



**Solicitation Information**  
29 June 06

**RFP # B06492**

**TITLE: Statewide Telephone Relay Services**

**Submission Deadline: 8 August 06 @ 11:30 AM (EDT)**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [questions@purchasing.state.ri.us](mailto:questions@purchasing.state.ri.us) no later than **13 July 06 at 12:00 Noon (EDT)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

**Jerome D. Moynihan, C.P.M., CPPO**  
**Administrator of Purchasing Systems**

**Vendors must register on-line at the State Purchasing Website at**  
[www.purchasing.ri.gov](http://www.purchasing.ri.gov)

Note to Vendors:

**Offers received without the entire completed three-page RIVP  
Generated Bidder Certification Form attached may result in  
disqualification.**

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

**REQUEST FOR PROPOSALS**  
**to provide**  
**TELECOMMUNICATIONS RELAY SERVICE (TRS)**  
**in the STATE OF RHODE ISLAND**

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The Rhode Island Department of Administration, Division of Purchases, on behalf of the Public Utilities Commission, requests proposals . This solicitation, and subsequent award, is governed by the State’s General Conditions of Purchase, which is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

- Potential offerors are advised to review all sections of this Request carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. The “Official” time clock is in the reception area of the Division of Purchases.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This will be a requirement only of the successful bidder (s).
- Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted,

provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

- The State of Rhode Island has a goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, visit the web site [www.rimbe.org](http://www.rimbe.org). To speak with an M.B.E. Officer, call (401) 222-6253.
- Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP / LOI

### **Equal Employment Opportunity (RIGL 28-5.1)**

**§ 28-5.1-1 Declaration of policy.** – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090

## **I. GENERAL INFORMATION**

Pursuant to an amendment of Chapter 39, of the Rhode Island General Laws, the Rhode Island Department of Administration, Office of Purchases, on behalf of the Rhode Island Public Utilities Commission, (hereinafter "PUC" or "RIPUC") releases this solicitation, Request for Proposal (RFP), to provide a Rhode Island Telecommunications Relay Service (hereinafter called "Rhode Island Relay" (RIR)). This solicitation, and subsequent award, is governed by the State's General Conditions of Purchase, which is available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

The Public Utilities Commission is required in accordance to an amendment of Chapter 39-1-42 of the R.I.G.L. that was signed into law on June 21, 1991 to establish the following.

- " . . . . . establish, administer and promote a statewide dual party telephone relay service and, through the competitive bidding process, contract for administration and operation of such . . . . ."**
- " . . . . . establish, by rule or regulation, an appropriate funding mechanism to recover the costs of providing this service from the general body of ratepayers."**
- "The Commission, with the assistance of the Governor's Commission on the Deaf and Hearing Impaired, shall also develop the appropriate rules, regulations and service standards necessary to implement the provisions of this service."**

**"At minimum . . . . the Commission shall require . . . .**

- 1. offer its relay service seven (7) days a week, twenty-four hours day, including holidays;**
  - 2. hire only salaries operators with deaf language skills;**
  - 3. maintain the confidentiality of all communications."**
- d. "Said dual party telephone relay service shall be implemented within nine (9) months from the effective date of this section."**

This requested bid proposal should not give any right to any respondent for indemnification claims against the State of Rhode Island. The RFP is subject to review and approval by the Department of Administration / Division of Purchases, and the Rhode Island Public Utilities Commission. (See Section V, Evaluation Criteria and Price Proposal.)

**A. ISSUING OFFICE**

The Rhode Island Department of Administration / Division of Purchases is the issuing office for the enclosed Request for Proposal and will be the point of contact for only informational purposes or for clarification concerning aspects of the bid request.

Filing procedures require that the original and ten (10) copies of the RFP be submitted to:

State of Rhode Island  
Division of Purchases  
One Capitol Hill  
2<sup>nd</sup> Floor  
Providence, R.I. 02908-5855  
Tele. No. 401-222-2317

**B. PURPOSE / TERM**

This RFP is issued in order to enable a bidding firm to contract for the provision of Rhode Island Relay, a full service, confidential, statewide, 24 hours per day, 7 days per week including holiday, a telephone relay service that meets the needs of individuals with hearing and speech disabilities as required by R.I.G.L. 39-1-42, and satisfies or exceeds the minimum specifications contained herein. The service shall be called

**"Rhode Island Relay". The intended contract term is four (4) years with the option to renew for the fifth year.**

The performance specifications on the following pages should be considered as basic requirements with no intent to constrain bidder creativity in formulating a responsive proposal. The State / RIPUC desires a cost-effective relay service that will make available equal and universal access to all phases of public telephone service to subscribers who are deaf, deaf/blind, hard of hearing, speech disabled, or speech disabled/blind and hearing persons communicating with the inhabitants in the State of Rhode Island.

It is the objective of the Rhode Island PUC to establish standards for the relay service, equal to or exceeding the criterion set within the recently enacted **Americans with Disabilities Act of 1990 (ADA)** as required in Section 401. In addition, the relay provider will also comply with other specifications as set forth on the Federal Communications Commission's (FCC) Reports and Orders of July 11, 1991 in CC Docket No. 90-571, of March 6, 2000 in CC Docket No. 98-67 and all related future requirements.

**The bidder shall establish a relay system for Rhode Island that shall comply with the FCC's current standards and regulations. The successful bidder will be required to meet all current and future FCC requirements and standards after the awarding of this contract at no additional cost to the State of Rhode Island through the contractual period.**

**The bidder will notify in advance the RIPUC of all future dates for implementation required by the FCC, at least three months prior to effectiveness, to assure that any necessary system changes and public notification will be performed expeditiously.**

**C. SCOPE**

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, including **mandatory administrative and operational requirements**, which a bidder must meet to be eligible for consideration, and specific directions for proposal submission. In addition, the RFP consist of other specific instructions for proposal submission that are weighted with a less degree of importance and must be addressed by the bidders for compliance or non-compliance.

**D. OPERATIONAL DATE**

The Division of Purchases in the Rhode Island Department of Administration will use its discretion in determining whether the public relay bid advertisements should be placed in any local or regional newspapers. These advertisements will notify vendors of an upcoming Request for Proposal to establish a telecommunications relay service in Rhode Island.

**Rhode Island Relay service to be operational on, or about, November 1, 2006**

**E. WITHDRAWAL OF PROPOSALS**

**Any relay vendor interested in withdrawing a bid proposal will have to comply with requirements set forth by the Rhode Island Division of Purchases.**

**F. BINDING OFFER / DAMAGES**

A proposal submitted in response to the **RFP shall constitute a binding offer**, which shall be an irrevocable offer for the **minimum contractual period of four years from the date of the effective agreement**. The signature of the bidder or an officer of the bidder legally authorized to execute contractual obligations shall indicate acknowledgement of this condition. It is the intention of the RFP to require that the RIR be **operational on October 1, 2006**. **The terms and condition section of the RFP (Appendix 1) provides for damages in the event the contractor fails to commence full RIR operations on that scheduled date.**

**G. BID PRICES**

Pricing must be firm. **NO ESTIMATES** are allowed. Any bulk usage discounts must be calculated into per completed call prices for the volume requirements in the RFP. All bid prices submitted in response to the RFP must be the bidder's "**best and final**" offer. The vendor must be responsible for all costs incurred in preparation of the RFP submission.

**H. REJECTION OF PROPOSALS**

State reserves the right to reject any and all proposals.

**I. SELECTION TIME**

After the administrative approval from the Division of Purchases, the Rhode Island Department of Administration will establish a contractual process with the selected vendor.

**J. SELECTION AND REFUSAL WITHOUT DISCUSSION**

**The State also reserves the right to refuse acceptance of all submitted bids if the proposals do not meet the intended criteria and specifications as set forth.** Therefore, it is important that each technical and price proposal be submitted in the most complete and accurate manner possible.

**K. CONTACT DOCUMENT**

The State of Rhode Island may require, if necessary, the successful bidder to sign a contract that includes the following elements:

1. The Terms and Conditions contained in Appendix 1 of this RFP.
2. The bidder's Proposal in response to the RFP.
3. RFP.

**L. CONTRACT DURATION**

This RFP requests a proposal for services to be offered under a **four-year contract** with an option for the contractor to **renew for a fifth year upon approval by the RIPUC.** The terms of the option will be detailed further in the RFP, but should include at least the following:

- a. **Contractor must give notice of election to exercise the option not more than 8 months and not less than 6 months prior to the expiration date of the fourth year of**

**the contract.**

- b. Eligibility to exercise the renewal option will be conditioned upon two main RIR findings: 1) that there has been adequate performance, including full compliance with the terms of the contract, prior to the contractor's giving of notice that it wishes to exercise the option and 2) that no material amendments, to which the contractor declines to agree, are necessary for quality provisions of the statutory mandated service. In addition to these requirements, there are other ancillary review criteria that will not be listed in the RFP.

**M. GOVERNING LAW AND STATE / FEDERAL REGULATORY REQUIREMENTS**

The petitioner assumes responsibility for full compliance with all past, current and prospective mandatory requirements and minimum standards of the Federal Communications Commission such as delineated and contained in 47 C.F.R. Sections §64.601 through §64.605, of the Americans with Disabilities Act of 1990, 47 U.S.C. § 225, any other federal requirements and shall be liable for any damages caused by violations thereof. The Laws of the State of Rhode Island shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

**N. DISCLAIMER**

All statistical and fiscal information contained in the RFP and its appendices, including amendments and modifications thereto, reflect the best information available at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the contractor or a basis for legal recovery of damages, whether actual, consequential or punitive.

**O. FUNDING**

Revenues received from a \$ .09 monthly surcharge paid by the general body of telephone ratepayers to their local exchange carriers will fund the Rhode Island Relay. The amount of the monthly relay surcharge will be determined by the Rhode Island Public Utilities Commission to cover the cost of the relay service.

**P. DEFINITION**

Wherever used in this RFP, the following terms shall have the indicated meanings:

**ADA** - means the American with Disabilities Act of 1990, 47 U.S.C. § 225.

**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.

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

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

**CA** (Communications Assistant) - means a person who transliterates and interprets conversation from text to voice and from voice to text between two end users of TRS.

**CapTel** (Captioned Telephone) – is a telephone service that allows the user to speak and read captions through a special CapTel-equipped phone. The CapTel phone works like a traditional telephone, by dialing the number directly, the call is automatically routed to the CapTel center and the caller is connected to the called party. A trained operator at the CapTel center uses voice-recognition software and re-voices what ever is said by the called party. The operator’s voice is transcribed into captions that appear on the display screen of a CapTel phone for the user to read. The caller can talk and also listen during the conversation while readable captions are displayed on the built-in screen.

**Deaf Person** - any person having a permanent hearing impairment and being unable to discriminate speech sounds in verbal communications with or without the assistance of amplification device.

**Disabled Person** - a person who has a physical, sensory or mental impairment that substantially limits one or more major activities

such as caring for himself or herself, performing manual tasks, walking, seeing, hearing, breathing, learning and working, and who is unable to use a telephone without the assistance of another person or specialized telephone equipment.

**FCC** - means the Federal Communications Commission

**Hard of Hearing Person** - a person having a permanent hearing impairment which is severe enough to necessitate the use of amplification devices to discriminate speech sounds in verbal communications.

**Hearing Disabled** - Being deaf or hard of hearing and includes being dual sensory impaired. Dual sensory impaired is when a person has both a permanent hearing impairment and a permanent visual impairment and includes deaf/blindness.

**Hearing Carryover (HCO)** - a person with a speech impairment can hear the other end user so that the CA is required only to speak the text as typed by the person with the speech impairment.

**LATA** - Local Access Transport Area

**Local Operating (Exchange or Telephone) Company (LEC)** - telecommunication carrier registered as a Competitive Local Exchange Carrier (CLEC) in Rhode Island that is a provider of instate local telephone service.

**RCC (Relay Conference Captioning)** – is a conference calling service when making a relay call. The service provides the users with the capability to participate in a multi-party calls by phone or video-conferencing.

**RFP** - Request for Proposal

**RIPUC or PUC** - Rhode Island Public Utilities Commission

**RIDPUC or DPUC**- Rhode Island Division of Public Utilities and Carriers

**Provider** - The entity with which the RIPUC contracts to provide Rhode Island Relay pursuant to this contract.

**Speech-Disabled Person** - any person with a speech disability that precludes the use of the telephone in a normal manner. Said

person must rely on an intermediary or electronic or mechanical devices for telecommunications.

**Speech-to-Speech (STS) Relay** – a relay service that involves the use of specially trained CAs who understand the speech pattern of persons with speech disabilities and can articulate clearly the words spoken.

**Telecommunications Relay Service (TRS)** - is a telephone transmission service that provides the ability for an individual who has a hearing or speech impairment to engage in communications by wire and radio with a hearing individual in a functionally equivalent way to the ability of an individual without a hearing or speech impairment to communicate by voice. The service consists of the use of third party intervention during the call process of the TT user with another communicating party by way of the local telephone systems.

**Text Telephone (TTY)** - a machine that employs graphic communications in the transmission of coded signals and permits two-way, typed telephone conversations through a wire or radio communication system. TTY replaces the term "**TDD**" or "telecommunications device for the deaf." and **TT**. The term includes mechanisms equipped with sight assisting devices such as a print screen and also includes computers.

**True Caller ID** – If a relay user subscribes to Caller ID service through his/her local telephone company, the relay vendor will provide the telephone number and name of the person who is calling you over the public switched-telephone network through the relay service.

**TTY User** - an individual who uses a TTY, computer with modem, or similar devices to communicate on the telephone.

**Video Relay Interpreting Service (VRI)** – a telecommunications relay service that allows people with hearing and speech disabilities that use sign language to communicate with voice telephone users through video equipment installed at the user's premises and at the relay center. The video link allows the CA to view and interpret the party's signed conversation back and forth with a voice caller. The relay provider must meet the basic requirements and standards as set forth by the FCC for video relay service.

**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 impairment but does not voice the conversation.

**Q. ORAL PRESENTATION / SITE VISIT**

Bidders may be requested to make **oral presentations** by the RIPUC or to make their facilities available for a **site inspection** by the RIPUC. Such presentations will be at the bidder's expense and the site visits, if deemed necessary, of limited PUC personnel will also be at the expense of the prospective contractor. Any clarifications to a bid response resulting from these sessions will be in writing and will be responded to in writing prior to the deadline date of bid proposals.

**II. ADMINISTRATIVE REQUIREMENTS**

**A. BIDDERS OF RECORD**

Bidders of record are participants who have submitted a final sealed bid to the Division of Purchases at One Capitol Hill, 2<sup>nd</sup> Floor, Providence, R.I. 02908-5855. Addenda and supplements to the RFP and pertinent correspondence will be posted, as an addendum to the solicitation, on the website [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**B. ADDENDA OR SUPPLEMENTS TO RFP**

In the event that it becomes necessary to **revise any part of the RFP**, and addendum, as described above, will be issued. **Bidders will be allowed a minimum of five (5) days to respond to any such addenda revisions.**

**C. PROPOSAL SUBMISSION**

Proposals are to be submitted by certified mail or courier only to:

**State of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
2<sup>nd</sup> Floor**

To be considered, **FINAL PROPOSALS MUST BE RECEIVED ON OR BEFORE THE SPECIFIED DATE AND TIME ESTABLISHED BY THE DIVISION OF PURCHASES.** Bidders mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The original plus ten (10) copies, must be submitted.

**D. LATE PROPOSALS**

**Late proposals may not be accepted.** It is the responsibility of the bidder to insure that the proposal is received by the specified time on or before the proposal due date and time.

**E. PUBLIC ANNOUNCEMENT OF BIDS**

It will be the decision of the Division of Purchases whether they will hold a public opening or a reading of bid responses.

The PUC, after receipt from the Division of Purchases and during the PUC's evaluation review process of the RFPs, may announce only the names of all bidders who have submitted proposals.

**F. PROPRIETARY / CONFIDENTIAL INFORMATION**

Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

**G. BIDDING COMPANY**

**If a bidder is owned or controlled by one or more parent companies,** the name, main office address and tax identification number of each parent company shall be provided on the cover sheet of the proposal. If the bidding company is independently owned, the name, main office, address and tax identification number of the bidding company shall be provided on the cover sheet of the proposal.

## **H. SUBCONTRACTORS**

Planned use of subcontractors shall be clearly indicated and explained in the proposal, including terms of any subcontract. Bidders must include a copy of any proposed subcontracts with the proposal, if available. All subcontracts must comply with the bidder certification requirements in Section VI. The prime contractor shall be responsible for contract performance whether or not subcontractors are use.

## **I. FINANCIAL HISTORY**

To allow the State /PUC 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.

**Audited Financial Statement for SEC Form 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,
- d. Opinion concerning financial statements from a CPA and
- e. Contingent liabilities.

### **2. Primary banking source letter of reference**

This financial information is also required of any subcontractor that is expected to receive more than ten percent (10%) of the value of the contract.

## **J. BIDDER CERTIFICATIONS**

Each person signing a submitted proposal verifies that he/she is the person in the bidder's organization responsible for, or authorized to, make decision as to the prices quoted. In addition, each person signing a proposal will be required to make the following certifications on behalf of his or her organization.

The selected bidding firm will be required to comply with the employment provisions of Title I of the American with Disabilities

Act of 1990 and more specifically, the employment of qualified individuals with disabilities. **The provider shall submit a brief general statement relation to the Company's Equal Opportunity Policy/Affirmative Plan.**

**III. BACKGROUND AND INFORMATION AUTHORITY FOR RHODE ISLAND TELECOMMUNICATIONS RELAY SERVICE**

On June 21, 1991 the Governor of the State of Rhode Island signed into law that established among other things, the following provisions:

The Public Utilities Commission shall review all aspects of the proposed service to ensure that it conforms to the Rhode Island General Laws and the provisions herein. PUC may promulgate rules and regulations necessary to carry out said provisions as expressed in Section I.

**IV. OPERATIONAL REQUIREMENTS**

**A. OVERVIEW**

This section of the RFP lists and describes the specific operational functions that fall within the scope of Rhode Island Relay. The operational functions listed here are the elements that will be evaluated in the bidder's technical proposal. Each function or requirement listed will be labeled as one of two categories of operational functions. The **two categories of function** are as follows:

**MANDATORY**

These are **specific operational functions** or requirements that **must be offered** by the bidder as part of the proposed service.

**FAILURE TO MEET ANY OF THE MANDATORY REQUIREMENTS WILL AUTOMATICALLY DISQUALIFY THE BIDDER.**

**REQUIRED**

These are **general operational functions** or requirements that **must be addressed** in the bidder's proposal. Recognition will be made to bidders

with respect to these proposed functions depending upon the degree of compliance, function and requirement.

## **B. MANDATORY REQUIREMENTS**

### **1. Location of Relay Center**

**Mandatory.** Each bidder will identify the location(s) of its relay center(s).

### **2. Hours of Relay Operations**

**Mandatory.** The relay location must be operational with full service 24 hours per day, 7 days per week including holidays on a continuous basis.

### **3. Call Processing**

**Mandatory. The relay location(s) must be capable of handling all types of intrastate and interstate calls.** It may be important to note, that Rhode Island is a one-lata state and does not have inter-lata, intrastate telephone traffic within the state.

### **4. Directory Assistance (DA) Service**

**Mandatory.** Bidder shall provide callers with access to local and long distance directory assistance. Relay users should be able to ask the relay operator to dial directory assistance to make the request of local or long-distance telephone number(s).

**Local directory assistance** should be billed to the relay users at the same rate that would be billed by the incumbent local telephone company directly servicing the Rhode Island end user. It may be important to note that the State of Rhode Island requires the incumbent local exchange carrier to off **five (5) free DA calls to each business and residence access line per month.** Additional calls beyond the monthly five-call allowance are chargeable by the local telephone companies.

If the relay provider directly offers directory assistance for local telephone numbers within Rhode Island, the contractor (or subcontractor) is **required to provide five (5) free local DA calls per month to relay end users. The relay provider may subcontract to any local telephone carrier offering directory-assistance calls.**

**Long distance directory assistance** should be billed at the long-distance carrier's rate or at the rate of the carrier used for the long distance directory assistance call.

**The bidders shall briefly describe how this service will be provided and billed to the end users.**

## **5. Providing Qualified Staff**

**Mandatory.** Employment at the RIR shall be in full compliance with Title 1 of the Americans Disabilities Act of 1990 (ADA), Pub. L 101-336, to qualified individuals with disabilities. Each proposal shall include such a compliance plan to insure nondiscrimination and active recruitment in its hiring practices. Emphasis shall also be given to recruiting and hiring individuals with relay service experience and with experience working within the deaf, hard of hearing and/or speech-disabled communities.

**Each proposal must include:**

- a. An organization chart depicting levels and numbers of relay service personnel.
- b. A hiring practice plan documenting outreach to the hearing and speech disabled community and copies of job description for each planned position.

## **6. No Charge for Calls to Relay Center**

**Mandatory.** All intrastate and interstate calls, as defined in Section IV. B. 3. that access the relay center, (said relay center may be located within or outside the boundaries of Rhode Island) **shall be at no cost** to the end-user making the calls other than the current rates paid **for functionally equivalent voice calls** billed by the local telephone companies or by an interstate carrier **except where carrier discounts are applicable.**

## 7. Confidentiality of Calls

**Mandatory.** All calls shall be and remain totally confidential, and therefore no written or electronic script shall be kept beyond the duration of the call. Communication Assistants (CAs) and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information described below. **CAs must be required to sign pledge of confidentiality promising not to disclose the identity of any callers or fellow relay Communications Assistant or any information learned during the course of relaying calls**, either during the period of employment as a CA or after termination of employment. Confidentiality shall be complied with as stated in Chapter 39-23-5 of the Rhode Island General Laws.

- a. When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:
  - i. names, gender, or ages of the parties of the call,
  - ii. originating or terminating points of the call, or
  - 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 required in their course of resolving complaints. CAs may discuss the general situation that they need assistance with 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. If a relay user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the Communication Assistant or relay center, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.
- b. Watching or listening to actual calls by anyone other than the Communication Assistant is prohibited except for training or operational monitoring purposes.

- d. Proposals shall outline the policies the bidders will use to preserve confidentiality. Specific policies shall be developed in the start-up period after contract award. **A copy of the Confidentiality Policy shall be provided to the PUC and also to a relay user upon request.**
- e. Any relay personnel such as a Communication Assistant or supervisor who, after an internal investigation, is found to have violated the confidentiality rules and regulations shall be disciplined with possible employment termination if there are multiple occurrences. Proposals shall specify the policy for reviewing alleged violations of confidentiality.
- f. **The contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered.** This confirmation is necessary under standard operating practices for responding to customer complaints, or to cooperate with legitimate governmental investigations.

## **8. Handling of Emergency Calls**

**Mandatory.** The RIR shall have satisfactory procedures for receiving, transmitting and tracking emergency calls and Communication Assistants (CAs) shall be trained to handle such calls.

**The relay provider must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller's telephone number to the nearest Public Safety Answering Point (PSAP) of Rhode Island's E911 service.**

**When an emergency call is transferred to a E911 PSAP location, the CA shall stay on the line as long as necessary to ensure that the PSAP operator has received the call. In addition, the caller's telephone number shall be transferred to the PSAP even if the caller disconnects after initial contact with the relay operator.**

Rhode Island currently has only one (1) Public Safety Answering Point with an auxiliary location and its operation handles all emergency calls in the state. The Rhode Island Emergency 911 Authority (administrative

telephone number 401-354-0911) has the capability to handle all relay calls on an emergency basis.

**It is a mandatory requirement that the relay vendor must include, in its service promotions and advertisements, information that encourages direct dialing to Rhode Island's 911 emergency telephone number. Rhode Island's 911 operations have the capability to receive incoming TTY calls.**

**An emergency call plan must be included in the bid submission for RIPUC review.** The emergency plan shall include the call handling procedures and interaction between the CA and the Rhode Island 911 dispatcher when relay users do not call the 911 emergency services directly and use the relay center to assist them in calling for emergency assistance.

## **9. Equipment**

**Mandatory.** Furnish all necessary telecommunications equipment and software. The **transmission circuits shall meet or exceed FCC inter-exchange performance standards.** It is necessary for telecommunications equipment including station terminals to be capable of receiving and transmitting in both Baudot and ASCII (American Standard Code for Information Inter-exchange) codes, with an encouragement towards a gradual shift towards ASCII. ASCII format operates at higher transmission rates utilized particularly by personal computers transmitting with standard modems and additionally, allow for a greater range of characters. **It is also required that relay systems be capable of automatically identifying incoming TTY signals as either Baudot or ASCII.**

## **10. Automatically Number Identification (ANI)**

**Mandatory.** The bidder must utilize ANI (Automatic Number Identification) on incoming calls to the relay center. The bidder shall deliver ANI to the CA position with the initial call contact and will utilize ANI to establish a record for billing and emergency purposes.

**11. Back-Up Power**

**Mandatory.** A backup auxiliary system must be able to **provide** emergency power in the event of commercial power outage for **continuous relay use**. The **uninterruptible power system** must support the switch system and its peripherals, switch room environments (air conditioning, fire suppression system, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and any call detail recording equipment.

**12. Intercept Messages**

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

**13. Switching System**

**Mandatory.** The switching system shall include specialized equipment which will 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, the ability to perform preventative maintenance without taking the system off line, and an inventory of spare critical components (to be defined by the bidder) which are maintained on site to ensure that the required levels of service are continuously met.

**14. Voice (VCO) and Hearing Carryover (HCO)**

**Mandatory.** Contractor shall provide **both voice and hearing carryover upon request of the user at the expense of the vendor**. A deaf or hard of hearing person with understandable speech may request voice carryover which will receive the message typed back. Also, a speech-disabled person who can hear may request Hearing Carryover that will enable the speech-impaired person to directly hear what the other party is saying and type back his/her message that will be spoken by the CA.

**Mandatory.** Upon the implementation of the contract, the contractor will be required to **brand the caller's phone number** to identify him/her as a VCO, HCO or other feature user for future calls **within 48 hours after the first RIR call.**

**15. Speech-to-Speech (STS) Relay**

**Mandatory.** The relay provider will be required to offer STS relay service with the following conditions.

- a) The STS CA will have the authority, at the request of the STS user, to retain information beyond the duration of a call in order to facilitate the completion of consecutive calls.
- b) The STS CA is permitted to facilitate a call for a user with a speech disability as long as the CA does not interfere with the independence of the user, the user maintains control of the conversation and the user does not oppose the intervention.
- c) The relay provider to offer STS users the option to maintain at the relay center a record of regularly called names and telephone numbers. This information must be transferred to any new STS provider.
- d) STS service must offer users the option to maintain at the relay center a list of names and telephone numbers and provide the information to the STS user upon request.
- e) The STS CA will be required to meet all other standards and requirements in its operations as set forth by the FCC.

**16. True Caller ID**

**Mandatory.** If a relay user subscribes to Caller ID through the local telephone company, the customer will receive the name and telephone number of the person who is calling through the relay service.

If the Caller ID information is blocked then the customer will not receive information regarding the name and telephone number of the called party.

## **17. CapTel**

**Mandatory.** CapTel service will be provided by the relay provider on both a 24-hour and seven days a week basis.

The CapTel service will be offered on a 1 or 2-line basis. The standard 1-line CapTel service is initiated by dialing a toll-free number for the captioning service. The benefit of a 2-line CapTel service is the user can receive direct-dialed incoming calls instead of placing the call through the CapTel center. The conversation is carried over one line while the captions are provided on the second telephone line.

## **18. Relay Conference Captioning**

**Mandatory.** The relay provider will offer conference and multi-party calling capability to its end users through Relay Conference Captioning service.

Conference features can be utilized whether the customer is using traditional relay, CapTel service, VCO, internet relay or video relay.

## **19. Usage**

**Mandatory. No restrictions shall be placed on the length or number of calls placed** by customers through the relay center. CAs will be prohibited from denying sequential calls or limiting the length of calls utilizing relay services. The system shall be designed to carry fully anticipated traffic during peak calling periods.

## **20. Blockage Rates**

**Mandatory. Not more than one (1) out one hundred (100) calls shall encounter a busy signal when calling RIR.** The provider is responsible for ensuring that 99% of calls reaching the relay center each day are either answered or continue to receive a ringing signal.

At a minimum, the blockage rate shall be sampled by measuring for a 30-minute period during each hour of each 24-hour day and duly recorded for regulatory review. If all the relay stations are busy, an intercept message must be invoked after a 15-second waiting period. **The vendor will submit documentation regarding the busy requirement on a monthly basis in its reporting to the PUC.**

**21. Speed of Answer**

**Mandatory.** The RIR must, except during network failures, **answer 95% of all calls must be answered within 10 seconds on a daily basis.** In addition, no more than 10 seconds shall elapse between receipt of dialing information or receipt of billing verification and the dialing of the requested number. Abandoned calls shall be included in the speed-of-answer calculation. **The vendor will be required on a monthly basis to verify and report the compliance of this requirement.**

**22. Full-Time Relay Manager**

**Mandatory.** A full-time relay manager will be hired by the relay contractor during the full term of the relay contract with the State of Rhode Island, to work **five days a week for a period of eight hour each day or any similar multiple of working time that would equate to forty hours each week.**

**The relay manager has to be a Rhode Island resident who is either deaf, speech and/or hearing disabled and has the ability to communicate in American Sign Language (ASL).**

**Primary Functions of the Relay Manager**

- a. To promote the RIR in the State of Rhode Island
- b. To support the necessary outreach effort to the deaf, hearing/speech disabled and hearing individuals, groups and organizations within Rhode Island
- c. To advance a continuous educational effort about the relay service to the **business community and elderly organizations**

## **Reporting of Relay Manager's Work Activities**

A bi-monthly itemization of the specific work activities to be submitted to the PUC that **will include dates, time periods and type of work activities with specific emphasis on the names of individuals, community organizations and businesses contacted to promote the outreach effort.** The purpose of this reporting is to monitor the promotional effort of the relay manager and verify the mandated workweek requirements.

### **23. Interpreter Services**

**Mandatory.** The vendor will be financially responsible for all expenses associated with an interpreter needed by the relay manager at meetings, outreach presentations etc. that are job-related functions.

### **24. Relay Outreach and Promotional Expenses**

**Mandatory.** It will be a requisite of this agreement that the successful relay vendor to directed a **minimum of \$20,000.00 in outreach and promotional relay expenses each year** associated with media advertisement, material printing and distribution, presentation materials and etc. to further educate the general public in Rhode Island with special emphasis aimed at the **business community** and to further promote the service to potential users such as the **elderly** population.

**The annual outreach expenses will not include the labor rates or traveling cost associated with the work and activities of the full-time relay manager.**

**Mandatory.** The contracted vendor will be required to submit **bi-monthly report on the status of these incurred advertisement and promotional expenses, on an accumulative basis**, to substantiate this contractual obligation of \$20,000.00 annually.

### **25. Establish Procedures for Relay Communications for**

## **End-Users' Answering Machines**

**Mandatory.** The relay vendor is required to develop written procedures for CAs to handle relay communications when an answering machine becomes involved in the call.

**The written procedure should take into consideration the minimum time allowed by an answering machine to leave a message and the necessary retention time for the length of the call of an electronically recorded message that would be in compliance with FCC requirements.**

Those written procedures must be included within the bid proposal for regulatory review.

## **26. Relay Provider's Web Site for Consumer Information**

**Mandatory.** The vendor's web site shall include:

- a. A toll-free voice/TTY telephone number, toll-free fax number, an electronic address and a mailing address to which communications can occur regarding a complaint to customer service.
- b. Describe all the relay services and features offered by the relay vendor.
- c. A customer service profile section that is available to input the services, features and other pertinent consumer information of interest such as a long-distance carrier, VCO/HCO, etc.
- d. A "Frequently Asked Question" section that provides questions and answers asked by relay end-users.
- e. Promotional information to encourage the direct dialing of 911 emergency services by TTY users.
- f. Promotional information to encourage the direct dialing of 711 access to the relay service by the general public.
- g. Consumer information regarding Rhode Island's Adaptive Telephone Loaner Program ("ATEL") such as the address, voice/TTY telephone number and a brief description of the program.

**27. Administrative Relay Contact**

**Mandatory.** The relay vendor is also required to submit to the RIPUC the name of a direct administrative contact person to assist is consumer issues and complaints.

**28. Dialing Access**

**Mandatory** The primary dialing format in Rhode Island is a **three-digit prefix "711"** for relay calls. The successful relay provider will be required to continue the use of the three-digit dialing code in order to maintain continuity to the relay users and ease in remembrance.

**Mandatory.** The Rhode Island Telecommunications Relay Service has been in existence since 1992. RIR had initially utilized one primary telephone access number (**1-800-745-5555 advertised as 1-800-RI-55555**) for all baud rates in Baudot or ASCII since the inception of the relay service and before the use of 711.

**The State of Rhode Island would like to continue the use of 1-800-745-5555 as an ancillary relay number to 711.** The relay vendor will be required to continue the use of this 800 number with approval on its application from the RIPUC.

The current Rhode Island Relay toll-free numbers are:

English

1-800-745-5555 - TTY  
1-800-745-1570 - ASCII  
1-800-745-6575 - Voice

Spanish

1-866-355-9214 – Spanish-to-Spanish or  
English-to- Spanish

Speech-to-Speech

1-866-355-9213

**29. Access to 900 and 976 Services**

**Required.** The vendor may provide pay-per-calls (i.e. 900, 976 information services) to Rhode Island relay users if it has the billing capability and appropriate fraud prevention mechanisms.

**Required.** The relay vendor shall offer blocking capabilities to Pay-per-use (900 and 976) numbers and toll-free (800) numbers for outbound calls over the public switched-telephone network.

**30. Interstate Carrier of Choice**

**Mandatory.** To the same extent that access to preferred carriers is offered to voice users, the relay users must also be able to select their long distance carrier. Carrier of choice will be automatically accomplished according to the individual's automatic number identification (ANI). The carrier of choice will be identified in the information contained in the relay user's profile.

**The carrier of choice will be branded to the caller's telephone number with 48 hours after the first request.** Bidder must include a description of how the service will be provided.

**31. Provision of Spanish Relay**

**Mandatory.** The provider shall offer a non-English language relay service to allow persons with hearing and speech disabilities who use the Spanish language other than English to communicate with voice telephone users. A minimum number of CAs on the different shifts, who is fluent in the Spanish language, is required in offering relay service in Rhode Island.

**C. SCOPE OF SERVICE**

The relay service shall be designed to provide a means whereby a deaf, hard of hearing and/or speech disabled person utilizing a TTY or computer can communicate over the existing telecommunications network with a non-TTY

user (and vice-versa) through the voice assistance of a relay system Communication Assistant. The intent is to provide hearing and speech disabilities individuals with telephone services that are functionally equivalent to those provided to individuals without hearing and speech disabilities.

Rhode Island wishes to provide the most cost-effective and efficient relay service possible. **Each proposal shall include a comprehensive description of the methods used to satisfy the RFP requirements.** All responses shall address in detail how the following will be accomplished.

### 1. System Design

**Required.** The bidder shall explain the type of equipment and staffing level requirements necessary to meet the service standards and handle the types of calls and projected call volumes. Rhode Island's recent relay monthly statistics are as follows:

- a) the total intrastate completed calls and minutes are 6,095 and 31,175 respectively
- b) the total interstate and international completed calls and minutes are 641 and 3,614 respectively
- c) the total 800 toll-free calls and minutes are 604 and 6,418 respectively

The system should be designed and developed with these statistical factors being part of that consideration.

### 2. Network Access

**Required.** The service shall be designed to include intrastate, intralata local /toll calls and interlata interstate calls as defined in Section IV. B. 3. Bidders must provide a network design diagram indicating the quantities and types of inbound and outbound circuits necessary to complete the estimated number of calls by Rhode Island users during the contract period.

### 3. Service Reliability

The proposed relay service must be designed to meet the following reliability specifications:

**a. Additional Power Options**

**Required.** In addition to the above auxiliary power requirements, specify other power options. Which may include: additional hours of battery backup with connectivity to a bidder-supplied generator and/or other bidder-recommended solutions that would be fully compatible with the hardware system(s) bid.

**b. Recorded Announcement**

**Required.** Recorded announcements as appropriate shall be provided **if a system failure occurs** within the relay switch or on in/out bound circuits. Both voice and TTY messages shall be provided during disruption periods. If intercept messages on in and/or out bound circuits are not under the control of the service provider, please specify in the bid proposal.

**c. Disaster Recovery Plan**

**Required.** The bidder shall create a complete, detailed plan for dealing with all types of natural and man-made problems.

**Mandatory.** **A primary requirement is to notify the assigned contact person representing the Rhode Island Public Utilities Commission immediately if a major problem occurs.** In addition, the plan should detail the levels of escalation that will be employed to deal with the problem and restore relay service.

**Required.** As an augmentation to the above minimum requirements for a disaster recovery plan, bidders should provide details that address how the bidder plans to cope with **specific disasters**. Details may include: **alternate switching of calls** including network diagrams identifying where traffic will be routed if vulnerable circuits become

inoperable; the provision of redundant circuits to geographic areas where users are concentrated; a contingency plan for how disasters will be handled which are not part of the network but which may affect the network; and/or other areas which bidder considers important to include in a disaster recovery plan.

#### **4. Service Expansion**

**Required.** Bidder will also show the capability of expanding services in response to increasing demand and future FCC requirements. It is essential that expansion of the service is available and efficiently planned.

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, trunk capacity, workstations, personnel staffing and equipment capacity. The plan shall also indicate time lag required to meet any increased volume. The above plans shall be able to maintain all standards listed in the RFP. Furthermore, the service delivery procedures shall permit the most cost-effective use of available resources.

#### **5. New Technology**

**Mandatory.** The selected relay vendor is encouraged to offer new relay technologies and services as soon as they become available and practical with the approval the RIPUC. The user communities should be allowed to benefit from advancing technology. Bidder will describe the methodology and process it will use to keep ahead of technological changes in the provision of relay service.

**Mandatory.** It will be incumbent on the vendor to submit information, to the RIPUC on a continuous 12-month basis from the date of the contract agreement, on any new technology or enhanced relay features that are provided by the vendor in

other states that are not currently offered with the relay service in Rhode Island.

**6. Disability Awareness**

**Required.** All relay center staff, including management, shall receive training about ASL, deaf culture, acquired deafness, speech disabilities, hearing loss and ethics and confidentiality. Each proposal must include an outline of a training plan indicating instruction topics and time frames as well as individuals or organizations representing the deaf, hard of hearing and speech impaired communities used to assist with the training.

**7. Transfer Capability**

**Required.** The Relay Center must be equipped to allow for the transfer of calls when necessary to meet user needs.

**8. Intrastate Toll Call Billing**

**Mandatory. Intrastate, intra-lata toll calls** placed through the relay system shall be billed at the **same rate** that would apply if the calls had been placed without the use of the Communication Assistant. The rates shall include any traditional discounts on night and weekend for local direct-dialed, station-to-station calls offered to TTY users for an intrastate toll call.

**9. Interstate Toll Calling Billing**

**Required.** The relay center will also be required to process and bill **interstate calls** originating and terminating in Rhode Island that are **only directly billable** to a Rhode Island telephone numbers at the functionally equivalent voice rate of the interstate carrier with any applicable interstate discounts offered to TTY users. The petitioner shall include a network design diagram to show how this objective

can be accomplished. The petitioner will also provide details describing how all interstate costs involved (i.e., operator time, facility and equipment usage, overhead, billing and administrative costs, etc.) will be completely separate from intrastate costs.

**10. Billing Procedures for Interstate/Intra-lata Relay Services**

**Required.** The bidder will describe the billing procedures that will be employed for intrastate / intra-lata calls and the interstate / inter-lata calls. The billing procedure will include the CA's billing questions asked of the caller and it should be the contractor's objective to limit this inquiry.

All interstate toll calls placed through the relay system shall be billed at the rate not any higher than the same rate that would be applied by the interstate carriers (with any applicable discounts for TTY users as equivalent to voice users) as if the calls had been placed without the use of the Communication Assistant.

**11. Billing Arrangement**

**Required.** Provider shall bill for charges for collect calls, person-to-person calls, calls to or from hotel rooms and payphones 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 must include the bidder's procedures for obtaining billing information from the local exchange companies, whether the billing will be performed in-house or contracted, specific credit cards that calls can be billed to, and a sample bill format, if available.

## 12. Call Billing Record

**Required.** Bidders must specify the system for identifying and documenting all types of intrastate and interstate calls for billing purposes. The record shall contain, at a minimum, the following detailed information:

- a. Telephone number or credit call number to be billed (NPA prefix-line number)
- b. originating telephone number (NPA prefix-line number)
- c. terminating telephone number (NPA prefix-line number)
- d. date
- d. state time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number)
- e. end time (the time when either the called party or the calling party hangs up)
- g. call time to the full second (the time in between start time and end time), if technically capable.

The billing system must be automated as completely as possible, except in case of emergency calls, system failures, or other circumstances that commonly handled by voice telecommunication operators in automated offices under standard practices.

Bidders must also fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, how the billing record detail will be transmitted to the billing agency (if any), and how charges will appear on the user's bill.

## 13. Video Relay Interpreting (VRI)

**Required.** A relay service allowing TRS users with hearing or speech disabilities to communicate with voice telephone users through video equipment

installed at the user's premises and at the relay center. The video transmission allows the CA to view and interpret the caller's sign language and relay the communication to a voice caller.

While is not mandated in this RFP, the RIPUC would like to encourage the relay provider to offer video relay interpreting service to end users and the FCC has allowed the recovery of the costs of both intrastate and interstate calls from the interstate TRS fund.

## **D. SYSTEM STANDARDS**

The basic standard for the implementation of the relay system shall be to provide users access to the telephone network that is functionally equivalent to that provided to the telephone-using public. To achieve that standard, the relay system must have the following characteristics.

### **1. Operator and Directory Assistance**

**Required.** Bidders are required to provide relay access to operator assistance for the deaf, hard of hearing and speech disabled. This service would provide to all standard operator services normally offered to all telephone users such as establishing:

- alternative billing arrangements,
- collect, person-to-person and third-party calls,
- busy line verification,
- call interrupt, and
- including local and long-distance directory assistance.

### **2. Complaint Resolution**

**Mandatory.** Provider shall establish procedures regarding complaints, inquiries and comments regarding RIR services and personnel. The bidder shall provide an outline of the major points to be included in the complaint, comment and inquiry procedures.

**The provider shall insure 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.** One method is to provide consumer access to a supervisor regarding on-line complaints by a separate toll-free telephone number.

**A monthly summary of complaints shall be submitted to the RIPUC during the term of the contract.** The relay center shall document all complaints received including detailed resolutions and made available upon request to the RIPUC.

### **3. Conflict of Interest**

**Required.** To avoid the appearance of a conflict of interest, bidders shall demonstrate in their bids that they will operate this as an independent relay service. Bidders shall not use any information obtained from relay calls for any other services they may provide to users of the relay system and **shall not make any such information available for sale.**

### **4. Community Outreach**

**Mandatory.** The RIR shall implement a **residence community and business outreach program to educate all people about the relay service.** Each bid shall demonstrate how the bidder proposes to maintain a continuing outreach program and shall include an outline of the major points to be included in the outreach program. Outreach programs shall include, but not limited to, media advertisements, meetings with the user communities, distribution of informational pamphlets describing how to use the relay service, bill inserts, wallet cards, etc. The provider will be required to implement an **initial advertisement effort** of the availability of the RIR operations to Rhode Island users at the commencement of the service.

The provider shall work **with local organizations**, which use the relay service, in the development of all outreach material to ensure that it is consistent with program goals. **All outreach and promotion efforts must include language specifying that emergency calls may be made directly to the 911 emergency service by the TTY user** and a proposal to do so must be included in the bid response to the RFP.

**The relay provider will be required to place the appropriate dialing information about the Rhode Island Relay service in all local telephone directories.**

## **5. Consumer Input**

**Mandatory.** The telephone users shall have input on the quality of the delivery of service. **Bidders shall develop a plan to include the users of the system in any evaluation of the RIR operations. 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. The evaluations shall not come from those directly or indirectly involved in operating the relay center or its corporate associates.

his does not preclude the provider from conducting additional internal evaluations that utilize relay staff only. **The results of these periodic evaluations shall be reported to the RIPUC on a semi-annual basis for public review.**

## **E. COMMUNICATION ASSISTANT (CA) STANDARDS**

### **1. Minimum Communication Assistant Qualifications**

Bidders shall specify how they plan to demonstrate that Communication Assistants meet all necessary proficiency requirements. CAs shall be able to

quickly and accurately type TT relay messages.  
This will include, not be limited to:

- a) **Required.** Competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and **familiarity with hearing and speech disability cultures, language and etiquette.**
- b) **Mandatory.** A minimum typing speed of **sixty (60) words per minute.** Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests to substantiate CA speed.
- c) **Mandatory.** CA shall demonstrate skills in English grammar and spelling at a minimum of a 12<sup>th</sup> grade level.
- d) **Required.** Ability to understand deaf, and hard of hearing and speech disabled individuals using limited English and to translate limited written English to correct written English. Bidders shall demonstrate how they plan to train CAs to translate these calls if requested by user during the call. Furthermore, bidders shall indicate at what level they consider CAs to be fully trained in this capacity.
- e) **Required.** The contractor shall require that all prospective CAs takes and passes a quantifiable, performance-based relay CA proficiency examination. This examination shall cover spelling, typing, dictation, procedures, including the handling of emergency calls characteristics of ASL as it may be reflected in the written language of TT users, deaf culture, ethics and confidentiality, and professional judgment. This test shall have as its minimum requirements the proficiency skills for CAs mandated by this RFP. The relay center shall make sure that material from these tests is not available to the CAs before testing time and must change portions of the tests from time to time.

Any CA who cannot pass this examination within a

three to four month training period shall not be utilized as a relay Communication Assistant. CAs shall be retested at least annually. Trainees shall be identified to both parties at the onset of each conversation to mitigate potential for criticism of CA quality.

- d) **Mandatory.** The proposal will provide the Requirement for CA personnel to have multilingual capabilities and be able to communicate in languages, other than English, that are considered predominant in Rhode Island. **It will be a requisite of this contract to maintain CA staffing personnel that is able to communicate in Spanish.** A CA must be able to translate Spanish to English and vice versa. In addition, the CA must be able to provide relay service from Spanish to Spanish. All Spanish-speaking relay CAs shall demonstrate skills in Spanish grammar and spelling at a minimum of a 12<sup>th</sup> grade level.

## 2. Communication Assistant Training

- a) **Required.** Each bidder shall demonstrate how ongoing CA training will be provided by including with is proposal an outline of a proposed CA training plan. The provisions for CA training shall include, but not be limited to, ASL, deaf culture, needs of speech impaired users, and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling.

Appropriate portions of in-service training for CAs shall be provided by professionals from the deaf, hard of hearing and speech disabled communities in the field of language interpreting, ASL and deaf culture and speech impairment.

- b) **Required.** Bidders to include in the training plan options for providing ongoing CA training in the form of seminars, briefing sessions, etc. to inform and update CAs on issues and topics pertinent to the deaf, hard of hearing and speech-disabled

communities, including state and national legislation and policy issues.

### 3. Procedures for Relaying Communications

Communication Assistants must simultaneously convey the full content, context and intent of the communication verbatim. If requested by a user, the CA may translate and relay calls according to the following procedures.

- a) **Required.** Those users who have limited written English language skills may want their calls translated into more appropriate English so that hearing persons can understand the call and communication occurs. The hearing person's English may be translated back into written English at a level that the deaf person can understand. TTY users may instruct the CA to voice in standard English or word for word that which the TTY user types.
- b) **Required.** CAs shall, when necessary, to the best of their abilities, let the TTY user know the non-TTY user's tone of voice.
- b) **Required.** CAs shall also keep the user informed on the status of the call, such as dialing, ringing, busy, and disconnected or on hold.
- d) **Required.** The CA shall type to the TTY user or verbalize to the non-TTY user exactly what is said when the call is first answered and at all times during the conversation, unless either parties specifically requests otherwise.
- e) **Mandatory.** When the CA needs to explain relay to a hearing user, the CA shall also type "explaining relay" for the benefit of the TTY user. Conversely, when the CA needs to explain relay to a TTY user, the CA will inform the hearing user that the CA is explaining relay. **The CA shall not announce a call as a relay call unless upon request by the TTY user**, permitting the caller to provide explanation, if any.

- e) **Required.** When speaking for the TTY user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made.
- g) **Mandatory. CAs answering and placing a TTY-based call must stay with the call for a minimum of ten (10) minutes and the STS CAs must stay with the call for a minimum of fifteen (15) minutes.** CAs shall indicate to the TTY user if another person (hearing) comes on the line.
- h) **Required.** When a line is busy, a CA shall redial at least two times, **with a fifteen (15) second** delay between re-dialing at the request of the caller.
- i) **Required.** All comments directed to either party by the CA shall be relayed. These comments shall be typed in parentheses, for example, “(Will you accept a collect call?)”. All comments directed to the CA by either party shall also be relayed for example, “ Yes, I’ll accept the collect call.”
- j) **Required.** If either party communicates in the third person, the operator shall relay in the third person.
- k) **Required.** When necessary, CAs shall verify spelling of proper nouns, numbers and addresses that are spoken.
- l) **Mandatory.** The CA will stay on the line until both parties have terminated the call. If necessary to process a complaint or compliment, **the call will be transferred to a supervisor.**
- l) **Required.** CAs shall not counsel, advise or interject personal opinions or additional information into a relay call. Furthermore, the CAs shall not hold personal conversations with anyone calling the RIR **even when prompted by callers.**
- n) **Required.** Callers shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge

of the caller (except for long distance billing purposes). It is understood that for some calls, have the full name would help facilitate the call. The CA may ask for that information and explain how it may facilitate their call. However, the CA shall not refuse to make a call if the caller does not wish to give full names.

o) **Required.** CAs will uniformly recognize an “s” typed by a TTY user at the beginning of a call to indicate that the user is speech-disabled. Bidders shall propose procedures for fulfilling this requirement. This convention shall be included in all informational material produced and distributed to explain relay usage.

p) **Required.** CAs will leave messages on answering machines or other voice processing systems if the voice or TTY caller activates one while actually making the call. Bidders shall propose procedures for fulfilling this requirement, and the procedures shall include the following steps:

- i. The CA will inform the caller when an answering machine has been reached.
- ii. The CA will ask the caller if she/he wishes to leave a message.
- iii. The CA will leave caller’s message, either by voice or by TT.
- iv. The CA will confirm to the caller that the message has been left.
- v. The caller will only be charged for one call regardless of the number of redials required to leave a message.

q) **Required.** CAs will be required to electronically capture recorded message and retain then for the length of the call.

q) **Required.** CAs retrieves messages from processing systems and relay a TTY message to a voice user or a voice message to a TTY user. Bidders shall propose procedures for handling this requirement, and that procedures shall include methods for obtaining any necessary system access codes from the user and statements regarding the

confidentiality of that information.

- s) **Mandatory.** STS CAs will be provided limited exception from keeping records of the content of any conversation beyond the duration of a call. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls.
- t) **Mandatory.** CAs must alert the TRS user to the presence of a recorded message and interactive menu. The CA will send the text to the consumer's TTY indicating that a recording or interactive has been encountered. Relay providers may not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recorded and interactive messages.

#### **4. Handling of Obscenity Directed to Communication Assistant**

**Required.** CAs does not have to tolerate obscenity directed at them. A proposal should specify how the contractor would handle these situations. It is acceptable to transfer callers using obscenities directed at the CA to a supervisor to determine why the caller is using obscenity and to explain that this is inappropriate.

#### **5. Communication Assistant Counseling**

- a) **Required.** Bidders are required to outline a counseling and support program that will help CAs deal with the an emotional aspect of relaying calls. Because CAs are not allowed to talk about their calls with other CAs, friends or family, other relay systems have found that CAs need to have access to someone they can talk about their emotions and learn ways to cope with their feelings.

Those providing this staff support must have training in dealing with these situations. However, the CAs must not give to the support person the names of the callers involved. The counseling support system must follow the confidentiality provisions listed above.

- b) **Required.** Besides the above minimum requirements for CA counseling, indicate any additional counseling services. These may include: 24-hour per day access to counseling for CAs; counseling for staff with professional degree(s) pertinent to the needs to relay CA; designation of a minimum of one (1) full-time staff person to organize and lead group discussions of common CA experiences and emotions; and/or other counseling recommendations that the bidder may wish to make.

## 6. Communication Assistant Identification

**Mandatory.** The method to be used in the RIR is for the **CA to identify by CA identification number (not name) and to state their gender (M/F) prior to the call relay.** If the user prefers a specific CA gender to relay the call, the relay center should establish a policy to accommodate the caller.

**If a specific CA gender is requested and a switch of CA occurs during the relay conversation, the contractor is compelled to provide the same gender of a CA as requested.** The contractor shall institute a method, which will allow identification of the CA in the event a complaint, is filed or a user wants to praise the work of the CA.

## 7. Caller-Provided Information

**Required.** A contractor may require that a caller provide NPA/NXX type or other telephone information to identify the caller's local calling area

if that information is necessary to distinguish local calls from toll calls. The bidder must specify how such information would result in faster call set-up times and provide justification that no other equipment is available which would avoid the necessity for callers to provide their phone number.

## 8. Staffing for Call Volume/ Usage Patterns

**Required.** Bidder's proposal shall show plans to develop staffing patterns as related to call volumes and usage patterns.

## 9. Policy and Procedures Manual

**Required.** Bidders shall provide with the proposal comprehensive outline of a proposed communication Policy and Procedure Manual that shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of relay Communication Assistant.

# F. SERVICE PROVIDER REPORTING REQUIREMENTS

## 1. Traffic Reports

The contractor shall maintain the following written reports on a monthly basis for possible regulatory review upon request.

- a) **Required.** Reported by NPA/NXX or other acceptable method; total daily and monthly.
  - i. number of incoming calls
  - ii. number of outgoing calls (including busy, no answer, disconnected)
  - iii. number of completed calls
  - iv. number of abandoned calls
- b) **Required.** Average daily and monthly blockage rate to include the downtime of CA positions.

- c) **Required.** Average daily and monthly answer time; range of answer times for the month.
- d) **Required.** Average daily and monthly number of calls in queue (caller is receiving a ringing, waiting to be answered by a CA); average length of time in queue.
- e) **Required.** Average daily and monthly length of call broken down into call set-up, call duration, and call wrap-up.
- e) **Required.** Total daily and monthly number of calls in minute stratification data.
- f) **Required.** Usage patterns (number of calls and length of calls) by hour of day and day of week.
- h) **Required.** Number of CAs on duty by hour of day and day of week.
- i) **Required.** Number of local, intrastate and interstate toll calls and completed call minutes for the month.
- j) **Required.** All of the above shall be stated shall be recorded in a written documentation and on file no later than 21 calendar days after the close of each month.
- k) **Required.** For the purposes of improving the productivity of the relay service, automatic electronic production of the above information may be required.
- l) **Required.** The bidder will submit the reporting format that will be used to provide all of the above information upon request.
- m) **Required.** The bidder must include information on its capability to provide ad hoc reports including new information in the bidder's system's database or formats for existing information.
- n) **Required.** On an annual basis, the vendor must

provide forecasted usage figures and costs to the Public Utilities Commission for the upcoming year for use in the annual program budget.

## 2. Other Reporting Requirements

- a) **Mandatory.** The provider shall **report semi-annually**, to the RIPUC the **results of the user evaluations**.
- b) **Mandatory.** The provider shall also **maintain a log of consumer complaints and submit monthly summary reports** regarding the numbers of complaints received and topic areas of the complaints to the RIPUC. The complaint log shall be made available to the PUC upon request.

## G. PLAN FOR SERVICE START-UP

**Required.** The bidder shall provide a plan for implementing the service that has been proposed. The plan should include details on how the transition from the existing service to the new service will be accomplished. Bidder shall include in the plan a timeline with critical dates for major steps in the implementation process from contract award.

## V. EVALUATION CRITERIA AND PRICE PROPOSAL

### A. INTRODUCTION

RIPUC will conduct a comprehensive and impartial evaluation of all proposals received in response to this RFP. In comparing proposals and making a selection, Public Utilities Commission may consider all factors bearing upon a bidder's qualifications. Bidders' financial responsibility, skills, experience and record of integrity may all be taken into account. Bidder's financial resources and business and technical organization perform the work of the quality specified in the time required will be taken into account.

## B. ADMINISTRATIVE REQUIREMENTS

All proposals will initially be reviewed by RIPUC to insure that the required elements have been submitted and are clearly identified. The RIPUC will announce the Bidders of Record upon request. The announcement will disclose only the names of all bidders who have submitted a proposal.

## C. EVALUATION OF PRICE PROPOSALS

### 1. Pricing and Reimbursement Basis

Prices in response to this RFP and ultimate reimbursement to the contractor (relay provider) will be based on a price per **“Billable Minute”** for intrastate calls. A Billable Minute will be calculated to at least the nearest tenth of minute for each relay conversation. The time for all Billable Minute calls 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. **Billable Minute conversations will only consist of intrastate toll and local calls and will not include interstate and international calls.**

**A Billable Minute shall include call set-up, call wrap-up, and the actual time when the calling party is:**

- Connected to the called party;
- Connected to an answering machine at the called party’s number; or
- Connected to a recorded message or intercept for the called number.

**A Billable Minute will not include:**

- calls that have reached numbers that are busy or receive no answer;
- time in queue; or
- time between calls (relay user finishes one call and provides information for the next call).

## 2. Price Quotation

**RIR price quotations will consist of prices per Billable Minutes and will be submitted in the proposal for each of the five prospective operational “fiscal” years (commencing on August 1st of the first year).**

**The Billable Minute pricing quotations will not include price variations due to calling volumes or call durations.**

All prices shall be binding on the bidders and are not negotiable. Any pricing proposal that is incomplete or contains significant inconsistencies may be rejected. No deviations, qualifications, or counter offers will be accepted.

## 3. Start-Up Expenses

The relay contractor will not be paid any lump or one-time sum for start-up expenses or expenses incurred in the preparation of the bid proposal. These initial costs are required to be recovered in the development of minute pricing.

# VI. BIDDER RESPONSE REQUIREMENTS

## A. PROPOSAL NARRATIVE

Contract and other changes will be handled within the bidder’s organization (i.e. delegation of authority, response time, procedures to insure decisions are rendered and implemented promptly, etc.). This section of the proposal contains critical information not appearing elsewhere. Statements in the Proposal Narrative may be relied upon as the sole source of some evaluation factors. Specific information in a number of different areas is requested.

### 1. Background

Background on the bidder is requested; organizational size, date established, technological resources, professional staff, overall depth of personnel resources, etc. are key points to include.

**2. Financial Resources**

The bidder, together with any subcontractors, must demonstrate that financial resources are adequate to perform all requirements of the contract, including start-up and expansion costs. It must be demonstrated that incurring liabilities for the relay center will not endanger the bidder's financial stability. The documents listed in Section II under Financial History must be included as attachments.

**3. Site Requirements**

The bidder shall briefly describe the proposed site (s) for the service, including geographic location, number and size of buildings and proposed number of CA stations. The bidder shall also comment on plans to maintain security and privacy of the work environment at the proposed site(s).

**4. Experience**

A description of the bidder's experience shall be provided, describing why the company is qualified for the contract. For each experience, the bidder shall describe the work performed, including the scope and complexity of the project, its time period, names and titles of key personnel, project location, names and addresses of the clients, and subcontractors utilized. Experience connected with federal and state contracts, rules, and regulations and laws are of particular interest.

**5. Disability Representative**

Bidder shall indicate experience with staff and customers who are disabled, and how it will affect the proposed service. A review of company performance with services to people with disabilities is requested. Explain the bidder's commitment of active recruiting and hiring people with disabilities and the extent to which people with disabilities are represented in the organization.

**6. Operations and Staffing**

A section on operations should be provided to indicate how the

bidder intends to manager contract performance. This information should include but not necessarily limited to organization and staffing. Bidder shall provide a complete and detailed description of the intended organizational structure and staffing to be used, including and organizational chart, job descriptions with minimum qualifications, and resumes of relay management, if known.

**B. PRICE PROPOSAL**

**The submitted price quotes (charge/minute) must be fixed and unchanging for each 12-month (August 1<sup>st</sup> to July 31st) through the four-year period of the contract. The price per minute may vary after a 12-month period has expired with a new rate becoming effective.** The first-year price quote would start August November 1, 2006 and end on Oct 31, 2007 and so forth and so on. Estimates will not be considered or accepted.

**Reimbursement to the contractor will be on the basis of monthly billable minutes multiplied by the appropriate proposed rate.**

**C. ATTACHMENTS**

The following documents must be included with the proposal as attachments. The section of this RFP where each of these attachments is discussed is referenced below:

<u>ATTACHMENT</u>	<u>REFERENCE IN RFP</u>
1. Financial History Documents.....	II.I
2. Recruitment and Hiring Plan (including organization chart and job description.....	IV.B.5
3. Network Service Reliability.....	IV.C.3
4. Disaster Recovery Plan.....	IV.C.3.c.
5. Disability Awareness Training Plan (outline).....	IV.C.6.
6. Complaint Resolution Procedures (outline).....	IV.D.2.

7.	Consumer Input Plan (outline).....	IV.D.5.
8.	Communication Assistant Training Plan (outline).....	IV.E.2.
9.	Communication Assistant Counseling Program (outline).....	IV.E.5.
10.	Communication Assistant Policy and Procedures Manual (outline).....	IV.E.9.
11.	Insurance Coverage.....	
12.	Appendix 1.14.	

## TERMS AND CONDITIONS

### 1. PURPOSE

The purpose of this section of the RFP is to state the terms and conditions under which the Contractor will provide on behalf of the State of Rhode Island, the statewide telephone relay service, hereinafter call **Relay Rhode Island (“RIR”)** through which deaf, hearing and speech disabled persons are provided with access to the telecommunications network in Rhode Island functionally equivalent to that provided to other telephone customers.

### 2. TERM OF CONTRACT

The term of this contract shall be for a **four-year minimum period with a fifth year renewal option commencing from the date of implementation** of the RIR, unless terminated by the RIPUC in accordance with the contract or renewed by contractor.

### 3. PROJECT MANAGER/ REGULATORY DESIGNEE

*(name, address, and telephone number of:)*

The Project Manager for the contractor

Designee(s) of the Public Utilities Commission

The Rhode Island Public Utilities Commission may change its Designee(s) at any time upon written notice to contractor by the RIPUC. The contractor’s Project Manager shall not be changed without advanced notification and received written approval from the RIPUC.

All correspondence and transmittals of formal notifications concerning these requirements, after the bid award has been authorized, shall be addressed to the Project Manager or the Chairman of the Public Utilities Commission unless a regulatory designee(s) is assigned for receipt of said information. Both representatives shall handle all communications in a timely and cooperative manner. All formal notices shall be deemed to be delivered five days after mailing by registered or certified mail, return receipt requested. A change in address shall be noticed in the same manner.

**4. SCOPE OF WORK**

The contractor shall establish and implement the RIR in accordance with the Request for Proposals (“RFP”) and its attached appendices. Public Utilities Commission and the contractor will coordinate and consult on an ongoing basis concerning such matters as, but not limited to, operator proficiencies and training, quality of service and call handling procedures.

**5. SCHEDULING AND COMPLETION OF WORK**

The contractor shall initiate the RIR on a statewide basis **on November 1, 2006**. Statewide implementation for the RIR shall be achieved when the contractor’s relay service is able to receive and process calls in the manner set forth in the RFP.

Time is of the essence in the contract and, accordingly, all the time limits shall be strictly construed and strictly enforced. The contractor’s failure to meet a deadline imposed hereunder shall be considered a material and significant breach of this contract.

The contractor shall submit to the Public Utilities Commission a detailed work plan including time lines consistent with the service start-up plan included in the contractor’s proposal and the RFP which details the establishment and implementation of the statewide RIR and the associated start date.

Approval by the Public Utilities Commission of the contractor’s work plan shall in no way relieve the contractor from any other obligations to properly perform and complete the establishment and implementation of the RIR in accordance with this section of the RFP.

**6. COMPENSATION**

The appropriate contractor shall be paid for invoices submitted, based on actual monthly billable minutes, at the proposed price per minute set forth in contractor’s Proposal (Section V. of the RFP).

THE CONTRACTOR WILL NOT BE COMPENSATED FOR ANY COSTS INCURRED TO START UP OR TO TERMINATE THE OPERATION OF THE RIR OUTSIDE OF THE BID PER BILLABLE CALL MINUTE PRICE REFERRED TO ABOVE.

**7. RECORDS MAINTENANCE**

The contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which contract payments(s) is (are) made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other contractor records.

**8. RECORDS RETENTION AND AVAILABILITY**

**All records, documents, communications, and other materials shall be maintained by the Contractor in a central location for a period of one (1) year from the date of final payment under this award**, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualifications: If an audit by or on behalf of any duly authorized governmental agency of the State of Rhode Island has begun but is not completed at the end of the one (1) year period, or if audit findings have not been resolved after a one (1) year period, the materials shall be retained until the resolution of the audit findings.

**9. AUDITS AND INSPECTIONS**

The contractor authorizes the State of Rhode Island or its private consultant, or any combination thereof, to perform an audit and/or inspection of its records at any reasonable time **with a minimum of one (1) month prior notice** during the term of this contract and for a period of one (1) year following the date of final payment under this contract to assure compliance with its terms and/or to evaluate the Contractor's performance hereunder.

The **independent auditing expenses** (whether performed by the State of Rhode Island or by its private consultant designated by the PUC) shall include cost incurred but not limited to expenses associated with travel, lodging, auditing services and etc. will be the financial responsibility of the relay vendor / contractor.

- a. The financial liability for the audit by the relay vendor will be limited to **\$ 30,000.00 and shall not exceed this amount.**
- b. **There will be only one (1) vendor-funded audit during the term ( 4 or 5 years) of this contract.** Any and all such audits thereafter the first

audit, funded by the vendor, will be the financial responsibility of the Rhode Island Public Utilities Commission.

- c. The relay vendor or contractor shall pay its financial auditing obligation in two (2) equal installments directly to the designated private consultant or to the PUC for its staff auditing expenses or any combination thereof. The first installment will be remitted in advance of the commencement of the auditing activity in order to secure the services of an auditing firm. The second payment will be remitted upon work completion and receipt of a final invoice of the auditing services and associated expenses.

## 10. PERFORMANCE MONITORING

The contractor shall permit the Public Utilities Commission and any other duly authorized agent or governmental agency to monitor, at the contractor's expense **being a part of the said auditing allowance of \$30,000 during the agreement**, all activities conducted by the contractor pursuant to the terms of this contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of evaluation of internal operating and management procedures, examination of program data, special analyses, on-site checking, or any other reasonable procedures.

Public Utilities Commission may observe and utilize the contractor's technique for assuring the accuracy of relayed communications, CA procedures, training procedures, office procedures and testing procedures. Public Utilities Commission or its designated members may not monitor the relay of an actual conversation without the approval of both parties to the conversation. Public Utilities Commission may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of the Contractor or the CA involved. Such calls will not be identified as test or monitoring calls.

All monitoring shall be performed in a manner that will not unduly interfere with provision of services by contractor hereunder. However, since RIR is to be a 24-hour, 7 days a week service, the monitoring may occur at any time. Duly authorized agents of Public Utilities Commission shall have the right **to make on-the-spot checks at any time without any warning**. The contractor shall make provisions to allow agents of Public Utilities Commission this capability.

The fact that such monitoring is undertaken shall in no way relieve or release contractor from its obligation to properly perform its duties in accordance with this contract nor from contractor's full responsibility for damages or loss caused by contractor, its subcontractors, employees or agents.

## 11. SUBCONTRACTORS

Except for subcontracts identified in the contractor's proposal, the contractor shall submit any proposed subcontracts to the Public Utilities Commission for its written approval before entering into the same. No work shall be subcontracted without the prior approval of the RIPUC. Upon the termination of any subcontract, Public Utilities Commission shall be notified immediately.

## 12. RELATIONSHIP WITH CONTRACTOR AND SUBCONTRACTORS

The contractor shall be responsible for all actions of subcontractors and all payments to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the contractor of the responsibility for competent and timely performance of all duties under this contract. Public Utilities Commission will not deal with subcontractors except through contractor's Project Manager. All agreements with subcontractors shall provide that the subcontractor's sole remedy for non-payment by contractor under subcontracts shall be against contractor. **All requests for changes of work within this contract shall be in writing between the Chairman or Designee of the Public Utilities Commission and the Project Manager for the contractor.**

## 13. ASSIGNMENT

Except for the subcontractors identified in the contractor's proposal, the contractor may not transfer by assignment or subcontract its obligations to perform under this agreement or any part thereof, unless the prior written approval of Public Utilities Commission as to each assignment or subcontract has been secured.

The contractor may not, without prior written consent of the PUC, assign any right that it may have under this contract; consent may be given or withheld in the sole discretion of the Public Utilities Commission, provided that in all cases such assignment shall be expressly made subject to all defenses, set off or counter claims which would be available to PUC against the contractor in the absence of such assignment.

Public Utilities Commission's consent to one or more assignment (s) or subcontractors hereunder shall not constitute a waiver or diminution of PUC's absolute right to consent to each and every subsequent assignment or subcontractor.

In the event of any assignment or subcontract hereunder to which PUC has consented, each such assignment or subcontract shall contain a provision that further assignments or subcontractors shall not be made to any third or subsequent tier subcontractor without the written consent of PUC.

**14. INSURANCE COVERAGE**

The contractor shall provide insurance coverage for itself and all of its employees used in connection with performance of services under this agreement, and insure that all subcontractors shall be similarly covered. A surety company, authorized to conduct business in Rhode Island and shall be subject to the approval of the Rhode Island Department of Administration, shall furnish the necessary insurance coverage. The contractor shall furnish said insurance documentation prior to commencement of the relay service contract.

**15. REGULATORY AUTHORITY**

The contractor assumes responsibility for compliance with all regulatory requirements of the FCC and the PUC, as well as all other applicable laws, ordinances, rules and regulations of federal, state and municipal governments or agencies thereof, including without limitation the Americans with Disabilities Act and shall be liable for any damages caused by a violation thereof.

**16. CONFLICT OF INTEREST**

The contractor warrants that neither it nor any of its subcontractors are engaged in any relationship that could result in a conflict of interest in the performance of these contractual requirements. The contractor further agrees to refrain from entering into any such relationship, and to notify the designee of the PUC promptly of any potential conflict of interest for itself or its subcontractors. The PUC may exercise its option to terminate this agreement if a conflict is found.

**17. INCORPORATION OF REPRESENTATION AND WARRANTIES;  
FURTHER REPRESENTATIONS AND WARRANTIES**

a. Contractor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization. Contractor has all necessary power and authority under applicable corporate law and its organizational documents to own or lease its properties and to carry on its business as it is presently conducted.

b. Contractor has full corporate power and authority to execute, deliver and perform this contract. The execution and delivery of these requirements and performance under this contract have been duly and validly authorized by all necessary corporate action on the part of the contractor. This contract has been duly executed and delivered and attested to by duly authorized officers of contractor and is a valid and binding agreement, enforceable against contractor in accordance with its terms.

**18. TERMINATION FOR CAUSE**

In the event that this contract is terminated for cause, the contractor shall forfeit all further compensation to be paid to the contractor under the terms of this arrangement. The contractor shall not be entitled to any termination costs. For purposes of this contract, cause shall be defined to include, but shall not be limited to, such actions as: failure to establish the RIR in accordance with its terms; gross mismanagement, fraud, gross negligence; being adjudicated a voluntary or an involuntary bankrupt, or otherwise becoming insolvent; and substantial violation of any laws, ordinances, rules, or regulations, of any federal, state, or municipal governmental authorities; and any major breach of the contractor's agreement to comply with professional standards and practices relating to the RIR dispatch and to give notice and full particulars of the same in writing to the PUC as soon as possible after the occurrence of the contingency that prevented or delayed performance of obligations.

**19. FORCE MAJEURE**

The contractor shall be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any contingency such party could not, by due diligence, have avoided. Such contingencies, including but not limited to, acts of God, acts of governmental authority, floods, explosions and riots, shall not relieve the affected party of liability in the event of its failure to use diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable.

**20. DAMAGES FOR FAILURE TO ESTABLISH CONFORMING SERVICE ON SCHEDULE**

THE CONTRACTOR ACKNOWLEDGE THAT IN THE EVENT OF FAILURE BY THE CONTRACTOR TO ESTABLISH FULL TRS OPERATIONS ON **November 1, 2006**, ANY DAMAGE THAT SHALL BE SUSTAINED BY THE STATE OF RHODE ISLAND AND THAT IT IS AND WILL BE IMPRACTICAL AND DIFFICULT TO ASCERTAIN AND DETERMINE THE ACTUAL DAMAGES THAT WILL BE SUSTAINED IN THE EVENT OF AND BY REASON OF SUCH FAILURE; AND THE CONTRACTOR THEREFORE AGREES THAT IT WILL PAY SAID PARTY FOR SUCH FAILURES.

**21. COLLECTION OF DAMAGES**

Amounts due to the State of Rhode Island as actual or liquidated damages may be deducted by the local operating companies from any money payable to the contractor pursuant to the contract or otherwise. The PUC shall notify the contractor in writing of any claim for actual or liquidated damages pursuant to this provision at least ten (10) calendar days prior to the date the local operating companies deducts such sums from money payable to the contractor.

**22. SEVERABILITY**

During any period in which any provision of this contract shall be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this contract shall continue in full force and effect as if such provision had never existed.

**23. HEADINGS**

The headings used in this contract are for the convenience of referenced only and are not intended, to any extent for any purpose, to limit or define the text of any paragraph herein.

**24. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF RHODE ISLAND AS APPLIED TO CONTRACTS FORMED AND WHOLLY PERFORMED IN RHODE ISLAND, AND ENFORCED IN AND BY THE COURTS OF THE STATE OF RHODE ISLAND.

**25. TAXES, FEES AND LICENSES**

All sales, property, excise and other federal state and local taxes, licenses or fees, if any, resulting from this contract shall be paid by contractor.

**26. TRANSITION TO NEW CONTRACTOR**

At the conclusion of the term of this contract, or upon its termination prior to conclusion of the term as provided herein, the contractor agrees to cooperate with any new vendor for the RIR service and to provide assistance to facilitate the transition of the service to the new relay provider.

**27. MODIFICATIONS TO AGREEMENT**

**The contractor without prior written approval of the Chairman of the Public Utilities Commission shall not make any changes in the scope of work.**

Upon receipt of any such written request by the Chairman for a change to the general scope of work, the contractor at its expense shall within a reasonable time thereafter submit to the PUC a detailed written estimate of the proposed price schedule adjustment to this contract. PUC will review and render a decision on the request for modification and the costs associated with such work prior to the time the contractor begins such work.

**28. CONFLICTING DOCUMENTS**

To the extent, if any, that this RFP and appendices conflicts with the contractor's proposal, these PUC requirements shall take precedence and control.

**29. COMPLIANCE WITH LAWS**

Contractor and all persons furnished by contractor and its subcontractors (if any) shall comply with the applicable EEO, Fair Labor Standards Act and the occupational Safety and Health Act and all other federal, state, and local law, ordinances, regulations and codes including identification and procurement of required permits, certificates, approvals and inspections, in performance under this contract.

**30. SURVIVAL OF OBLIGATIONS**

Contractor's obligations under this contract, which by their nature would continue beyond he termination, cancellation or expiration of this contract, including by way of illustration only and not limitation, those in the clauses COMPLIANCE WITH LAWS, RECORDS RETENTION AND AVAILABILITY, AUDITS AND INSPECTIONS and REGULATORY AUTHORITY shall survive termination, cancellation or expiration of these enclosed contractual obligations.

**31. LIMITED LIABILITY**

The RIPUC assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective service providers and their assigns or successors, by their anticipation in the RFP process, shall indemnify, save and hold the Public Utilities Commission and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, claims,

demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from to out of this RFP and/or subsequent acts related thereto, including but not limited to the recommendation of a service provider to the PUC and any action brought by an unsuccessful prospective service provider.

**32. MODIFICATION TO CONFORM TO LAW**

This agreement shall be subject to all applicable laws, court orders, rules and regulations including of the RIPUC and FCC, without limitation, the Americans with Disabilities Act. The business of the contractor shall be conducted in a manner consistent with the modification of Final Judgment, as amended, entered in United States vs. Western Electric Co., Inc., C.A. No. 82-0192 (the "MFJ"), to the extent that the MFJ applies. In the event this contract, or any of the provisions hereof or the operations contemplated hereunder, are found to be inconsistent with or contrary to the MFJ or to any laws, rules or regulations, the MFJ or such laws, rules or regulations, as appropriate, shall be deemed to control and, if commercially practicable, this contract shall be regarded as modified accordingly and shall continue in full force and effect as so modified. If such modified contract of the PUC is not commercially practicable, in the opinion of either party, the parties agree to meet promptly and discuss any necessary amendments or modifications to this contract. If the parties are unable to agree on necessary amendments or modifications in order to comply with MFJ or any applicable laws, rules or regulations, then this contract may be terminated after one-month's advanced notice of intent is put forth by either party.

**END**