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## INVITATION TO BID

Enclosed is the Kentucky Public Service Commission's Request for Proposal (RFP) – Telecommunications Relay Service. You are invited to submit a proposal in accordance with the attached RFP. This bid is open to all qualified bidders and is posted on the Commission's Web site. Questions should be directed to Jim Stevens of the Financial Analysis Division at (502) 564-3940, ext. 238, [wjstevens@ky.gov](mailto:wjstevens@ky.gov).

Sincerely,

Beth O'Donnell  
Executive Director

**COMMONWEALTH OF KENTUCKY**

**PUBLIC SERVICE COMMISSION**

**REQUEST FOR PROPOSAL**

**STATEWIDE TELECOMMUNICATIONS**

**RELAY SERVICE**

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## 1. INTRODUCTION

### 1.1 Background

This RFP provides potential bidders with information to prepare and submit a proposal for statewide telecommunications relay service (TRS) functioning 24 hours per day, 7 days a week. This service is provided pursuant to KRS 278.548. TRS will provide a platform to enable text telephone (TTY) and non-TTY users to communicate on the publicly switched telecommunications network. TRS will incorporate state-of-the-art technology and will use highly trained and skilled Communications Assistants. Service will provide hearing or speech disabled individuals functionally equivalent access to telecommunications to that used by hearing people communicating by voice.

Pursuant to KRS 278.549, funding is derived from a current statewide surcharge of 9 cents per access line per month.

The Kentucky Public Service Commission intends to award to a single vendor a three-year contract with a two-year extension option, leading to a maximum of five years, for the provision of TRS. Neither an in-state service center nor a full-time account manager from the provider is required.

Recent traffic has averaged 35,000 - 45,000 outbound calls and 175,000 - 195,000 minutes of service per month. TRS Service is currently provided by Hamilton Telecommunications, Inc. Questions regarding Hamilton's current service should be forwarded to Dixie Ziegler, Director of Relay, 1001 Twelfth Street, Aurora, NE 68818.

### 1.2 Contractor Responsibilities

Vendor, or vendor and its subcontractors shall furnish all financial, technical and human resource elements to provide service required by the RFP and eventual contract.

Damages and penalties may be assessed for non-compliance to deliverable services presented under Proposal Requirements of this RFP, which require responses. The awarded vendor must notify the Commission within 24 hours of circumstances that prevent compliance. The Contract Administrator must reasonably determine that failure to perform the specified requirements was beyond the control and without fault or negligence of Kentucky's TRS provider.

Vendor, or vendor and its subcontractors shall not prepare and deliver news releases pertaining to this RFP or contract award without prior written approval of the Commission.

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### 1.3 Contracting Agency

This RFP is issued and awarded by Kentucky Public Service Commission, the sole point of contact during the selection process. The contact person is Jim Stevens at (502) 564-3940 (V); (502) 564-1582 (fax); or by e-mail jim.stevens@ky.gov.

The award will be made to the bidder whose proposal conforms to this RFP and is evaluated to be most advantageous to the State of Kentucky.

### 1.4 Reasonable Accommodations

The Kentucky Public Service Commission will provide a copy of this RFP in alternative format, for qualified individuals with disabilities, upon request, including computer disk. If reasonable accommodations are needed, contact Jim Stevens.

### 1.5 Definitions

For the purpose of this RFP, the following acronyms/definitions will be used:

Abandoned Call: An incoming call reaching the relay center but not answered by a Communications Assistant.

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

ASCII: (American Standard Code for Information Interchange) is an 8-bit code and can operate at any standard Baud rate including 300, 1200, 2400 and higher.

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

Billable Minutes (Session Minutes Basis): The time that will be billed the State, constituting the time elapsed between when the incoming call answered by the Communications Assistant (CA) at the TRS facility and continuing until the call is terminated by the CA at the relay center.

**Note: *Session time shall be recorded to the nearest tenth of a minute. All session times for the calendar month shall be added and rounded to the nearest tenth of a minute. This total shall be the amount of time to be billed. Non-toll intra-state minutes are billed to the State. Inter-state, international or 800/888/877 calls are billed to the National Exchange Carrier Association.***

CDR: Call Detail Report/Record

Call Duration: An outgoing call that records the actual length of time from when call setup begins at the relay center until call wrap-up is completed by the Communications Assistant.

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

Communications Assistant (CA): A person who transliterates or interprets conversation between two users of TRS.

Completed Outgoing Call: An outgoing call answered by the called party, regardless of whether an individual answers, an answering machine responds, voice mail answers or the call is forwarded to another telephone number.

Disconnected Call: An outgoing call in which the calling party or the Communications Assistant terminates the incoming call before the called party answers.

FCC: Federal Communications Commission

FCC Rules: The rule governing the creation and certification of relay services issued July 1991 as part of Title IV of the Americans with Disabilities Act or subsequently issued rules governing the provision of relay service including 47 C.F.R. 64.601 *et seq.*

General Assistance Calls: Incoming calls to the relay center not resulting in an outgoing call for reasons such as: the called party or the Communications Assistant cannot read or hear the other because of technical problems; the calling party may only ask the Communications Assistant for general information; the calling party may have misdialed and does not intend to reach an end user; the caller may forget the number to be dialed; the caller may be appropriately referred to the provider's Customer Service Commission.

Hearing Carry Over (HCO): A reduced form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability.

Incoming Call: The portion of the communications connection from the calling party to contact with the relay center. It may result in an abandoned call, a general assistance call, or a call to an end user.

Uncompleted Outgoing Call: One not answered by the called party for reasons including a ring with no answer, a busy signal, a circuit busy, or a trunk line busy response.

Interpret: To change the text of a TTY user or the speech of a voice user into a language readily understood by the appropriate party by reciting or typing word-for-word.

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Kentucky Public Service Commission: The Commission or KPSC.

KRS: Kentucky Revised Statutes

LATA: Local Access Transport Area

May: Indicates something not mandatory

NPA: Number Plan Area, otherwise known as area code

NXX: Prefix-line number

Non-English language Relay Service: A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other than English, through a CA who is fluent in that language.

Outgoing Call: The portion of the communications connection from the TRS facility to the called party. An outgoing call may be answered by the called party (i.e., completed) or may not be answered by the called party (uncompleted).

Vendor/Bidder: Organization/individual submitting a proposal in response to this RFP.

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

RFP: Request for Proposal

Session Minutes: The time from when a Communications Assistant answers a call until the Communications Assistant completes the call, this includes call setup and call wrap-up.

Shall/Must/Will: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive or may result in liquidated damages.

Should: Something recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.

Speech to Speech: A telecommunications relay service that allows people with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with disabilities and can repeat the words spoken by that person.



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Subcontractor: Consultant, business partner and/or someone not directly employed by the vendor who will provide services identified in this RFP.

Successful Vendor: Organization/individual that is awarded and has an approved contract with the State of Kentucky for the services identified in this RFP.

SS7: Signaling System 7 (SS7) is an architecture for performing out-of-band signaling in support of the call-establishment, billing, routing, and information-exchange functions of the public switched telephone network (PSTN). It identifies functions to be performed by a signaling-system network and a protocol to enable their performance.

Telecommunications Relay Service (TRS): Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communications services by wire or radio. Such term includes services that enable two-way communication between and individual who uses a text telephone or other nonvoice terminal device and an individual who does not use such a device, speech to speech services, video relay interpreting services and non-English relay services. TRS supercedes the terms "dual party relay system," "message relay services," and "TDD Relay."

Transliterate: To type or voice speech or text exactly as presented to the Communications Assistant.

TTY (text telephone or teletypewriter): A device, or machine, using graphic communication to transmit coded signals through a wire or radio communication system.

TTY User: An individual who uses a TTY or similar device (e.g., telebrailleur or computer with modem) to communicate on the telephone.

User: Either the caller or the called party in a relay call.

Video Relay Interpreting service (VRI): A telecommunications relay service that allows people with hearing or speech disabilities who use sign language to communicate with voice telephone users through video equipment. The video link allows the CA to view and interpret the party's signed conversation and relay the conversation back and forth with a voice caller.

Voice Carryover (VCO): A reduced form of TRS where the person with a hearing disability is able to speak directly to the other end user. The CA types back to the person with the hearing disability. The CA does not voice the conversation.

WPM: Words per minute

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1.6 RFP Projected Timetable	<u>Date</u>
RFP Release Date	June 1, 2005
Written Proposals Due Date	June 30, 2005 by 4:30 p.m. EDT
Commission Decision / Award	July 29, 2005
Service Startup	September 20, 2005 at 12:01 a.m. EDT

#### 1.7 Pre-Bid Conference

The Commission may at its discretion schedule oral presentations after all bids are received.

#### 1.8 Contract Term

The contract shall be effective September 20, 2005, pending submittals and shall run initially through September 19, 2008. Upon mutual agreement between the Kentucky Public Service Commission and the provider, the contract may allow for the term to be extended for one additional two-year period. By September 20, 2007, the provider should notify Kentucky Public Service Commission of its desire to extend for an additional two-year period.

#### 1.9 RFP Revisions

The Commission reserves the right to amend this RFP at any time prior to the proposal due date. If it is necessary to amend any part of the RFP, the Commission will furnish an addendum, or addenda, to all prospective vendors who have received the RFP.

## **2. PROPOSAL EVALUATION, SELECTION AND AWARD PROCESS**

### **2.1 Requirements**

Vendors shall submit their entire response in no less than 12-point font. If essential requirements identified in section 3.1 are not met the proposal may be rejected. Other basic and desired requirements are presented in sections 3.2 - 3.9.

### **2.2 Proposal Evaluation and Scoring**

The Commission and staff will conduct a fair, and impartial evaluation of proposals received in response to this RFP. The evaluation will be conducted based on the following areas: Mandatory requirements of the RFP; Technical requirements of the RFP; Corporate capabilities and experience; Project schedule; Technical approach; and Cost Per Session Minute

If vendors are requested to attend oral interviews, cost shall be incurred by bidder and is not reimbursable by the State. Vendor may not introduce new information except as requested by the State in clarifying statements made in vendor's written response.

### **2.3 Right to Reject Proposals and to Negotiate Contract Terms**

The Commission reserves the right to reject any proposal based on criteria that include required services and financial stability of a bidding entity and to negotiate the terms of the contract with the vendor, including the award amount, prior to entering into a contract. If contract negotiations are unsuccessful with the highest scoring bidder, the Commission may negotiate a contract with the next highest scoring vendor.

### **2.4 Notification of Award**

The Commission will issue a letter indicating the winning bidder; all parties of record will receive the Commission's letter.

### **2.5 Appeals Process.**

Unsuccessful vendors have the right to appeal the Commission's decision of award consistent with Kentucky Revised Statutes 278.400

### 3. PROPOSAL REQUIREMENTS

All proposal requirements must be addressed in the RFP response. Missing answers may result in the response being disqualified for bid. Shortcoming in performance by the winning bidder may result in the assessment of liquidated damages presented more fully in Section 4.40.

Liquidated damages deducted from monthly invoices to the Commission may be assessed for daily violations of any and all Proposal Requirement section and subsection standards that are required (i.e., stated as shall/must/will).

#### 3.1 Mandatory Requirements

3.1.1 The relay system shall handle call procedures and traffic consistent with the essentials outlined in this section during the life of the contract. From experience the length of outbound call time ranges between 4 to 5 minutes.

3.1.2 The relay system shall comply with the FCC's existing standards and regulations, including in 47 C.F.R. 64.601 *et. seq.*, and those that may be required by the FCC after September 20, 2005, at no additional cost to the State through the initial 3-year contract period.

3.1.3 The Vendor shall meet, by required timelines, any applicable Kentucky Public Service Commission approval requirements.

3.1.4 Vendor shall respond to and provide all required services identified in the RFP and shall respond to all Conditions (Item 4).

3.1.5 Toll free access to relay center(s). Vendor shall provide statewide service 24 hours a day, every day of the year, in accordance with system requirements and performance standards identified in the RFP and contract, through one toll free access number for TTY users and another toll free number for voice users.

The numbers used to service this RFP shall remain with the State. Current access numbers are 800-648-6056 / TTY, 800-648-6057 / Voice, Speech to Speech: 888-244-6111, and Spanish to Spanish: 866-490-4403. The Relay is also accessible by dialing 711.

Vendor also shall maintain 24-hour toll free Customer Service, the current number is 888-662-2406 Voice/TTY.

#### 3.1.6 Reliability standards of system design:

- A. Uninterruptible Power. Uninterruptible power for a minimum of 8 hours is required to support the switching system and peripherals that include CA consoles, terminals, worksite and facility lighting, CDR recording, air conditioning, fire suppression systems and heating.

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- B. Switching System. It shall include: a redundant Central Processing Unit on "hot stand-by" to ensure that no calls are dropped due to processor failure; a full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities; on-line system monitoring; real-time programming capabilities which will not take the system off line; an inventory of spare critical components (to be defined by the provider) maintained on site to ensure that the required levels of service are met.
- C. Intercept Messages. Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, relay center or on outbound circuits. Voice, Baudot and ASCII messages shall be provided. Intercept messages on inbound circuits may or may not be under the control of the service provider. Minutes of use attributed to accessing these messages shall not be included in billable minutes.
- D. Disaster Recovery Plan. The provider shall have and discuss a complete plan for dealing with all types of natural and man-made problems. If a major problem occurs, the provider shall contact the Commission **immediately** at 502-564-3940/V or 502-564-1582/FAX. The plan should detail the levels of escalation that will be employed to deal with the problem and to restore service.

3.1.7 Calls originating or terminating in Kentucky. Calls must originate or terminate in Kentucky to prevent relay costs being incurred by Kentucky from non-Kentucky residents seeking to access a Kentucky relay service not available in their states.

3.1.8 Carrier of choice. Relay customers must be able to select their carrier of choice, then to become part of the provider's customer profile/database. Carrier of choice therefore always will be automatically accomplished according to the individual's automatic number identification (ANI).

3.1.9 Evaluation reports. The State reserves the right to establish an evaluation of Kentucky Relay services or to require reports of service evaluations performed by providers. The State also reserves the right to audit the provider of relay service to Kentucky, at State expense, to assess compliance with any and all contract requirements.

3.1.10 Vendors shall identify the location(s) of the relay center(s) to service Kentucky.

3.1.11 Service startup. Vendors shall provide a plan to implement service including a timeline with critical dates for major steps in the process from contract award to the September 20, 2005, startup date and for the first year of service. Milestones will be outlined & detailed.

3.1.12 Acceptance of proposal contents. Applicants shall identify exceptions, if any, to specifications subsequent to section 3.1 in this RFP. However, exceptions **may result** in rejection of the proposal.

### 3.2 System Design And Maintenance

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

3.2.2 Local, intra-LATA toll, and intra-state inter-LATA toll calls originating or terminating in Kentucky. Explain how these types of calls will be handled and, when necessary, explained by the CA to the caller.

3.2.3 Interstate and international calls. Discuss how these calls will be handled through Kentucky's relay service.

3.2.4 Recorded message at the relay center. Kentucky's relay advisory board and the Commission desire that a recorded message shall be used at the relay center. Callers should not encounter a continuous ringing or busy signal. Bidder shall explain if it has any problems handling calls in this manner.

3.2.5 Speed of Answer. Relay service shall include adequate staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. TRS shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in que or on hold. The ten seconds begins at the time the call is delivered to the TRS center's network. The call is considered delivered when the relay center's equipment accepts the call from the local exchange carrier and the public switched network actually delivers the call to the TRS center. Abandoned calls shall be included in the speed of answer calculation. A provider's compliance with this rule shall be measured on a daily basis. Liquidated damages may be assessed for any day that answer time standards are not met.

Vendor shall describe how it will assure this level of response, which will be incorporated in monthly and annual reports to the Commission.

3.2.6 Call blockage. Vendor's service system shall meet or exceed a grade of service of P.01, monitored at least hourly and reported to the Contract Administrator in accordance with traffic reporting requirements identified in section 3.2.8.

Vendor shall explain how it defines blockage and how it measures blockage.

3.2.7 Capability of CAs to handle Spanish language calls 24 hours a day on an interstate basis shall be provided. Intrastate Spanish service is not required on but optional pricing may be provided in the bid response for the Commission's review.

3.2.8 Traffic reports. Monthly traffic reports shall be submitted to the Contract Administrator no later than the 21<sup>st</sup> of the month following that for which service was provided. The minimum reports shall include, but are not limited to, the following:

- Total monthly call minutes
- Total monthly interstate call minutes
- Total monthly international call minutes
- Total interstate directory assistance minutes
- Total toll-free assistance minutes
- Total monthly minutes billed to the State and total monthly invoice cost
- Monthly number of inbound calls broken down by:
  - Total in queue
  - Total abandoned
  - Total answered
- Monthly average talk time for inbound calls and average talk time by six-hour increments per day
- Monthly average speed of answer of inbound calls by relay center answering Kentucky Relay calls and broken down by six-hour increments per day
- Monthly total of outbound calls
- Monthly number of outbound calls broken down by each of the following:
  - Completed
  - Busy
  - No answer
  - Local calls
  - Intrastate calls intra-LATA
  - Intrastate calls inter-LATA
  - Interstate calls originating inside Kentucky
  - Interstate calls originating outside Kentucky
  - International calls
  - General assistance calls
  - Directory assistance calls
  - Toll-free 800/888/877 calls
  - 900/976 access calls
  - International calls
  - Speech disabled calls, and their percentage of monthly total calls
  - ASCII calls, and their percentage of monthly total calls
  - Hearing carryover calls to hearing carryover calls
  - Voice carryover calls, and their percentage of monthly total calls
  - VCO to VCO calls, and their percentage of monthly total calls
  - Speech to speech calls, and their percentage of monthly total calls

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- Monthly average time length of outbound calls by type of call:
  - Voice
  - TTY
  - ASCII
  - VCO
  - VCO to VCO
  - HCO
  - HCO to HCO
  - Speech to speech
- Daily NPA-NXX TTY and voice calls by originating prefix is desired
- A monthly NPA-NXX visual report showing, by percentage, the originating communities or counties of Kentucky inbound calls to the relay center(s) is desired
- Required is a monthly pie chart showing percentages of outbound call type
- Required is a monthly pie chart showing percentages of outbound calls by call type in session minutes
- Monthly average call handling time including:
  - Number of seconds for call setup and call wrap-up
  - Talk time in minutes and seconds between end users
- Average blockage rate by month, with supplemental reports showing the rate by day, by six-hour increments, and by hour (see section 3.2.6).
- Monthly average number of outbound calls by weekday and by weekend days
- Complaints received by month, with supplemental report identifying the types of complaints

Vendor shall have the capability to provide other reports as required

3.2.9 Upgrades in technology. The Commission should be apprised by provider of its technological improvements affecting relay that the Commission may want to incorporate into Kentucky Relay. Technology includes increased use of automation, such as macro key functions and programming efforts designed to minimize time required to handle relay calls.

3.2.10 Customer database/profile. The Commission desires that providers have software capable of storing and processing data on users who request this service. Vendors shall identify:

- If this service is available.
- How the information will be gathered from each caller desiring this function.



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- Specifically what types of information will form the database/profile (e.g., carrier of choice, frequently called numbers, whether the person uses a TTY, ASCII, VCO, HCO, speech to speech, Spanish, and other available database/profile options).
- How this information will be input.
- How this information can be changed by the caller.
- How this information is monitored for confidentiality at the relay center.
- Database/profile information will be transferred from the outgoing provider to the new provider. The database/profile must be disclosed in usable form at least 60 days prior to the provider's last day of service provision.

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

3.2.12 Voice carryover (VCO) and hearing carryover (HCO). Bidders shall provide a brief description of how they provide these services to TTY users both in acoustic and direct connect modes. Explain how VCO and HCO are explained to end-users.

3.2.13 Speech to speech and voice carryover to voice carryover. Describe how these services will be accomplished and explained to end-users. A separate 800/888/877 number is required for speech to speech calls. Explain if the main relay numbers or if different 800/888/877 numbers will be utilized for VCO to VCO and HCO to HCO.

3.2.14 STS called numbers. Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

3.2.15 Spanish to Spanish. The Commission at this time does not require Spanish to Spanish relay service on an intrastate basis. This service is required for interstate only. Bidders may provide optional pricing for intrastate Spanish to Spanish relay service.

3.2.16 Gender identification. Kentucky desires that Communications Assistants identify their gender at the start of the call. If this protocol is not established, explain the process of how callers may request that a male or female CA process their calls when they reach the relay center.

3.2.17 Access to regionally restricted 800/888/877 numbers and pay-for-service numbers. The winning vendor shall provide access to regionally restricted 800/888/877 numbers, business offices of local telephone companies that have special prefixes, and pay-per-call telephone numbers such as 900 and 976. Describe how this will be accomplished.

3.2.18 Vendor shall discuss how it will handle cellular and personal communications services (digital, non-analog form of cellular phone) phone calls and how they will be billed. Please separate your answers for voice and for text initiated calls.

3.2.19 Call fluctuations. Providers must have the capability to meet potential long-term increases in call volume and short-term “spikes” of increased calls. Describe and detail how such long-term increases will be handled as well as unanticipated surges in traffic.

3.2.20 Directory assistance. Bidder shall provide callers with access to local and long distance directory assistance. Local assistance must be billed to end users at the same rate that would be billed by the local company directly servicing the end user. Long distance calls must be billed at the provider’s tariffed rate or at the rate of the carrier used for the long distance directory assistance call. Vendor shall briefly describe how this service will be provided and billed to end-users.

3.2.21 Use of ANI. Automatic Numbering Identification technology shall be used so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange company or competitive local carrier.

3.2.22 Automatic error correction. The Commission highly desires that providers have an error-correction function to automatically correct typographical errors made by Communications Assistants. If this system is available, describe how it will be deployed and size of the system’s dictionary.

3.2.23 Turbo Code<sup>®</sup>. The Commission highly desires that provider have the ability to transmit and receive on the Turbo Code<sup>®</sup> platform.

3.2.24 SS7 platform. The Commission highly desires that the provider’s relay platform fully supports SS7 signaling. Describe the relay platform used by the vendor.

3.2.25 True Caller ID. The Commission highly desires that the provider’s relay platform fully support Caller ID functionality such that if the called party subscribes to Caller ID service and has the appropriate equipment the number and or name of the originating party will be appear on the equipment. Describe how the vendor employs Caller ID.

3.2.26 Voice Mail and Answering machine retrieval. The provider must provide voice mail and answering machine retrieval, explain how this is accomplished.

3.2.27 Optional service. (See System Enhancement in Section 3.6 and Cost Proposal in Section 3.9)

### 3.3 Operational Protocol, Skills, Training and Standards

3.3.1 Kentucky Relay greeting. Unless otherwise directed by the caller, the CA shall always use a pre-determined script (voiced or mechanical, depending on whether the caller voices or uses a TTY or computer) to announce himself/herself as a Kentucky Relay agent, identification number, and preferably gender ID. Please provide a sample script of the announcement for calls to be received at the relay center, announcement to the called party, and sign-off announcement.

3.3.2 The following skills shall be possessed by CA's prior to handling calls:

- Accurate typing speed over 60 WPM as determined by auditory typing test with 90% accuracy.
- Minimum spelling skills sufficient to spell words in a beginning college level conversation quickly and easily.
- Proficiency in grammar.
- Ability to understand people using limited English, to translate limited written English and to voice English correctly. If the CA cannot translate ASL to English and English to ASL, bidder shall ensure that a person fluent in ASL translation is on duty at the relay center at all times to assist CAs with ASL translation.
- Minimum training to include deaf culture, American Sign Language, sensitivity to the capabilities and needs of people with speech impairments, the CA's role in the relay process, and training in interpersonal skills to handle difficult or stressful conversations.
- Beginning college level skills in English grammar and diction. A neutral accent is preferred in the majority of CAs.
- Bidder shall provide linguistics training in pronunciations and spelling of proper names peculiar to Kentucky to new and incumbent CAs as a part of any CA training, to ensure a familiarity with names and places commonly used in Kentucky.

3.3.3 Recruitment. Vendor shall describe how it recruits, screens and tests CA applicants.

3.3.4 Identify past, present and proposed future employment of disabled personnel in management and supervisory positions, particularly deaf, deaf/blind, hearing disabled and speech disabled individuals.

3.3.5 Confidentiality of calls. Describe how calls will be handled to ensure a high level of confidentiality with respect to information processed by a CA and the protection of electronically collected information. Also discuss any situations when exceptions may exist as to the confidential relationship between end users and the CA.

3.3.6 Training. Vendor shall describe and outline its initial CA training program including length of time in training, subject matter of training and trainers used (particularly if they are deaf or hard of hearing). As a minimum, training shall include ASL “gloss” and grammar, deaf culture, needs of deaf and speech-impaired users, TTY etiquette and operations of telecommunications equipment.

In addition, vendor shall identify how CAs are monitored, evaluated, and provided upgraded training and skills during the continuation of their employment.

For the successful vendor, after training occurs, information shall be shared with the Contract Administrator about who was trained, when and how training occurred, what topics were covered, including a brief description of the training issue(s).

3.3.7 A CA “Code of Ethics,” which serves to guide CA’s to perform professionally, shall be included with vendor’s response. Describe how these ethics are enforced.

3.3.8 CA access to supervisor. Explain how a CA is able to access a supervisor or administrator while still on line during a relay call. Also, how is this done with minimal or no disruption of the conversation between end users?

3.3.9 Procedures for relaying communication shall begin and end with the CA identifying his/her ID/station number, should begin with identification of gender, and shall include the following (unless the end user requests otherwise):

- A. CAs shall translate limited typed English into correct spoken English so that non-TTY users can understand the call and converse with the other end user.
- B. CAs, to the best of their ability, shall inform the TTY user of the non-TTY user’s tone of voice, typing in parentheses items such as laughing, rude voice, yelling, or background noise.
- C. CAs shall keep the end user informed of the status of the call, such as dialing, ringing, busy signal, disconnected or on hold.
- D. The CA shall honor the TTY user’s option of telling the CA what aspects of the call the TTY user will handle, such as requesting that relay service be introduced to the called party or not be introduced to that party.
- E. CAs shall communicate exactly what is said when the call is answered and during the conversation unless either party specifically requests otherwise.

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- F. When relay needs to be explained to a voice user, the CA shall type “explaining relay” to TTY user. If relay service is initiated by a voice caller and needs to be explained to a TTY user, the CA similarly shall state that relay is being explained.
- G. The CA shall adopt a conversational tone appropriate to the type of call made by a TTY user.
- H. CAs shall inform the TTY user if a different voice user becomes involved in the phone call.
- I. If a different CA becomes involved in handling the call, both end users shall be informed of this fact and the new CA identification number and gender shall be announced. The only times that a change in CAs should occur are as follows:
- Caller requests a change in gender of Communications Assistant
  - End user verbal abuse of CA or obscenity toward the CA
  - The call requires a specialist CA (Spanish language, speech to speech, VCO to VCO)
  - Illness
  - Shift change
  - Call duration on one hour or more
  - Potential conflict of interest where the CA identifies an end user as a family member, friend or customer, as examples

If the call must be transferred to another CA, describe the procedure to be employed.

- J. If an end user makes subsequent calls after the original one to the relay center and the called line is busy, the CA shall permit unlimited re-dial attempts to the caller.
- K. All comments directed to the CA by either party shall be relayed.
- L. If an end user is speaking or typing too fast for the CA to handle the call, the CA may request that the party speak more slowly.
- M. Conversations in which the third party is used by either end user shall be relayed by the CA in the third person.
- N. If a typing error is made and not automatically corrected, CAs shall continue typing in a forward direction by typing “XXX” (signifying error), then type the word or numbers correctly.
- O. CAs shall verify spelling of proper nouns, numbers and addresses that are spoken.
- P. The CA shall stay on the line until both parties have terminated the call.
- Q. If a caller wants to make a complaint, the CA shall give the caller the option of being transferred to a supervisor or of being given the Customer Service number to register the complaint.
- R. CAs shall not counsel, advise or interject personal opinions or additional information into a relay call nor hold personal conversations with anyone using Kentucky Relay.

- S. Callers are not required to give their names or the name of the party being called. If names are given, no record should be made of this without the permission and knowledge of the caller. However, if it will help facilitate a call, the CA may request a name and explain how it will help the call.
- T. If a TTY user types an "S" at the beginning of the call, the CA shall recognize this as originating from a speech disabled user.
- U. If a TTY caller reaches an answering machine, the CA shall announce this and give the caller the option of being given the message or of hanging up (see also section 3.2.11). However, if there is a charge for the call, the caller shall be charged for only the last call if it takes more than one attempt to retrieve and convey the answering machine message or to leave a message on the answering machine.

### 3.4 Billing and Call Records

3.4.1 Charges to TRS users will cost no more than charges for functionally equivalent service paid by callers who use "regular" or "mainstream" phone service, i.e., those who use voice only networks, and preferably will cost less. Identify the default carrier of long distance calls if no carrier is selected or requested by the caller.

3.4.2 Vendor must provide billing to end users for interstate and intrastate (inter-LATA and intra-LATA) calls. Toll calls placed through the relay system shall be billed to the caller preferably at a lower rate than would apply if the calls had been placed without the use of a CA. Explain the rates that shall be extended to Kentuckians making toll calls.

3.4.3 Vendor shall allow TRS users to use company calling cards, credit cards, to make person-to-person calls, collect calls, third party billing, and calls to and from hotel rooms. Explain how these types of billings will be made available to the TRS caller.

3.4.4 Vendor shall assure that billed minutes to the State will not be rounded up to more than the nearest tenth (1/10) of a minute and shall describe how this will be accomplished.

3.4.5 Keeping in mind section 3.4.5 immediately above, specify how in-state local calls, in-state long distance calls, out-of-state long distance, and international long distance calls will be identified and documented for billing purposes, specifically for bills to be paid by the State and those to be paid by the National Exchange Carrier Association (or other agency that may be designated by the FCC). Such calls shall include the following minimum information:

- Call date
- Originating telephone number
- Terminating telephone number
- Starting time of call

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- Ending time of call
- Call duration for billing purposes
- Phone number, calling card or credit card number to be billed

3.4.6 Explain how long-distance charges will appear on the end user's bill and how the billing record detail will be transmitted to the billing agent (if applicable).

3.4.7 Describe the billing procedure for provision of relay services. Include a sample bill that will be evaluated for ease of understanding, clarity and completeness of information. The sample shall also incorporate traffic reports presented in section 3.2.8.

### 3.5 Education, Responsiveness to Consumers and Outreach

3.5.1 Directory assistance. Vendor shall work with the Commission but will take the lead to ensure that local exchange companies comply with FCC regulations concerning information on TRS in LEC phone directories and the provision of directory assistance services.

3.5.2 Reasonable accommodations. Vendor shall work with the Commission in arranging and conducting meetings of the Kentucky Relay Advisory Board (a 9-member advisory board that meets no more than quarterly). Advisory Board meetings normally take place at the Commission's offices, however may take place at other agreeable locations at the expense of the vendor. The Vendor shall be responsible for meeting expenses including travel for Board members, interpreters and real time captioners.

3.5.3 Outreach materials. Vendor shall produce general brochures about relay service, generic "business cards" for deaf, deaf/blind and hearing disabled consumers to give to hearing individuals (explaining relay service and the 800/888/877 relay number for hearing people to call), and other printed materials that may be distributed for special features such as the use of VCO, HCO, and speech to speech. These materials also shall be made available upon request in Braille, large type and audio tape.

Complaint resolution identified in section 3.5.10 also shall be addressed in the general brochures.

3.5.4 Identify other media or educational services vendor may provide for hearing, deaf, deaf/blind, speech or hearing disabled users statewide and to promote relay service. This includes the employment of a full time outreach coordinator. If bidder responds to this question and it adds to the cost per minute price, state the additional per minute cost for these alternative media or educational services.

3.5.5 The Commission reserves the right to pre-approve any outreach material produced and to require the provider, at provider's expense, to correct any erroneous or inaccurate material produced without the Commission's approval.

3.5.6 Billing inserts. Vendor shall ensure that telephone rate payers in Kentucky are aware of Kentucky Relay by disseminating information in periodic bill inserts sent by local exchange carriers serving Kentuckians, or a different public utility the Commission may choose instead of the Local Exchange Carriers. If available, provide a sample of such an insert produced and/or disseminated by vendor.

3.5.7 Telephone directories. Vendor shall systematically work to ensure that Kentucky Relay telephone numbers are consistently and accurately included in all telephone directories published by local exchange carriers serving Kentucky consumers. Kentucky Relay should also be located on directory table of contents and information pages.

3.5.8 Annual report. Two copies of a bound annual report shall be submitted to the Commission by February 28 each year, detailing provider's program performance for the prior calendar year, to include at least:

- statistical summaries of usage, based on monthly report criteria
- recent trends and analysis
- staffing to service Kentucky's relay service
- promotional activities associated with Kentucky Relay
- service changes
- future trend projections

3.5.9 Vendor shall identify staff to perform the work outlined in section 3.5.2 through section 3.5.8., keeping in mind that a full-time account manager is not requested.

3.5.10 Complaint resolution. Vendor shall identify its procedures for receiving and responding to complaints, responding to inquiries about and receiving comments about Kentucky Relay. The procedures must allow for appeal to the Commission and must describe potentially applicable Kentucky Public Service Commission's procedures as well. All procedures must be explained in appropriate outreach activities or informational materials and shall include a separate, toll free number accessible to TTY or voice consumers 24 hours a day.

3.5.11 Consumer Complaint Logs. The Provider must maintain a log of consumer complaints including all complaints about TRS in the state. The Log shall be filed with the Commission by June 15 such that it may be submitted to the FCC by July 1 of each year. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution.

3.5.12 State Certification. The Vendor shall assist the state in providing documentation to the FCC to maintain certification pursuant to 47 C.F.R § 64.605



### 3.6 System Enhancement

3.6.1 Spanish to Spanish. The Commission may want to incorporate this service in its provision of TRS, with anticipated usage under 100 calls per month. Describe how such service would be implemented including if it would be provided through Kentucky Relay's basic relay voice or TTY toll free 800 numbers.

3.6.2 If the Commission opts for inclusion of this, the number of calls translated shall be a required component in reporting requirements, monthly outbound calls, outlined under section 3.2.8 (pages 11-12 of this RFP).

3.6.3 CapTel. CapTel Service is currently provided to Kentucky Relay users. The current contract allows for up to 10 CapTel units to be added each month. Approximately 175 CapTel units have been distributed in Kentucky to date. The Vendor should describe how continuation of CapTel services shall be accomplished and provide separate pricing for this service.

3.6.4 Optional Outreach. Describe any optional Outreach services that may be provided by the vendor and the scope of the Outreach. Include information such as a full-time employee, materials to be produced, planned activities, media materials, in-state office, etc. Provide separate pricing for this service.

3.6.5 Other Optional Services. Explain any other optional services that may be provided by the vendor and indicate the cost to the state if any. Include VRI, Internet TRS, and wireless services.

### 3.7 Company Background and Subcontractors

3.7.1 Vendors shall provide a profile of the company including, but not limited to, the indented items below. The information must include appropriate names, contact people, addresses and telephone numbers:

- Organizational chart identifying the hierarchical structure of vendor's personnel involved in the contracting and provision of relay service (management, legal Commission, supervisors, CAs, etc.)
- Company ownership, state of incorporation, date of incorporation and tax ID number
- Location of company headquarters and offices serving Relay Kentucky
- Location(s) from which employees will be assigned Kentucky Relay
- Name, address and telephone number of vendor's principal points of contact for a contract resulting from this RFP
- Background and history of the company and qualifications for providing relay service in Kentucky
- Length of time vendor has provided TRS service
- Dun and Bradstreet number
- Vendor's bank of record

- Resumes for key staff to be responsible for performance of this contract

3.7.2 Subcontractors. If subcontractors will be used in the performance of Kentucky's TRS, the same information must be provided as requested in section 3.8. Include copies of proposed contracts, if available, with the bid proposal.

### 3.8 References

Vendors (and subcontractors, if applicable) shall identify at least four references from states to which it provides relay service or, if less than that number are provided TRS, other telecommunications businesses or agencies with which it does business.

For each reference please identify:

- Business or agency name and address
- Business or agency telephone (voice and/or TTY)
- Date(s) project work was performed
- Business or agency project manager or administrator name and title
- Briefly describe the working relationship between vendor and reference.

Vendors shall provide the names and phone numbers of relay advisory council chairpersons for those states. References will be contacted to help the Commission with its evaluation scoring.

### 3.9 Cost Proposal

3.9.1. Cost proposals shall be submitted in separate envelopes accompanying the written proposals. One of the five copies must be identified as "Master Copy."

3.9.2 Cost proposal. The cost proposal has five elements to which the vendor must respond: two in section 3.9.2 (1); two in section 3.9.2 (2); and one in section 3.9.2 (3).

3.9.2 (1) Basic cost. A fixed rate per session minute shall be submitted for the first three years of the contract for the services identified in Proposal Requirements, sections 3.1 through 3.5 and their respective sub-sections.

Bidders also shall provide a fixed rate per session minute for the last two years of the basic service contract the State may opt to exercise.

3.9.2 (2) Optional service cost. A fixed rate per session minute shall be submitted for the first three years of the contract for the combined cost of basic services and system enhancement service in section 3.6 that the State may desire to procure.

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Bidders also shall provide a fixed rate per session minute for the last two years of the combined cost of basic services, and system service enhancement outlined in section 4, that the State may opt to procure.

3.9.2 (3) If the enhancement identified in section 3.6 results in additional per minute cost to the State as identified in 3.9.2 (2), document and justify that increased session minute cost to the State.

## 4. CONDITIONS

### 4.1 General

Vendors are expected to closely read the terms and conditions documented in this section and provide a binding signature of intent to comply with such terms and conditions. This signature page must be included in the submitted proposal.

The contract between the PSC and the vendor shall consist of (1) the RFP and any amendments thereto, and (2) the Contractor's offer submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, the Commission reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarification, the RFP shall govern.

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the vendor and the Commission, and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings regarding this RFP or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums. Venue will be in Franklin County, Commonwealth of Kentucky.

### 4.2 Deviations From The Contract

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in the vendor's proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this offer.

### 4.3 Entire Agreement

This contract represents the entire agreement between the parties with respect to TRS.

#### 4.4 Advertising Award

The vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the PSC or the Commonwealth of Kentucky.

#### 4.5 Notices

After contract award, all notices under this contract shall be deemed duly given when: (1) delivered by hand against receipt or (2) sent by registered mail, receipt requested, and received no later than 3 days after posting.

All notices are to be delivered to the Executive Director of the Commission.

#### 4.6 Contract Term

4.6.1 The contract established from this RFP shall begin on September 20, 2005 and shall terminate on September 19, 2008. Upon mutual agreement between the Kentucky Public Service Commission and the provider, the contract may allow for the term to be extended for up to one additional two-year period. By September 20, 2007 the provider should notify Kentucky Public Service Commission of its desire to extend for an additional two-year period.

4.6.2 The PSC shall have an option to renew the contract for a period not to exceed 120 days. This option is available to the PSC for the purpose of renegotiation of the contract or selection or transition to a new vendor.

#### 4.7 Termination of Contract

The contract resulting from this RFP shall be subject to the following termination provisions.

4.7.1 Termination for Default. Any vendor who is determined in writing by the Commission to be in breach of any of the terms and conditions of a contract with the Commission shall, in the discretion of the Commission, be declared in default and such contract may be terminated as a result of such default except where such default is the result of a force majeure event as defined herein and provided that the Commission gives the vendor a reasonable period of time to cure the default.

A default in performance by a vendor for which a contract may be terminated shall include, but shall not necessarily be limited to, failure to perform the contract according to its terms, conditions and specifications; failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics liens filed pursuant to the provision of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency; failure to diligently prosecute the work under a contract for construction services.

4.7.2 Termination for Contractor Bankruptcy. In the event of the filing of a petition in bankruptcy by or against the vendor, the Commission shall have the right to terminate the contract upon the same terms and conditions as a termination for default.

4.7.3 Termination for Unavailability of Funds. In the event that the Commission determines that funds for the contract become unavailable, the Commission shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience provided, however, that the Commission gives vendor written notice of termination effective 120 days after the giving of such notice and the notice is accompanied by payment of all amounts due under the Contract. Availability of funds will be determined at the sole discretion of the Commission provided, however, that (i) funds are not appropriated and are not otherwise available for the acquisition of services which are the same as or similar to those provided under this Agreement; (ii) such non-appropriation or unavailability of funds has not resulted from any act or failure to act of the Commission; and (iii) the Commission has exhausted all funds legally available for payment under the Agreement and no other legal procedure exists for making payment under the contract.

4.7.4 Termination for Convenience. The Commission shall be authorized to terminate for its own convenience all contracts for the procurement of supplies and services when the Commission has determined that such terminations will be in the public interest provided, however, that in no event shall such termination be on less than 120 days written notice. When it has been determined that a contract should be terminated for the convenience of the Commission, the Commission shall be authorized to negotiate a settlement with the vendor according to terms deemed just and equitable by the Commission. Payment of the sum agreed to in settlement of a contract terminated for convenience of the Commission shall be made from the same source of funds or account as the original contract.

#### 4.8 Procedure on Termination

Upon delivery by certified mail to the vendor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective, the vendor shall:

- A. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
- B. Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated.
- C. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination.
- D. Subject to vendor's contractual obligation relating to the terminated orders, assign to the Commonwealth in the manner and to the extent directed by the Contracting Officer all of the right, title, and interest of the Contractor under the orders so terminated. In which case the Commonwealth shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders with the approval or ratification of the Contracting Officer, settle all outstanding liabilities and all claims arising out of such termination of orders the cost of which would be reimbursable to the vendor in whole or in part, in accordance with the provision of the contract.
- E. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- F. Take such action as may be necessary, or as the Commission may direct, for the protection and preservation of the property related to the contract and which is in the possession of the vendor and in which the Commission has or may acquire an interest.

The vendor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

#### 4.9 Termination Claims

After receipt of a Notice of Termination, the vendor shall submit to the Commission any termination claim in the form and with the certification prescribed by the Commission. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions in writing are granted by the Commission within such six (6) month period or authorized extension thereof. However, if the Commission determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six (6) month period or any extension thereof. Upon failure of the vendor to submit its termination claim within the time allowed, the Commission may, subject to any review required by the Commonwealth procedures in effect as of the date of execution of the contract, determine, on the basis of information available to it, the amount, if any, due to the vendor by reason of the termination and shall thereupon cause to be paid to the vendor the amount so determined.

Subject to the provisions of the previous paragraph and subject to any review required by the Commonwealth procedures in effect as of the date of the execution of the contract the vendor and the Commission may agree upon the amounts to be paid to the vendor by reason of the total or partial termination of work pursuant to this RFP. The contract shall be amended accordingly.

In the event of the failure of the vendor and the Commission to agree in whole or in part as to the amounts with respect to costs to be paid to the vendor in connection with the total or partial termination of work pursuant to this RFP, the Commission shall determine on the basis of information available the amount, if any, due to the vendor by reason of termination and shall pay to the vendor the amount so determined.

The vendor shall have the right of appeal, as stated under Disputes from any such determination made by the Commission.

#### 4.10 Contractor Personnel

Personnel commitments identified in the vendor's proposal shall be considered mandatory to the work to be performed under this RFP. Replacement of such personnel shall be with personnel of equal ability and qualifications. During the course of the contract, the Commission reserves the right to require the vendor to reassign or otherwise remove any vendor employees found not qualified or otherwise unacceptable by the Commission.

#### 4.11 Changes In Scope

The Commission may, at any time by a written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the Commission. In addition, vendor is permitted to make any change in scope or otherwise as may be required by law, including rules or regulations issued by the Federal Communications Commission in implementing the Americans with Disabilities Act of 1990. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under contract, whether changed or not changed by any such order, a mutually satisfactory adjustment shall be made in the contract and shall be modified in writing accordingly.

#### 4.12 Force Majeure

The vendor shall not be liable for any loss, cost, damage, expense or delay caused by or due to events beyond its reasonable control and without its fault or negligence. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the reasonable control and without fault or negligence of the vendor. The vendor will take all possible steps to recover from such occurrences.



4.13 Disputes

Prior to the institution of any action in a court concerning any contract, claim, or controversy, the Commission is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay or otherwise adjust the claim by or against, or controversy with, the vendor relating to a contract entered into by the Commission, including a claim or controversy based on breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

4.14 Disclosure of Proposal Contents

The contents of any proposal in response to this RFP shall be confidential and shall not be disclosed to anyone other than the PSC and its staff until a contract selection is made. Each proposal shall be delivered in a sealed envelope. Upon selection of a proposal by the Commission, the proposal of the contractor selected to perform the service and the proposals of all unsuccessful contractors shall be made available for public inspection.

For any portions of proposals which applicants wish to maintain confidentiality, applicants shall note clearly which narrative sections or analyses are requested to be kept confidential. For each requested instance of confidentiality, the applicant must cite the appropriate exception from the Kentucky Open Records Act (KRS 61.878), and applicant shall state why the sections meet the exceptions of the Kentucky Open Records Act. Such explanation should be presented in a sworn affidavit attached to the RFP.

4.15 Confidentiality of Contract Terms

The vendor and the Commission agree that all information communicated between them before the effective date of the agreement shall be received in strict confidence, shall not be disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and federal disclosure laws.

Following the contract award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt pursuant to KRS 67.878. Vendors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The Commission assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

If a vendor believes that a proposal, or parts of a proposal, is confidential, the vendor must so specify. The vendor should submit a petition for confidentiality pursuant to KRS 67.878 and the vendor must stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the vendor believes to be confidential. The vendor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the vendor believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted.

In such a case, the party claiming that such information is confidential shall have the opportunity to submit legal arguments in support of their position. All proposals and parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded.

#### 4.16 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the prime vendor is solely responsible for fulfillment of the contract with the Commission, whether services are provided by the prime vendor or by a subcontractor specifically identified in the proposal. The prime vendor and any proposed subcontractors shall be designated in the proposal.

#### 4.17 Contractor Affiliation

If any affiliate (as hereinafter defined) of the vendor shall take any action which, if done by the vendor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect. "Affiliate" shall mean a parent, subsidiary or other company controlling, controlled by or in common control with a party.

#### 4.18 Assignment

Except with respect to an affiliate (as defined in above) the vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Commission. Any purported assignment is void.

#### 4.19 Hold Harmless

The vendor agrees to indemnify, defend, and hold harmless the Commonwealth, its officers, agents, and employees from:

- A. Any third party claims or losses for service rendered by the vendor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract;

- B. Any third party claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the vendor, its officers or employees in the performance of the contract; any third party claims or losses resulting to any person or firm injured or damaged by the vendor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes;
- C. Any failure of the vendor, its officers or employees to observe Kentucky laws, including but not limited to labor laws and minimum wage laws.
- D. Vendor warrants fault free performance in the processing of date and date related data including, but not limited to calculating, comparing, and sequencing by all equipment and software used pursuant to this RFP. Fault free performance shall include the manipulation of this data when dates are in the 20th and 21st centuries, and shall be transparent to the user.

#### 4.20 Permits, Licenses, Taxes and Commonwealth Registration

The vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The vendor shall pay any sales, use of personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the vendor.

The vendor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Certification is obtained from the Secretary of State. The vendor need not be registered with the Secretary of State before responding to this RFP.

#### 4.21 Employment Practices

The vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The vendor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap.

#### 4.22 Conformance with Commonwealth and Federal Laws / Regulations

This contract is subject to the laws of the Commonwealth of Kentucky and, where applicable, federal law.

#### 4.23 Rights and Remedies

The rights and remedies of the Commission provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### 4.24 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, and other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Any consent by any party to or waiver of a failure by the other, whether express or implied, shall not constitute a consent of, waiver of, or excuse for any other different or subsequent failure.

#### 4.25 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commission and the vendor shall be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### 4.26 Insurance

The vendor will provide public liability, property damage and worker's compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the vendor operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the Commission of such cancellation. Moreover, the vendor is permitted to be self-insured.

#### 4.27 Audit Requirements

The vendor shall maintain books, documents, and other evidence pertaining to Kentucky call volumes associated the provision of service. Accounting procedures, policies and records relating to the contract shall be completely open to the Commission and federal audit at any time during the contract period and for two years thereafter from the date of the last contract payment or until audited.

#### 4.28 Contract Records Retention

The vendor agrees to the following terms for access to records relating to the contract:

- A. The vendor shall preserve and make available all books, documents, papers, and records related to the contract for a period of two years from the date of expiration or termination of the contract.
- B. Records involving matters in litigation shall be kept for one year following the termination of litigation and associated appeals if the litigation has not terminated within the six years.
- C. Authorized Commission representatives shall have access to and the right to examine and copy the items listed above during the contract period and during the periods described above. During the contract period, the access to these items shall be provided at the vendor's office in Kentucky, at all reasonable times. In the alternative, TRS records may be kept at a location outside of Kentucky if the Commission is advised of the location and if the records will be provided to the Commission within five (5) business days and at no cost to the Commission. During periods subsequent to the contract, delivery of and access to the listed items shall be at no cost to the Commission.

#### 4.29 Conflict Of Interest

No official or employee of the Commission and no other public official of the Commonwealth of Kentucky or the federal government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this contract or proposed contract.

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The vendor further covenants that in the performance of the contract no person having any known interest shall be employed.

#### 4.30 Legal Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the Commission prevails, the vendor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer.

#### 4.31 Independent Price Determination

By submission of a proposal the vendor certifies the following:

- A. Prices in the proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- B. Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to award directly or indirectly to any other vendor or to any competitor.
- C. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### 4.32 Requesting Additional Information

The PSC reserves the right to request additional written data, information, oral discussion or presentation to support any written proposal or to clarify any aspect of any proposal.

#### 4.33 Additional Information and Comments

Proposals shall include any other information that a vendor believes to be pertinent but that is not specifically requested elsewhere.

#### 4.34 Publicity

Except for Commission Orders, correspondence and press releases issued in the ordinary course of business, any publicity, advertising or other like materials mentioning vendor or vendor's logos in connection with services provided under this Agreement shall be subject to the prior approval of vendor, which approval shall not be unreasonably withheld.

#### 4.35 Failure to Perform

Vendor shall have no liability under this Agreement for any loss, cost, claim, injury, or damages caused solely by the Commission's act or omission.

#### 4.36 Title to Facilities and Equipment

Title to all facilities and equipment employed by vendor in the provision of TRS hereunder shall remain vested in the vendor.

#### 4.37 Nondisclosure

In connection with the implementation of TRS, either party may disclose to the other specifications, drawings, software, data, prototype, or other business or technical information which is considered proprietary and confidential. The information shall be used by the receiving party solely for the purpose of providing TRS and shall be reproduced only to the extent necessary for that purpose. The receiving party agrees to restrict disclosure of the information to its employees with a need to know, and to advise those employees of the obligations of confidentiality arising hereunder.

Information will not be disclosed to any third party without the prior written approval of the other party except as may be directed by a court of competent jurisdiction or the Commission. Neither party shall be liable for the inadvertent or accidental disclosure of information, if such disclosure occurs despite the exercise of a reasonable degree of care. These restrictions on the use or disclosure of information by a receiving party shall not apply to any information which (a) is received without restriction from another source having the right to furnish such information; (b) is or has become publicly available; (c) is independently developed by the receiving party or any affiliated company; or (d) is not reasonably known by the receiving party to be proprietary.

#### 4.38 Disclosure

Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. For the period ending on the date of termination of the contract resulting from this RFP, any litigation or investigation must be disclosed in a written statement to the State within fifteen (15) days of its occurrence. Failure to comply with the terms of this provision will disqualify any proposal, and/or serve as grounds for termination of the contract entered into with respect to this project. The State reserves the right to reject any proposal based upon the vendor's prior history with this State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

#### 4.39 Appeal

Any unsuccessful vendor may file an appeal in strict compliance with KRS 278.400.

#### 4.40 Liquidated Damages

In addition to the general and special damages that may result from a breach, the measure of damages to daily state operations in the event of a default or breach by the successful vendor may be difficult or impossible to calculate, depending on the nature of the default. In the event the successful vendor fails to perform services or complete deliverables in accordance with the response times required in this RFP or specified or negotiated in the successful proposal, an additional liquidated damage will be calculated as follows:

- \$500/day for the first fourteen (14) calendar days;
- \$750/day for next fourteen (14) calendar days; and
- \$1,000/day for every calendar day thereafter.

The Commission intends to seriously consider assessing liquidated damages if any of the events described above occurs. Notwithstanding that intent, should any condition continue, however, the Commission intends to pursue recovery of actual losses resulting from the successful vendor's failure to perform and expressly reserves the right to do so. The Commission's failure to assess liquidated or actual damages in one or more of the particular events to which this paragraph applies shall in no way modify or waive the Commission's right to assess additional liquidated or actual damages relating to it or other covered events. The Commission shall have the right to offset amounts assessed under this section against charges, then due and owing to the successful vendor.



## 5. PREPARATION AND SUBMISSION OF PROPOSAL

### 5.1 General Instructions

Evaluations of vendors, selection of a contractor and the development of a contract will be based on information submitted in the proposal, terms and conditions, correspondence including clarification statements between vendors and the Commission, references and, if necessary, any site visits as well as possible oral presentations by bidders for Kentucky Relay Service.

Responses by vendors shall be clear and complete as regards all requirements. Missing or incomplete responses may lead to rejection of a proposal.

Conciseness is preferred over elaborate responses. Expensive bindings, colored displays and promotional materials are neither necessary nor desired.

If vendors desire a copy of this RFP on diskette in Microsoft Word, they may request a copy from Jim Stevens and provide him a formatted diskette. If you need an alternative disk format, call him to ask what options may be available.

### 5.2 Proposal Submission

A transmittal letter prepared on bidder's business stationery shall accompany each proposal. The letter must be signed by an individual authorized to bind the bidder to all statements, including services and prices, contained in the proposal. No price information, however, shall be discussed in this letter.

Proposals shall be submitted in no less than 12-point font on 8.5 x 11 inch paper.

Vendors must submit five hard copies of the written proposal to the Commission, one marked MASTER COPY. Proposals must be packaged, received in a sealed box, and show on the outside of each package the vendor's name, address, title of RFP and proposal due date. In the event of discrepancies between copies, the MASTER COPY shall be the official document.

Five copies of the cost proposal in no less than 12 point font must be submitted on 8.5 x 11 inch paper with the rest of the proposal but in sealed envelopes that accompany the written proposal. One copy shall be marked "MASTER COPY." Typed proposals will be sent by certified mail unless Federal Express, Airborne Express, personal delivery or another expedited delivery system is used.

Commonwealth of Kentucky Public Service Commission  
Request For Proposal For Telecommunications Relay Service

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The proposal packages are irrevocable after 4:30 p.m. EDT June 30, 2005, and must be delivered by that time to:

Kentucky Public Service Commission  
Beth O'Donnell, Executive Director  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602-0615  
Phone: 502-564-3940 (V)

### 5.3 Proposal Organization and Format

Proposals shall begin with a table of contents, will be organized consistent with the outlined points in this RFP, and shall have divider tabs for each item identified below:

- Cover page
- Introduction
- Evaluation & selection process
- Mandatory requirements
- System design
- Operational standards
- Billing and call records
- Education and outreach
- System enhancement
- Company and subcontractors
- References
  
- The cost proposal shall be **submitted in a separate, sealed envelope** and shall address both basic and enhanced service.

### 5.4 Required Responses and Signatures

Vendors should attach a signature page to their proposal. By signing this page the vendor agrees to be bound by the terms of the proposal and the terms of the RFP if so selected by the Commission to provide service.