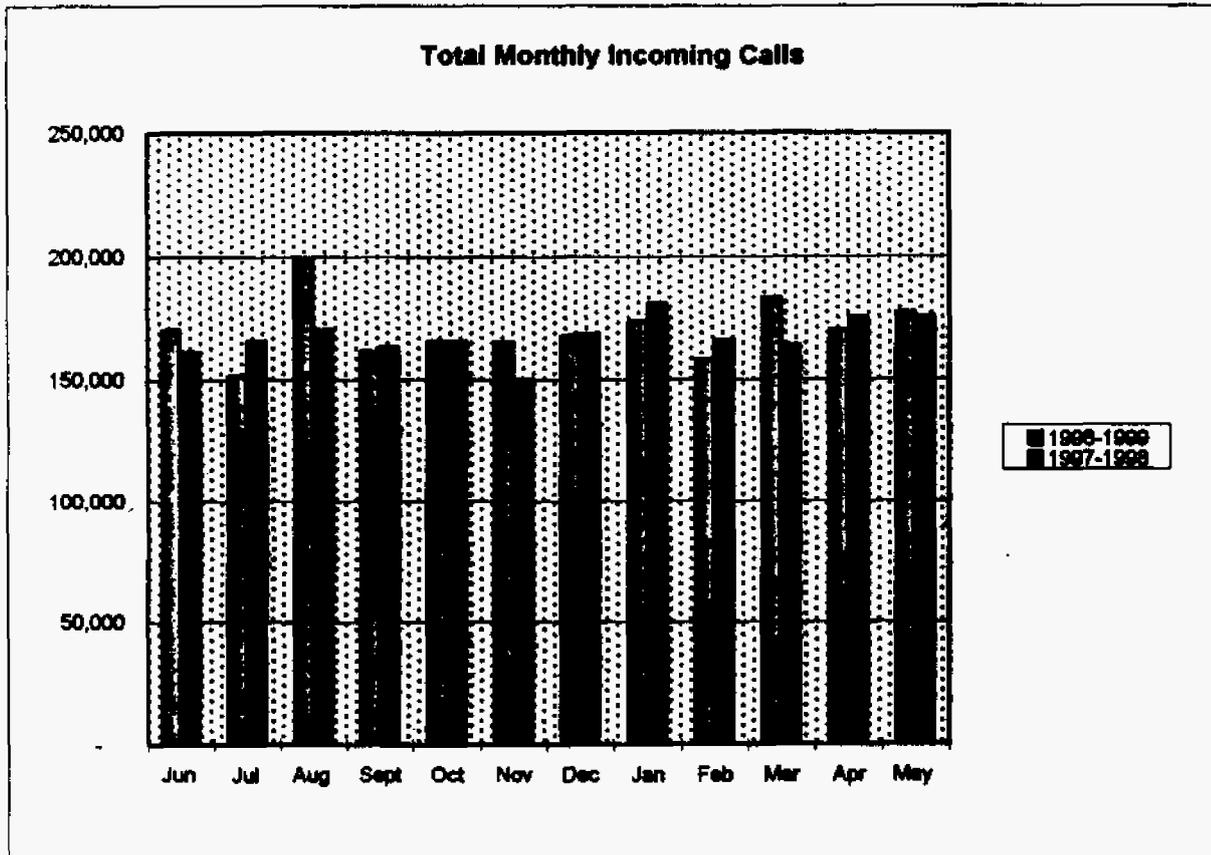
June 1998 - May 1999

June 1997 - May 1998

Total Incoming Calls	
Jun	170,176
Jul	151,443
Aug	198,230
Sept	161,488
Oct	165,496
Nov	164,925
Dec	167,739
Jan	173,585
Feb	157,857
Mar	183,039
Apr	169,855
May	177,141
<b>Total</b>	<b>2,040,974</b>

Total Incoming Calls	
Jun	181,155
Jul	165,795
Aug	170,206
Sept	163,149
Oct	165,367
Nov	149,940
Dec	168,304
Jan	180,783
Feb	165,918
Mar	163,716
Apr	175,026
May	175,339
<b>Total</b>	<b>1,886,219</b>

8.2 % increase in volume over the previous year.

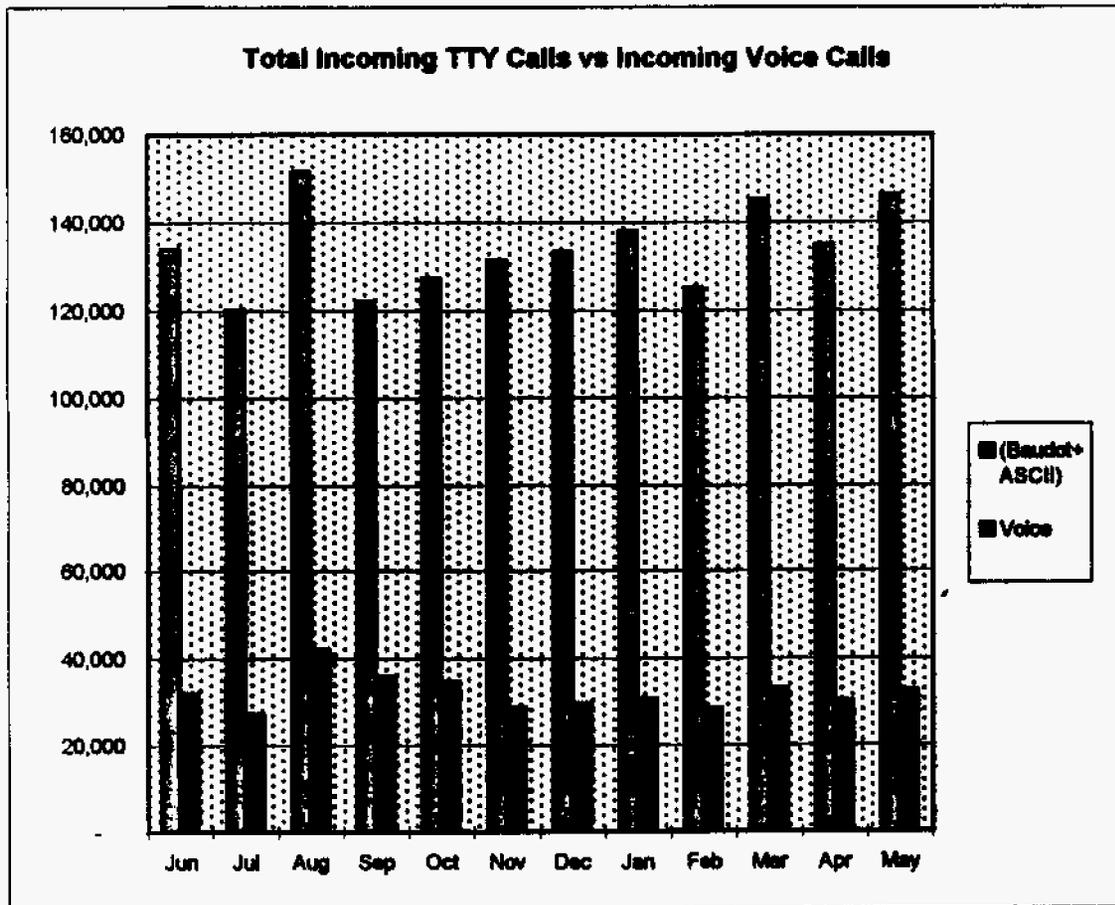


Florida Relay Service - June 1998 thru May 1999

Monthly Incoming Calls - TTY vs Voice

BDR - Report 1

	Incoming TTY (Baudot+ASCII)	Incoming Voice
Jun	134,105	32,078
Jul	120,297	27,268
Aug	151,591	42,132
Sep	122,071	35,887
Oct	127,392	34,541
Nov	131,517	28,719
Dec	133,325	29,531
Jan	138,058	30,619
Feb	125,208	20,382
Mar	145,187	32,836
Apr	134,953	30,049
May	146,285	32,458
<b>Total</b>	<b>1,609,989</b>	<b>384,500</b>



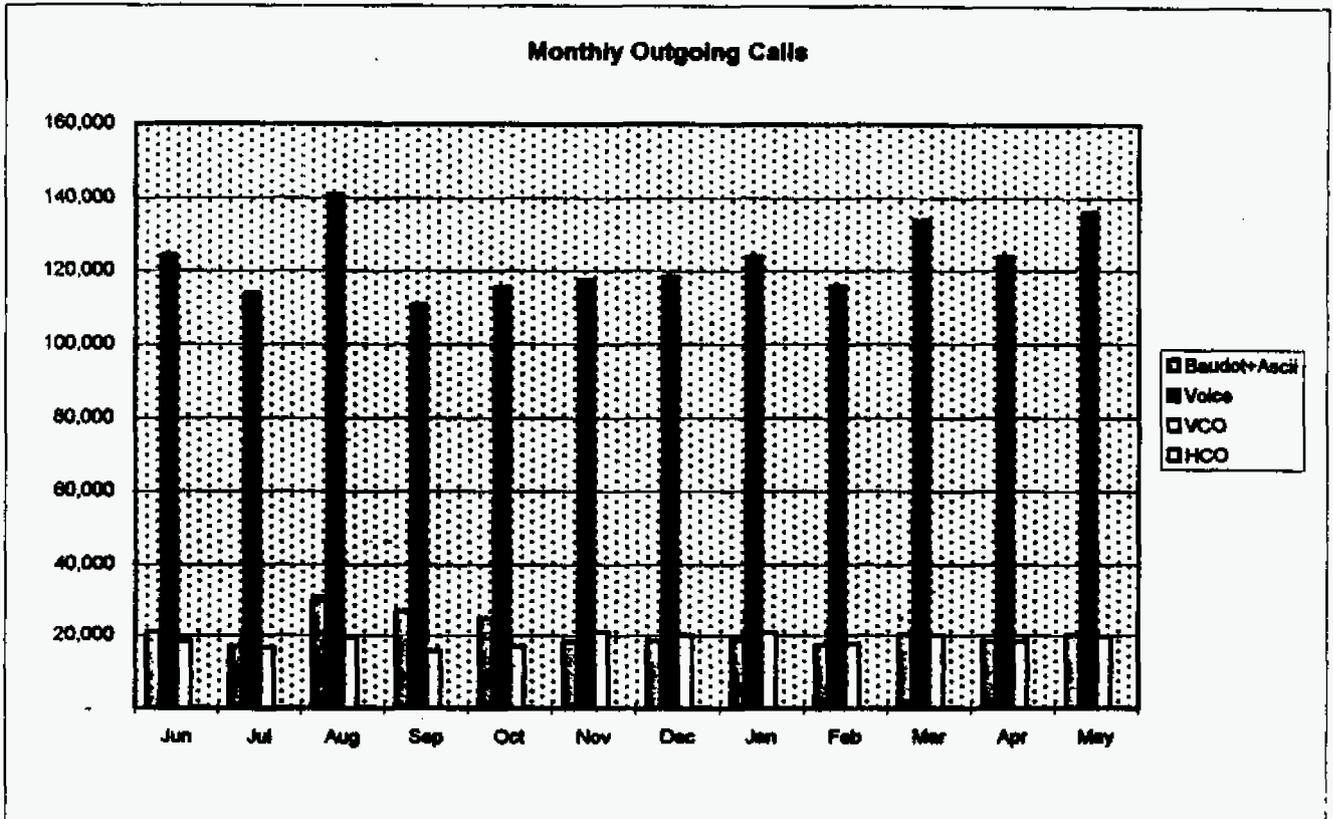
Florida Relay Service - June 1998 thru May 1999

Monthly Outgoing Calls

BDR - Report 1

	Outgoing		Total	Outgoing Voice	Outgoing VCO	Outgoing HCO	Outgoing Complete	Outgoing Incomplete	Total Outgoing
	Baudot	ASCII	Outgoing Baudot+Ascii						
Jun	21,160	58	21,218	124,157	18,260	254	163,889	77,133	241,022
Jul	17,144	41	17,185	113,792	16,662	184	147,793	63,974	211,767
Aug	30,523	53	30,576	141,038	19,571	195	191,380	82,975	274,355
Sep	26,726	58	26,782	110,778	15,723	125	153,408	69,187	222,596
Oct	24,868	35	24,903	115,576	16,878	109	157,466	72,545	230,011
Nov	18,364	34	18,398	117,489	21,183	123	157,193	69,847	227,040
Dec	18,485	27	18,512	118,541	20,309	113	157,475	68,988	226,463
Jan	18,601	15	18,616	124,090	20,772	88	163,566	71,412	234,978
Feb	17,405	19	17,424	115,819	17,624	35	150,902	66,242	217,144
Mar	20,196	33	20,229	133,935	20,135	210	174,509	74,310	248,819
Apr	18,408	24	18,432	124,068	18,514	142	161,156	64,960	226,116
May	20,180	30	20,210	136,180	19,767	133	176,290	70,759	247,049
<b>Total</b>	<b>252,060</b>	<b>425</b>	<b>252,485</b>	<b>1,475,463</b>	<b>225,398</b>	<b>1,711</b>	<b>1,955,027</b>	<b>852,332</b>	<b>2,807,358</b>

\* VCO and HCO reporting in separate categories starting August 1997



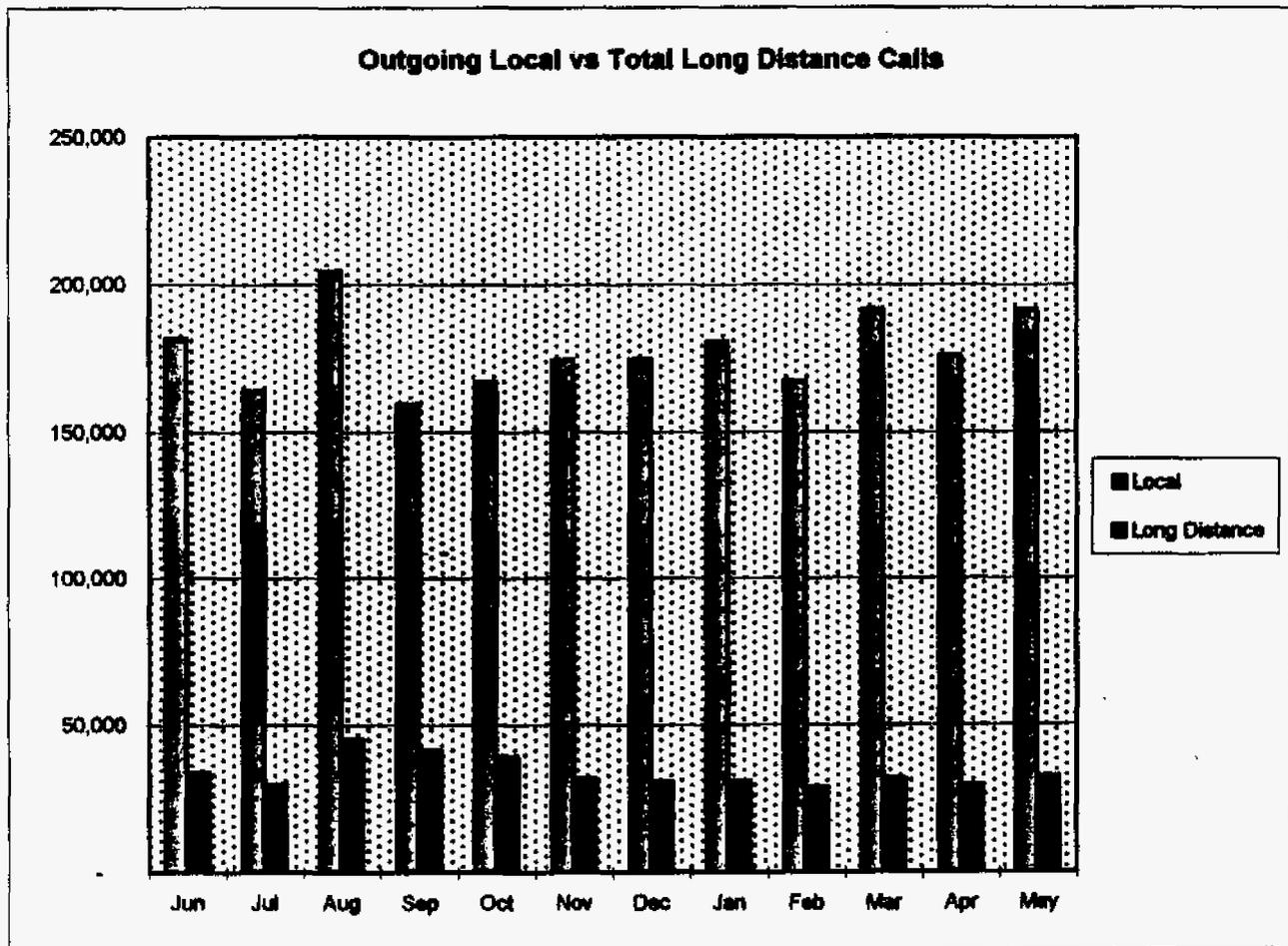
67 76

Florida Relay Service - June 1998 thru May 1999

Monthly Outgoing Call Types - Local Calls vs Long Distance Calls

BDR - Report 3

	Local	Intralata	Interlata/ Intrastate	Interstate	International	Total Long Distance
Jun	181,593	5,153	12,531	15,830	128	33,642
Jul	163,964	3,500	11,755	14,470	135	29,860
Aug	204,404	12,953	13,669	18,415	152	45,189
Sep	159,496	13,966	12,937	14,382	178	41,463
Oct	167,124	11,409	12,673	15,032	197	39,311
Nov	174,417	3,358	13,434	14,929	135	31,856
Dec	174,638	3,105	12,520	14,974	162	30,761
Jan	180,520	2,494	12,885	15,056	275	30,710
Feb	167,340	2,186	12,591	13,827	250	28,854
Mar	191,567	2,870	13,265	15,264	380	31,779
Apr	175,808	2,611	12,859	13,679	223	29,372
May	191,332	2,877	13,702	15,731	180	32,490
<b>Total</b>	<b>2,132,203</b>	<b>66,482</b>	<b>154,821</b>	<b>181,589</b>	<b>2,395</b>	<b>405,287</b>



## OUTREACH ACTIVITIES

**O**utreach and public information is an important activity of Florida Relay Service. The focus in the seventh year of Florida Relay Service under MCI *WorldCom* management has been to inform public and private sector employers and service providers of availability, access and utilization of Florida Relay Service.

- Broward County Association for the Deaf
- Palm Beach County Association for the Deaf
- St. John County Association for the Deaf
- Florida School for the Deaf and the Blind
- Center of Independent Living, Orlando
- Center of Independent Living, Jacksonville
- DSC, Pinellas Park
- Deaf Services Bureau, Miami –Open House
- Cochlear Implant Support Group
- Safety Harbor Library
- Safety Harbor Elementary School
- All Streams Conference
- Emergency Management Team, Miami
- Self Help for the Hard of Hearing, Orlando
- ALDA, Tampa
- Tallahassee- Community Forum
- National Association for the Deaf Senior Citizens Conference
- Palm Beach County –Open House
- Broward County –Open House
- Miami Dade Community College Retreat
- Miami Herald article on Florida Relay Service
- Florida Telecommunications Relay Inc., Retreat
- PEACH, Pinellas Park
- Distressed Women of Broward County
- ADA office, Orlando
- FAD newsletter articles on Florida Relay Service
- FTRI newsletter articles on Florida Relay Service
- Pinellas Park High School
- Morgan Fitzgerald Middle School
- Cross Bayou Elementary School
- PBCAD Luncheon
- Flagler College
- Deaf Women United