



REQUEST FOR PROPOSALS FOR IOWA TELECOMMUNICATIONS RELAY SERVICE

NOTICE TO VENDORS

The Iowa Utilities Board

will be receiving sealed proposals until the close of business on **July 20, 2010**, for the provision of STATEWIDE TELECOMMUNICATIONS RELAY SERVICE required by Iowa Code § 477C.3 (2009) and associated outreach. Late proposals will not be considered.

All contacts and inquiries concerning this request for proposals must be submitted in writing by May 20, 2010, to the Board at the following address:

Executive Secretary
Iowa Utilities Board
350 Maple Street
Des Moines, IA 50319
Fax: (515) 281-5329

**STATE OF IOWA
IOWA UTILITIES BOARD**

**REQUEST FOR PROPOSALS FOR
IOWA TELECOMMUNICATIONS RELAY SERVICE**

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CHAPTER 1

ADMINISTRATIVE PROVISIONS

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1.1 PURPOSE AND BACKGROUND INFORMATION

- A. The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified service providers to provide for the delivery of statewide telecommunications relay service mandated by Iowa Code § 477C.3 (2009) and associated outreach. The service is called the Iowa Telecommunications Relay Service (ITRS) or Relay Iowa. The Iowa Utilities Board (Board) has administered this service since its inception in 1992. Links to the Iowa Code and the Board rules at 199 Iowa Administrative Code (IAC) Chapters 1 through 43 are contained on the Board's Web site at www.state.ia.us/iub. This RFP is designed to provide vendors with the information necessary for the preparation of competitive proposals. The RFP process is for the Board's benefit and is intended to provide the Board with competitive information to assist in the selection process. It is not intended to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a comprehensive proposal.
- B. This RFP provides detailed instructions for the development of proposals to provide the required service. This RFP and the winning proposal of the successful vendor shall be included as mandatory parts of the contract between the Board and the successful vendor.
- C. The Board intends to award a three-year contract beginning on January 1, 2011, and ending on December 31, 2013, with one possible additional three-year extension at the sole discretion of the Board.
- D. The average monthly minutes of service for calendar year 2009 were 41,558. Average monthly minutes of service include all calls made to Relay Iowa. They include all billable, interstate, and international minutes.

The Relay Iowa annual usage from calendar years 2005-2009 has been as follows:

- 2005 985,075 billable minutes
- 2006 804,515 billable minutes
- 2007 629,721 billable minutes
- 2008 504,064 billable minutes
- 2009 408,463 billable minutes

The projected billable minutes of service for Relay Iowa for the period July 2009 to June 2010 are 362,000.

The billable minutes listed in this paragraph are "session minutes" as defined in RFP section 1.2.

1.2 DEFINITIONS

- A. Terms used in the RFP are as defined in 47 U.S.C. § 225, Federal Communications Commission regulations at 47 C.F.R. § 64.601, and Iowa Code Chapter 477C.
- B. For purposes of this RFP, "billable minutes" are defined as either "conversation minutes" or "session minutes." "Conversation minutes" are the number of minutes in which the caller and called party are connected during a Relay call. The called party can include answering machines, voice mail, voice menus, etc. "Session minutes" are the total number of minutes of a Relay call. The definition of "session minutes" includes call set-up and wrap-up and incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party. This RFP asks vendors to submit price proposals based on both conversation minutes and session minutes.

1.3 SCHEDULE OF EVENTS (ALL TIMES LISTED ARE LOCAL IOWA TIMES)

The following dates are set forth for informational and planning purposes. However, the Board reserves the right to change the dates.

A. The Board issues the RFP April 23, 2010

The RFP will be posted on the Board's Web site, www.state.ia.us/iub. A link to the Board's Web site will be posted on the Iowa Department of Administrative Services (DAS) Web site, <http://bidopportunities.iowa.gov>. Pursuant to Iowa Code § 73.16(2), the Board will give notice of the RFP to the Iowa targeted small business procurement notice system 48 hours before issuing the RFP.

B. Vendors notify the Board of request to receive notices May 20, 2010

Vendors who wish to receive notifications, answers to questions, and amendments regarding this RFP must notify the Executive Secretary of the Board, 350 Maple Street, Des Moines, Iowa 50319, in writing no later than May 20, 2010. Vendors are not required to file notice they wish to receive notifications, answers, and amendments in order to submit a proposal.

C. Vendors' written questions May 20, 2010

Vendors are invited to submit written questions and requests for clarification concerning this RFP to the Executive Secretary. Vendor questions and requests shall be received no later than 4:30 p.m., May 20, 2010.

D. Board's written response to questions June 15, 2010

The Board will prepare a written response to all pertinent questions submitted by vendors in writing. The written response will be considered part of the RFP. On June 15, 2010, the response will be posted on the Board's Web site and mailed to all vendors who requested notification by the deadline in paragraph 1.3.B. Oral questions will not be permitted. The Board assumes no responsibility for verbal representations made by its employees unless such representations are confirmed in writing and incorporated into the RFP.

E. Proposals due to the Board..... July 20, 2010

Proposals must be received by the Executive Secretary, Iowa Utilities Board, 350 Maple Street, Des Moines, Iowa 50319, on or before **July 20, 2010**. This is a mandatory requirement. Any proposal received after this deadline will be rejected. Vendors mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the vendor's responsibility to ensure that the proposal is received by the Board on or before the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal.

After the Board has opened the proposals, the Board will email each vendor who submitted a timely proposal and notify the vendor that its proposal was received by the deadline. The proposals will remain confidential during the evaluation process until the Board has announced its notice of intent to award a contract. See Iowa Code § 72.3.

F. Board issues notice of intent to award on or about September 30, 2010

On or about September 30, 2010, the Board will send a letter to all vendors whose proposals were accepted for evaluation notifying them of the Board's intent to award the contract. The notice of intent to award will be posted on the Board's Web site. The Board will send a letter to the selected vendor notifying the vendor of the Board's intent to award the contract and listing the selected vendor's exceptions and alternative solutions that the Board approves and disapproves. The selected vendor must respond within seven days as to its position concerning the Board's disapproval of vendor exceptions and alternative solutions. The vendor must negotiate contract terms related to any approved vendor exceptions and alternative solutions in good faith. The contract cannot be awarded until the Board and the selected vendor agree regarding the exceptions and alternative solutions.

G. The contract will be executed as soon as possible after the notice of intent to award is issued. Proposals must be held firm for a 60-day period from the date the intent to award is issued. If the apparent selected vendor fails to negotiate and deliver an executed contract in a timely manner, the Board may cancel the award and award the contract to the next highest ranked vendor.

H. **Start date of service under new contract January 1, 2011**

The vendor shall begin to provide service under the contract at the beginning of January 1, 2011, local Iowa time.

1.4 INQUIRIES

A. All inquiries concerning this RFP must be submitted in writing by May 20, 2010, to the Board office at the following address:

Executive Secretary
Iowa Utilities Board
350 Maple Street
Des Moines, Iowa 50319
Fax: (515) 281-5329

B. Once the RFP has been issued, all contacts and inquiries regarding the RFP from potential vendors to the Board must be in writing to the Executive Secretary of the Iowa Utilities Board.

C. Only written communications agreed to by the Board are binding on the Board.

D. The state assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP. All requests for clarification shall be submitted in writing as provided in RFP section 1.3.

1.5 PREPARATION OF THE PROPOSAL

A. The official proposal must be in writing. Changes must be lined out and initialed. The format and the instructions in RFP Chapter 3 shall be followed. Proposals sent by electronic mail or fax will not be accepted.

B. Use of the proposal response forms in RFP Chapter 4 is mandatory.

C. All answers that are given to the questions asked in this RFP are subject to verification. Misleading or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

1.6 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as related to the statewide community outreach plans. Proposals must address the technical requirements. All questions posed by the RFP must be answered concisely and clearly.

1.7 RFP CHANGES AND ADDENDA

The Board reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment, if one is issued, in its proposal. If the amendment occurs after the closing date for receipt of proposals, the Board may, in its sole discretion, allow vendors the opportunity to amend their proposals in response to the amendment if necessary.

In the event it becomes necessary to revise any part of the RFP prior to the scheduled proposal submittal date, an addendum will be issued to all qualified vendors who have notified the Executive Secretary as provided in RFP section 1.3 of their interest in receiving notifications regarding this RFP. Any addendum will be posted on the Board Web site.

1.8 PROPOSAL OBLIGATIONS

- A. The contents of the proposal and any written clarification thereto submitted by the successful vendor and agreed to by the Board shall become part of the contractual obligation and incorporated by reference into the ensuing contract.
- B. Proposals shall describe the vendor's solutions in detail, and include all integral elements necessary for the successful implementation and operation of the required telecommunications relay services and associated outreach, including labor, equipment, software, and services offered. Proposals must be in such form that they will be contractually binding upon approval.
- C. The offer made by the submitted proposal, and any clarifications to that proposal, shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.

1.9 CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

The technical proposal shall include a letter certifying the vendor's independence and no conflict of interest asserting the following representations. In the case of a joint proposal, each party thereto must certify as to its own organization, that in connection with this procurement:

- A. The proposal has been developed independently, without consultation, communication or agreement with any employee of the Board or member of the Dual Party Relay Council.
- B. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
- C. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
- D. No attempt has been made or will be made by (Name of Vendor) to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition.
- E. No relationship exists or will exist during the contract period between (Name of Vendor) and the Board that interferes with fair competition or as a conflict of interest.

1.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The price proposal shall include a letter certifying the vendor's independent price determination asserting the following representations. In the case of a joint proposal, each party thereto must certify as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
- B. Unless otherwise required by law, the prices that have been quoted in this proposal have not been knowingly disclosed by any vendor and shall not knowingly be disclosed by the vendor prior to the notice of intent to award, directly or indirectly to any competitor.
- C. No attempt has been made or shall be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- D. Each person signing this proposal certifies to being the person responsible within the vendor's organization for the decision as to the prices being offered, or to being an agent authorized in writing to make the pricing decision, and that neither the person directly responsible nor the agent has participated, nor will they participate in any action contrary to RFP paragraphs 1.10.A through 1.10.C.

1.11 REJECTION OF PROPOSALS

- A. The Board reserves the right to accept or reject any or all proposals, in whole or in part, at any time prior to the execution of a written contract, without penalty. Issuance of this RFP does not constitute a commitment by the Board to award a contract.
- B. Any proposal may be rejected outright and not evaluated for any one of the following reasons:
 - 1. Failure to deliver the proposal before the close of business on the due date.
 - 2. Failure to include the required response form(s) signed by an officer of the company submitting the proposal.
 - 3. Failure to follow the proposal format instructions as specified in RFP Chapters 3 and 4.
 - 4. The vendor states that a technical requirement cannot be met.
 - 5. The vendor's proposal materially changes a technical requirement.
 - 6. The vendor's proposal limits the rights of the Board.
 - 7. The vendor fails to include information necessary to substantiate that it will be able to meet a technical requirement. A response of "will comply" or merely repeating the technical requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
 - 8. The vendor fails to timely respond to the Board's request for information, documents, or references.
 - 9. The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in the RFP.
 - 10. The vendor presents the information requested by the RFP in a format inconsistent with the instructions of the RFP.
 - 11. The vendor initiates unauthorized contact regarding the RFP with state employees.
 - 12. The vendor provides misleading or inaccurate responses.

13. The vendor fails to meet any other material requirement of the RFP.

1.12 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, and resubmitted at any time prior to the time set for the receipt of proposals. Vendors must notify the Board in writing if they wish to withdraw their proposals. A vendor shall not withdraw its proposal or its prices prior to the end of the 60-day period immediately following the issuance of the notice of intent to award the contract.

1.13 DISPOSITION OF PROPOSALS

All proposals become the property of the Board and shall not be returned to the vendor unless all proposals are rejected and no award is made.

1.14 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

Pursuant to Iowa Code § 72.3, the contents of all proposals will not be disclosed until the conclusion of the selection process.

The laws of Iowa generally require that at the conclusion of the selection process, the contents of all proposals will be treated as public information unless the vendor properly requests that information be treated as confidential at the time of submitting the proposal. Following the conclusion of the selection process, the Board's treatment of information as public or confidential is governed by Iowa Code Chapter 22 and the Board's rules at 199 IAC 1.9. For example, trade secrets or proprietary information for which the vendor has sought and received confidential treatment from the Board pursuant to 199 IAC 1.9 may be withheld by the Board.

To have material held confidential by the Board beyond the conclusion of the selection process, a vendor must comply with the requirements of 199 IAC 1.9 by filing a separate request for confidential treatment that meets the requirements of the rule. The separate request for confidential treatment must be filed at the same time the vendor files its proposal. Mere identification of material claimed to be confidential in the proposal is insufficient. The vendor must also comply with the additional requirements in rule 1.9, including the requirements for marking and separating the confidential pages in the proposal from the public pages in the proposal. It is the vendor's responsibility to read and comply with all requirements in Board rule 199 IAC 1.9 if it wishes any information filed with the Board to be held confidential beyond the conclusion of the selection process. The vendor may not identify its entire proposal as confidential because the entire proposal cannot meet the requirements for confidentiality in Iowa Code chapter 22 and Board rule 199 IAC 1.9.

The vendor shall state in its transmittal letter whether it has filed a separate request for confidential treatment pursuant to 199 IAC 1.9. If it has, the transmittal letter shall contain the name, address, telephone number, and email address of the person authorized to respond to the Board about the confidential nature of the information.

Members of the Dual Party Relay Council have a statutory duty to advise the Board. Iowa Code § 477C.5. They will be allowed to have possession of materials subject to a confidentiality request under rule 1.9, but the members will agree that the information will not be copied or released to any person and will be returned to the Board or shredded within 14 days after the contract is executed. The vendor agrees to such treatment of material claimed to be confidential by submitting a proposal.

1.15 PROPOSAL EVALUATION AND AWARD

All proposals submitted that are not rejected pursuant to RFP section 1.11 shall be evaluated in accordance with the requirements set forth in RFP Chapter 3. The decision will be made by the Board with the advice of the Dual Party Relay Council.

1.16 GIFT LAW AND BRIBERY

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible for determining the applicability of Chapter 68B to their activities and for complying with its requirements.

Iowa Code § 722.1 provides that it is a felony to offer, promise, or give anything of value or any benefit to a state employee or Dual Party Relay Council member with the intent to influence that employee's or Council member's act, vote, opinion, judgment, decision, or exercise of discretion with respect to that employee's or Council member's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.

1.17 PERFORMANCE BOND

The successful vendor shall provide the Board with a performance bond that complies with RFP section 5.13 and provide a copy of the bond to the Board within ten (10) days of the date the Board issues its notice of intent to award the contract.

1.18 EXCEPTIONS AND ALTERNATIVE SOLUTIONS

The vendor shall specifically state in its proposal that the vendor agrees with and accepts all terms and conditions stated in the RFP without change except as otherwise expressly stated in its proposal. If the vendor objects to any term or condition, including but not limited to the contract found in RFP Chapter 5, or has an alternative solution to present, the vendor must specifically refer to the RFP page and section and offer alternative language for its exception or alternative solution in its proposal. The form in Chapter 4 must be used for listing exceptions and alternative solutions. If a vendor has not listed an item on the exceptions form or provided it as an alternative solution in its proposal, the Board will not negotiate contract language regarding the item after the notice of intent to award the contract is issued.

The Board reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of this request for proposals. Should the vendor take exception to the terms and conditions required by the Board, the vendor's exceptions may be rejected and the entire proposal declared nonresponsive. The Board may elect to negotiate with the vendor regarding its exceptions to the RFP or contract terms.

In response to an RFP requirement, a vendor may choose to offer the Board an alternative solution either in addition to or instead of the RFP solution. Both the RFP solution and the alternative solution must be clearly identified as such. However, if the alternative solution makes the vendor's proposal so divergent from the RFP and other proposals that fair comparison becomes impossible, the Board will either disregard the alternative solution, or inquire of other vendors submitting proposals whether they will offer the alternative solution as well. If the vendor offers an alternative solution that is in addition to the RFP solution, the vendor shall include a price proposal that excludes the alternative solution, and a price proposal that includes the alternative solution as well as the RFP solution. The separate price proposals shall be submitted in one envelope as provided in RFP Chapter 3.

1.19 IOWA STATUTES AND RULES

The terms and conditions of this RFP and the resulting contract and activities based upon this RFP shall be governed by and interpreted in accordance with the laws of the State of Iowa without regard to the choice of law provisions of Iowa law. Any action relating to this RFP and the resulting contract shall be brought in the Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including, without limitation, sovereign immunity in state or federal court that may be available to the Board or the State of Iowa.

1.20 LICENSES, PERMITS, INSPECTIONS, AND COPYRIGHT

The vendor shall give all notices and comply with all codes, laws, ordinances, rules, and regulations of any public authority having jurisdiction that bears on the performance of its work. The vendor shall pay for all licenses, permits, and inspection fees required for its work. The vendor must furnish copies of all approvals from authorities having jurisdiction in a timely fashion.

By submitting a proposal, the vendor agrees that the Board may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The Board shall have the right to use ideas or adaptations of ideas that are presented in the proposals.

1.21 COSTS OF PREPARATION OF PROPOSAL

The costs of preparation and delivery of the proposal are solely the responsibility of the vendor. The Board shall not make payments to cover costs incurred by any vendor in the preparation or submission of this RFP or any other associated costs.

1.22 RELEASE OF CLAIMS

By submitting a proposal, the vendor agrees that it will not bring any claim or cause of action against the Board based on any misunderstanding concerning the information provided herein or concerning the Board's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

1.23 CREATION OF CONTRACT

Acceptance of a proposal by the Board is subject to confirmation and review and no contract enforceable by the vendor is created until execution of a written contract by the successful vendor and the Board. The full execution of a separate written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the separate written contract, with terms and conditions acceptable to the Board, has been fully executed by the successful vendor and the Board.

1.24 NO MINIMUM GUARANTEED

The Board anticipates that the selected vendor will provide the services as requested by the Board in the RFP and as required by the resulting contract.

The Board will not guarantee any minimum compensation to be paid to the vendor nor any minimum usage of the vendor's services.

1.25 MISCELLANEOUS

- A. The Board reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the Board, it is in the Board's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. If the Board waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the Board.
- B. The Board reserves the right to contact a vendor after the submission of proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance, or requests for corrective pages in the vendor's proposal. The Board will not consider information received if the information materially alters the content of the proposal or alters the type of services the vendor is offering to the Board. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the Board within the time specified in the Board's request. Failure to comply with requests for additional information within the time required may result in rejection of the proposal as noncompliant.
- C. The Board reserves the right to conduct criminal history and other background investigation of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract. The vendor shall cause any and all waivers to be executed by the appropriate persons to effectuate the investigation. The Board reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the proposal. The Board reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts. The content of a proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification at the sole discretion of the Board.

CHAPTER 2
TECHNICAL REQUIREMENTS

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2.1 INTRODUCTION

In order to be considered compliant, a vendor must meet all technical requirements listed in this chapter of the RFP. This is considered the minimal level of service that may be proposed to the Board. Any proposal not meeting or exceeding all these minimal requirements may not be considered compliant with this RFP, and may not be considered as a valid proposal.

2.2 SCOPE OF SERVICE

The Board has a statutory duty, pursuant to Iowa Code § 477C.3, to maintain a dual party relay service, also referred to as telecommunications relay service, that is available to Iowans statewide on a full-time basis (24 hours per day, 7 days per week, 52 weeks per year). The service is called the Iowa Telecommunications Relay Service (ITRS) or Relay Iowa. The service shall be in full compliance with the requirements and intent of Title IV of the Americans with Disabilities Act of 1990, 47 U.S.C. § 225, and implementing Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.606. The vendor shall supply that service. The service standards and vendor performance must be sufficient to allow the Board to receive and maintain certification of the ITRS from the FCC.

Each proposal shall include a comprehensive description of how the vendor proposes to provide relay service that meets each requirement. The vendor shall submit a proposal based upon the charge per minute of service.

The contract shall be in effect from January 1, 2011, through December 31, 2013, and the Board shall have discretion to offer the vendor the option of renewing the contract for three additional years.

2.3 FACILITIES AND EQUIPMENT

The vendor must furnish all necessary facilities, equipment, and software to operate the ITRS in a manner sufficient to meet or exceed all FCC and Board standards.

It is necessary for telecommunications equipment, including station terminals, to be capable of receiving and transmitting in both Baudot and ASCII format. It is required that the system be capable of automatically identifying and matching the incoming TTY signals as either Baudot or ASCII and, if ASCII, the baud rate. The system shall also be capable of receiving and processing ANI data (when available) for automated record keeping and billing. The telecommunications equipment must be capable of sending and receiving Dual Tone/Multi-Frequency (DTMF) signals.

In addition, the vendor must provide the service feature known as "Turbo Code," or a functional equivalent, to users with the capability of using that feature. The number of "Turbo Code" users and devices is unknown. However, most TTY equipment distributed through the state equipment distribution program is "Turbo Code" enabled.

The vendor shall demonstrate its capability to adapt to improvements in communications equipment technology and to implement state-of-the-art technology for provision of service.

The vendor shall explain whether it expects significant changes in relay call volumes to occur over the life of the contract to be awarded. If it does, the vendor shall explain how it plans to handle these expected changes in projected relay call volumes. In its proposal, the vendor shall commit that it will maintain sufficient facilities, equipment, and software to be able to comply with the standards in Sections 2.7, 2.8, 2.9, 2.10, and 2.11 of this RFP and handle the types of calls and projected call volumes over the life of this contract.

2.4 NETWORK ACCESS

A. Design

The vendor shall design the ITRS to provide users with network access in the categories listed below that is functionally equivalent to that available to persons without communications impairments. The vendor shall propose toll-free numbers or equivalent network access that is accessible to users in intrastate calling as defined in RFP section 2.4.B below. The minimum level of service must include 711 dialing capability, separate 800 or other toll-free prefix numbers for voice and TTY, and a separate toll-free number for Speech-to-Speech (STS). The state currently has six 800 numbers assigned to the ITRS: voice, TTY, VCO, STS, Spanish, and customer service. These numbers will be transferred to any new relay provider the Board may accept.

Vendors must state how calls from TTY users to non-TTY users will be handled differently from calls from non-TTY users to TTY users, if there is a difference. All transmission circuits shall meet or exceed FCC and Board performance standards for signal loss and noise.

The vendor shall describe how incoming calls will be terminated and how outgoing calls will be originated. The vendor must provide a logical diagram of the overall network design indicating the quantities and types of inbound and outbound circuits necessary to complete the projected number of calls within each jurisdiction. The network design shall consider the call volume information contained in RFP section 1.1.

B. Intrastate Calling

Intrastate calling shall be provided including:

- local calls,
- intraLATA toll calls,
- intraLATA interstate calls which, if the relay center were not used, would be considered local calls (whether they originate within the state or outside the state), and
- interLATA calls that originate and terminate in Iowa.

Vendors must state whether different access telephone numbers will be used for local versus intrastate long distance calls to the relay center.

C. Interstate Calling

The methods and procedures for providing interstate relay are within the jurisdiction of the FCC. The proposal shall include a provision to interconnect fully with the interstate system as a part of the contract price.

D. International Calling

The proposal shall include a provision to interconnect fully with the system that provides international calling as a part of the contract price.

E. Access to Regionally Restricted Numbers

The vendor must provide a means of reaching regionally restricted 800 or other toll-free prefix numbers and the business offices of local exchange companies which have special prefixes which would normally be accessible to a non-TTY user in that user's calling area.

F. Access to Directory Assistance Services

The ITRS shall allow users to access local and intrastate long distance directory assistance. In addition, the proposal shall include a provision to interconnect with interstate directory assistance as part of the contract price. The vendor may either charge the rate of the exchange of the customer requesting directory assistance or charge the lowest Iowa local exchange directory assistance rate. If the vendor chooses to charge the rate of the exchange of the customer requesting directory assistance, the vendor must acquire and maintain the information to do that.

G. Access to Local Exchange Company Non-Basic Services

The vendor must explain how it will provide access to non-basic services, which enable the relay user to utilize local exchange non-basic services on calls completed through the relay service. If such access is not possible for a particular service, the vendor must justify why it cannot be provided. With respect to caller identification (ID), the vendor must provide true caller ID. The information appearing on the caller ID display must be the actual information of the calling party.

- H. The vendor is responsible for ensuring that each directory contains the ITRS telephone numbers. The vendor must purchase directory listings for the ITRS numbers to cover every exchange in Iowa. The listing cost will be recovered in the per-minute charge in the vendor's pricing proposal.

2.5 USER BILLING

A. Charges for Services

There shall be no charge to users of the ITRS for the use of the relay service. The rates for long distance customers of relay service shall be no greater than the applicable rates of the interexchange carrier. However, long distance rates charged by the vendor or an affiliate shall reflect the additional time associated with a relay call by applying a 35 percent discount to the appropriate day, evening, and night/weekend rates. Separate charges from the tariff for operator-assisted intrastate calls, such as collect, third number, person-to-person, calling card, and credit card calls, are not required to be discounted.

B. Call Billing Record

Vendors must specify the system for identifying and documenting long distance and toll calls for billing purposes. The record shall be functionally equivalent to that of non-ITRS service and shall contain, at a minimum, the following information:

- Originating telephone number (NPA-NXX-line number)
- Telephone number or calling or credit card number to be billed (NPA-NXX-line number)
- Terminating telephone number (NPA-NXX-line number)
- Date
- Start time (when 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)
- End time (when either the called party or the calling party hangs up)

- Call time to the full second (the time in between call start time and end time)

The system must be automated as completely as possible. Hand-written billing tickets are not acceptable.

The vendor must fully describe the billing system and billing process that will be used, including identification of any subcontractor(s), specific duties of the subcontractor(s), how the billing record detail will be transmitted to the billing agent(s) (if any), and how charges will appear on the end user's bill.

C. Standard Billing

The vendor must provide for charges for collect calls, person-to-person calls, and calls charged to a third party. The vendor's relay service must be capable of handling pay-per-call (900-number) calls. The vendor must provide for billing to all telephone company calling cards. The vendor must include a complete description of how users will be billed for any call within 60 days of the calling date. This description must include the vendor's procedures for obtaining billing information from the local exchange companies, whether the billing will be performed in-house or contracted, calling cards that calls can be billed to, and a sample bill format.

2.6 SERVICE RELIABILITY

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

A. Uninterruptible Power System

A backup power system is required that would supply power for at least eight hours. At a minimum, the uninterruptible power system (UPS) must support the switch system and its peripherals, switch room environmentals (air conditioning, fire suppression system, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and Call Detail Record (CDR) recording.

B. Switching System

To ensure the required levels of service are met, the switching system shall be configured with a redundant call processing unit (CPU) on "hot stand-by" to ensure that no calls are dropped due to processor failure, on-line system monitoring, real time programming capabilities which will not take the system off line, capability to perform preventative maintenance without taking the system off

line, and an inventory of spare critical components (to be defined by the vendor) which are maintained on site.

C. Intercept Messages

Appropriate intercept messages shall be provided if a system failure occurs within the relay switch or network. Both voice and TTY messages shall be provided. The vendor shall give examples of intercept message content in the proposal.

D. Alternate Facilities

The vendor shall provide, in the case of a failure of any portion of the ITRS, alternate circuits, equipment, staff, etc., in order to continue to provide relay service for Iowa until suitable repairs or replacements can be made. The vendor shall describe the parameters under which relay calls for Iowans may be temporarily rerouted, whether such rerouting will be a manual or automatic operation, how long it will take, whether any calls may be dropped during rerouting, and what messages (if any) will be transmitted to users if alternate facilities are used. Full traffic reporting pursuant to section 2.11.A.1 shall be maintained during any use of alternate facilities.

E. Disaster Recovery Plan

The vendor shall create a complete plan (not just an outline) for dealing with all types of natural disasters and man-made problems. The plan shall address how the vendor plans to cope with specific disasters. These may include: alternate switching of calls including network diagrams identifying where traffic will be rerouted 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 (e.g., a fire in the central office which serves the ITRS); and/or other areas which the vendor considers important to include in a disaster recovery plan.

The plan shall include an explanation of how the vendor will immediately notify the Board if a major problem occurs. In addition, the plan must detail the levels of escalation that will be employed to deal with the problem and completely restore service.

2.7 TRAFFIC STANDARDS

The goal of the relay system is to provide ITRS users access to the telephone network that is functionally equivalent to that of persons without communications impairments. To achieve that end, the relay system must be monitored and

managed carefully so it is always staffed and equipped to meet the following traffic standards. The vendor shall also commit to comply with the requirements in 47 C.F.R. § 64.604, any emerging FCC requirements for TRS traffic and operations, and Board telephone utility service standards at 199 IAC 22.5.

A. Usage

No restrictions shall be placed on the length or number of calls placed by customers through the relay center.

B. Blockage Rate

Average daily blockage rate for all calls into the relay center shall be no greater than 1 out of 100 calls. This shall be measured by sampling the number of calls being blocked at a minimum of every 30 minutes during ITRS operation and reported on a monthly basis.

C. Answer Time

The vendor shall answer 87% of all calls within 10 seconds by any method that results in the caller's call immediately being placed, not put in a queue or on hold. This shall be measured by sampling the answer time at a minimum of every 30 minutes during ITRS operation and evaluated on a daily basis. Answer time shall be reported to the Board on a monthly basis. Abandoned calls shall be included in the speed of answer calculation.

The monthly maximum average for the daily average answer times for all calls into the relay center shall be 3.3 seconds. This shall be measured by sampling the average answer time at a minimum of every 30 minutes during ITRS operation and reported and evaluated on a monthly basis.

Daily answer times shall not exceed 6.9 seconds more than five individual days per month. This shall be measured by sampling answer times at a minimum of every 30 minutes during ITRS operation and evaluated on a monthly basis. This shall be reported on a monthly basis. No call to the relay service will be answered by a recorded message, for voice or TTY, except as provided in section 2.6(C). No call to the relay service will be put on hold (except to be transferred to a supervisor) or in queue. Only a continuous ringing or busy signal will be used.

2.8 STAFFING

A. Providing Qualified Staff

Each proposal shall include a plan to ensure that the vendor is an equal opportunity employer. This includes the active recruitment and hiring of qualified people with disabilities including individuals who are communication impaired for all types of positions, including management. Although it is not required for initial hiring, it is strongly recommended that persons be recruited and hired who have a working knowledge of American Sign Language (ASL), relay service experience, and experience working within the communication impaired community. If a newly hired employee does not possess this experience, the employee must receive training in these areas before being considered a fully functional, full-time employee. The vendor must state an ASL learning timeline for relay employees and identify the level of ASL required for employees to maintain employment. There should be at least one supervisor proficient in ASL for each working shift. Volunteers may be employed but not as Communication Assistants.

The vendor must include an explanation of how it will provide speech-to-speech (STS) service and any specific requirements and training for STS CAs in the plan.

The vendor shall explain whether it expects significant changes in relay call volumes to occur over the life of the contract to be awarded. If it does, the vendor shall explain how it plans to handle these expected changes in projected relay call volumes. In its proposal, the vendor shall commit that it will maintain sufficient staffing levels to be able to comply with the standards in Sections 2.7, 2.8, 2.9, 2.10, and 2.11 of this RFP and handle the types of calls and projected call volumes over the life of this contract.

Each proposal must include:

- An organizational chart depicting levels and numbers of relay service personnel by category;
- A hiring practices plan which documents outreach to the communication impaired, disabled, and other minority communities; and
- Job descriptions for each planned position.

B. Training

All relay center staff, including management, shall receive training in ASL, deaf culture, speech impairment, ethics, confidentiality, and emergency response. Each proposal must include an outline of a staff training plan indicating training

topics and time frames as well as individuals or organizations representing the communication impaired community who will be hired to assist with the training. Each proposal must include an outline of a staff training plan that includes the above topics for speech-to-speech (STS) CAs.

C. Communication Assistants

1. Minimum Communication Assistant (CA) Qualifications

CAs must meet the minimum qualifications required by 47 C.F.R. § 64.604. In their proposal, vendors shall specify how they plan to demonstrate that CAs meet, at a minimum, the following proficiency requirements:

- a. Basic skills in reading, speaking, and writing English.
- b. A minimum typing speed of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.
- c. Minimum spelling skills equivalent to quickly and easily spelling words comparable to a beginning college level conversation.
- d. Ability to understand communication-impaired people using limited English and to translate limited written English to correct spoken English. Vendors shall demonstrate how they plan to train CAs to translate these calls. Furthermore, vendors shall indicate at what level they consider CAs to be fully trained in this capacity.
- e. The vendor shall require that all prospective CAs take and pass a quantifiable, performance-based Communication Assistant Proficiency Examination to be developed by the vendor and approved initially by the Board. Vendors must include an outline of this examination with the proposal. This examination, at a minimum, shall cover reading and speaking clearly in English, spelling, typing, dictation, procedures, characteristics of ASL as it may be reflected in the written language of TTY 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 and 47 C.F.R. § 64.604. 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. The vendor shall include any different testing requirements for STS CAs in the outline.

Any CA who cannot pass this examination within a specified training period shall not be utilized as a CA. The vendor shall indicate to the Board the training period duration. CAs shall be retested at least annually.

Trainees, if used, shall be identified by a CA identification number to both parties at the onset of each conversation to mitigate potential for criticism of CA quality.

2. Ongoing CA Training

Each vendor shall demonstrate how ongoing CA training will be provided by including with its proposal an outline of a proposed CA training plan. The provisions for CA training shall include, but not be limited to, 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.

The vendor must employ qualified persons to conduct the CA training and must list the qualifications of all persons who will be conducting the CA training.

3. Communication Assistant Counseling

Each vendor shall state how it will provide a counseling and support program that will help CAs deal with the emotional aspects of relaying calls. Those providing this staff support must have appropriate training. However, the CAs must not give the names of the callers involved to the support person. The counseling support system must follow the confidentiality provisions in section 2.9(D).

4. Communication Assistant Policies and Procedures Manual

Vendors shall provide with the proposal a comprehensive outline of a proposed Communication Assistant Policies and Procedures 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 a CA.

2.9 CALL HANDLING

A. Communication Assistant Procedures must comply with 47 C.F.R. § 64.604.

Communication Assistants must convey the full content, context, and intent of the communication they translate. The key word is "intent." Unless requested otherwise by a user, the CA shall relay all calls according the following procedures:

1. CAs must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL

call. An STS CA may facilitate the call of an STS user with a speech impairment so 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 object.

2. Communications Assistants shall, to the best of their abilities, let the TTY user know any background noise that is heard. For example, CAs can type in parentheses that a child is crying.
3. Communication Assistants shall also keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected, or on hold.
4. The TTY user shall have the option of telling the CA what aspects of the call the TTY user will handle. For example, the TTY user may request to introduce relay services to the called party, rather than have the CA do it.
5. 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 party specifically requests otherwise. If a caller includes a request to have automated recordings summarized in the caller's profile, that is an acceptable exception to the verbatim requirement.
6. 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. Upon request by the user, the CA shall not announce a call as a relay call, permitting the caller to provide explanation, if any. The CA shall have the option to inform the called party that the caller is communication impaired unless the caller asks the CA not to do so.
7. When speaking for the TTY user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made.
8. Communication Assistants shall indicate to the users if another person comes on the line.
9. Change of CAs during a call is discouraged. If the change is necessary, both parties shall be informed. CAs answering and placing a TTY-based call must stay with the call for a minimum of ten minutes. CAs answering and placing a speech-to-speech (STS) call must stay with the call for a minimum of fifteen minutes.

10. When a line is busy, a CA shall redial as many times as requested by the caller, provided that a caller may not engage a CA for an unreasonable period of time. The Board intends that the CA will, upon request, redial numerous times during a session. However, when it becomes clear to the CA that the call is unlikely to be answered, and that further redials will unnecessarily engage relay facilities, the CA may inform the caller there is no answer and that the caller may call the ITRS to try again later.
11. 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."
12. If either party uses the third person, the CA shall relay in the third person.
13. To correct a typing error, CAs shall not backspace, but continue in a forward direction by typing "xx" or "xxx" (common TTY convention for error) and then typing the word correctly.
14. Communication Assistants shall verify spelling of proper nouns, unfamiliar technical or specialized terms, numbers, and addresses that are spoken. This shall be relayed as discussed in section 2.9.A.1 above.
15. TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.
16. 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.
17. Communication Assistants shall not counsel, advise, or interject personal opinions or additional information into any relay call. This also means the CAs shall not make any value judgments on the profanity or obscenity or legality of any messages. Furthermore, the CAs shall not hold personal conversations with anyone calling the ITRS.

B. Calls to Voice Processing Systems

The vendor shall allow ITRS users to both leave and retrieve messages on their voice processing systems.

C. Calls to Automated Voice Response Systems

The vendor shall allow ITRS users to respond to automated voice response systems. The vendor shall allow ITRS users to access and interact with called parties using voice response units.

1. Leaving Messages

CAs must alert the relay user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. The vendor's system shall electronically capture recorded messages and retain them for the length of the call. The CA will ask if the caller wishes to leave a message, and will leave the caller's full message as requested. The CA will confirm to the caller that the message has been left. The vendor may not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recorded or interactive messages.

2. Retrieving Messages

CAs will retrieve messages from voice processing systems and relay a TTY message to a voice user or a voice message to a TTY user. Vendors shall propose procedures for handling this requirement, and the procedures shall include methods for obtaining any necessary system access codes from the user and statements regarding the confidentiality of that information.

D. Confidentiality

All calls shall be totally confidential. With a limited exception for STS calls, no written or electronic script or record shall be kept beyond the duration of the call. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls in conformance with the requirements of 47 C.F.R. § 64.604(a)(2)(i). CAs and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information below. When hired, CAs must be required to sign a pledge of confidentiality promising not to disclose the identity of any callers or any information learned during the course of relaying calls, either during the period of employment as a CA or after termination of employment.

1. When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:
 - names, genders, or ages of the parties of the call
 - originating or terminating points of the call
 - specifics of the information conveyed.

2. Communication Assistants shall not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except in instances 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 user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or relay center, names and specific information may be disclosed by the CA to an emergency response center or to a supervisor to expeditiously address the situation.
3. Watching or listening to actual calls by anyone other than the relay CA is prohibited except for training or monitoring purposes or other purposes specifically authorized by the Board and consistent with Board rules.
4. Proposals shall outline the policies the vendor will use to preserve confidentiality. Specific policies shall be developed in the start-up period after contract award. Such policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the confidentiality policy shall be provided to a user upon request.
5. Proposals shall specify the policy and procedures for reviewing alleged violations of confidentiality and discipline if violations are found.
6. The vendor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purposes.

E. Communication Assistant Identification

The vendor shall assign a unique identification number to each CA. In the ITRS, the CA must identify himself or herself by the CA number rather than by name or station number. The vendor shall establish a method that will allow identification of the CA in the event a complaint is filed or a user wants to praise the work of the CA. The vendor must specify in the proposal the method that would be used.

F. Caller-Provided Information

A vendor may require that a caller provide NPA/NXX type information to identify the caller's local calling area if that information is necessary to distinguish local calls from toll calls and to allow for faster call set-up times. The vendor 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.

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 billing purposes). It is understood that for some calls, having 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.

G. Emergencies

The vendor shall develop a policy for relaying and referring emergency calls in accordance with the standards in 47 C.F.R § 64.604(a)(4). The policy shall address procedures for referring callers to emergency services and numbers other than 911.

H. Voice and Hearing Carryover

The vendor shall provide voice and hearing carryover in conformance with 47 C.F.R. § 64.604(a)(3)(v) upon request of the user. The vendor shall provide a system that allows the user to choose whether the portion of the call that is transmitted by voice or hearing carryover is private. If the user does not make a selection, the portion of the call that is transmitted by voice or hearing carryover shall be private (i.e., not heard by the CA).

I. Speech-to-Speech (STS) Called Numbers

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

J. Obscenity Directed to the CA

Communication Assistants do not have to tolerate obscenity directed at them. A proposal should specify how the vendor will handle these situations. It is acceptable to transfer such calls to a supervisor who will try to determine why the caller is using obscenity and to explain that this is inappropriate.

2.10 INTERACTION WITH RELAY USERS

A. User Assistance

The vendor shall propose the method for users to receive information on how to place a relay call, tips for improving the efficiency of relay calls, information on new relay service functions, or changes in the service.

B. Statewide Community Outreach

1. The ITRS vendor shall implement a statewide community and business outreach program to educate all people about the relay service. Each proposal shall demonstrate how the vendor proposes to maintain a continuing outreach program and shall include an outreach plan that includes an outline of the major points to be included in the outreach program. Outreach programs shall include, but not be limited to, media advertisements, meetings with user organizations, distribution of informational pamphlets describing how to use the relay service, telephone bill inserts, wallet cards, and other similar programs. The vendor's outreach program shall employ persons proficient in ASL. The outreach effort shall be tailored to effectively reach the targeted audience. Outreach material should be targeted to the majority of both the communication impaired and non-communication impaired communities. The vendor shall work with the local exchange companies to ensure that all telephone directories carry appropriate information about ITRS. The vendor shall also work with the Board to ensure that all outreach material is consistent with program goals.
2. The vendor shall prepare, print, and distribute promotional literature and materials, including paid advertising with a budget, explaining the purpose and procedures of ITRS.
3. The vendor shall produce and initiate appropriate and geographically diverse public service announcements (PSAs) on electronic and print media concerning ITRS. The vendor shall make those PSAs available to broadcast and cable television stations, radio stations, and print media on a regular basis. In addition, the vendor will be expected to create opportunities for television and radio news coverage, such as appearances on early morning and noon news programs and on local cable television programs.
4. The vendor shall maintain a Web site for ITRS with a link to the Board's Web site. The Web site must include, at a minimum: a description of ITRS, ITRS telephone numbers, contact information for the vendor's program manager and the Board project manager, an explanation of how

to use ITRS, an explanation of how to file a complaint regarding ITRS, and a link to the Board's equipment distribution program Web site.

5. The vendor's program manager shall be available via Internet email.
6. The vendor shall make presentations to geographically and age-diverse groups of potential applicants, including deaf, hard-of-hearing, deaf-blind, and speech-impaired persons, as well as presentations to their information and care networks and providers.
7. The vendor shall maintain regular and continuing contact with potential and actual relay users and their families. The vendor must provide or arrange for training for those persons requiring training to be able to use relay effectively.
8. The vendor shall maintain regular contact with persons and agencies in a position to assist and refer potential relay users including, but not limited to, the Department of Human Rights, deaf and hard-of-hearing clubs, Vocational Rehabilitation Division counselors, Department of Elder Affairs, community action programs, Department for the Blind, Department of Education, Iowa School for the Deaf, public and private health care providers and rehabilitation counselors, Department of Human Services, private social workers, Iowa Telecommunications Association, Rural Iowa Independent Telephone Association, hospitals, community organizations, and major employers.
9. The vendor shall coordinate joint outreach with the Iowa equipment distribution program administrator.
10. The vendor shall develop and implement a continuing method to monitor public awareness and satisfaction with ITRS and provide recommendations to the Board on revisions.

C. User Input

The relay users shall have input on the quality of the delivery of service. Vendors shall develop a plan to include the users of the system in any evaluation of the ITRS. An outline of this plan shall be included with the vendor'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. This does not preclude the vendor from conducting additional internal evaluations that use relay staff. The results of this evaluation shall be reported quarterly to the Board and the Dual Party Relay Council.

D. Complaint Resolution

The vendor shall establish procedures regarding complaints, inquiries, and comments regarding ITRS services and personnel. An ombudsman function should be included as well as provisions for final appeal to the Board in conformance with section 5.9. The procedure shall be described in appropriate printed outreach material. The vendor shall provide an outline of the major points to be included in the complaint, comment, and inquiry procedures. The outline must include, but not be limited to, an explanation of how the vendor will comply with the requirements to maintain a complaint log and submit the required summary to the Federal Communications Commission in 47 C.F.R § 64.604(c)(1).

The vendor shall ensure that any caller to the relay center having a complaint will be able to reach a supervisor or administrator while still on line during a relay call.

All complaints received by supervisors, either verbally or in writing, shall be documented, including their resolution, and kept on file and available to the Board and the Dual Party Relay Council upon request. The vendor shall provide timely, sufficient information to the Board regarding complaints to enable the Board to maintain the complaint log and submit the summary required by 47 C.F.R. § 64.604(c)(1). Copies of all complaints must be submitted to the Board on a monthly basis, detailing the complaint and resolution.

E. Conflict of Interest

To avoid the appearance of a conflict of interest, the vendor shall not utilize any relay user information obtained from relay calls (or any other means) for any other purpose and shall not make any such information available for sale. Likewise, this information shall not be made available to any subcontractor or other persons.

2.11 INTERACTION WITH THE IOWA UTILITIES BOARD

A. Traffic Reports

The ITRS vendor shall provide to the Board the following printed traffic reports on a monthly basis no later than 21 calendar days after the close of each month. More frequent or more detailed ad hoc reports shall also be available upon request by the Board. Automatic electronic production of this information is required. This refers to the automated capability to report traffic activity as it happens. Note that late traffic reports will subject the vendor to reductions in payment as listed in RFP section 5.4.F.

1. Reported by NPA, total daily and monthly:
 - number of incoming calls;
 - number of outgoing calls (including busy, no answer, disconnected);
 - number of completed calls;
 - number of abandoned calls;
 - minutes of service; and
 - billable minutes of service.
2. Average daily and monthly blockage rate.
3. Average daily and monthly answer time, and the range of answer times for the month.
4. Average daily and monthly number of calls in queue (caller is receiving a ringing signal while waiting to be answered by an CA), and the average length of time in queue.
5. Average daily and monthly length of call (reported to the nearest tenth of a second), broken down into call set-up, call duration, and call wrap-up.
6. Total daily and monthly number of calls of the following lengths:
 - <5 minutes
 - 5+ to 10 minutes
 - 10+ to 20 minutes
 - 20+ to 30 minutes
 - 30+ to 40 minutes
 - 40+ to 50 minutes
 - 50+ to 60 minutes
 - 60+ minutes
7. Usage patterns (number of calls and average length of calls by one hour increments) by hour of day and day of week. The use of 30-minute increments is an acceptable alternative. The vendor shall specify what would be used in the proposal.
8. Number of CAs on duty by hour of day and day of week.
9. Number of local, intraLATA toll, intrastate interLATA, intraLATA interstate, interstate (if provided), and international (if provided) calls for the month.

10. Number of calls originated by TTY users, voice users, Speech-to-Speech users, VCO users, HCO users, and Spanish users, and the average length of call for each type of call for the month.
11. Number of emergency calls relayed and/or referred to emergency services and numbers other than 911, and the nature of the emergency by hour of day and day of week. The following methodology is acceptable to the Board, although it is not necessarily the only acceptable methodology: the vendor implements specific procedures outlined for emergency calls that include documentation of those calls. However, to protect consumer confidentiality, details recorded on any emergency incident form would be kept in secured files and only disclosed to the authorities pursuant to court order.
12. The vendor must include information on its capability to provide ad hoc reports as requested by the Board including new information in the vendor's system's database or new formats for existing information.

The vendor shall submit the reporting format(s) that will be used to provide all of the above traffic information.

B. Invoices

Monthly invoices to the Board are due within 21 days following the end of each calendar month after service has been rendered. Usage figures are subject to audit and adjustment at any time.

C. Evaluation Reports

The vendor shall report quarterly to the Board the results of the user evaluations.

D. Complaint Reports

The vendor shall provide monthly summary reports to the Board regarding numbers of complaints received and topic areas of the complaints. The reports shall include, at a minimum, the date each complaint was filed, the nature of each complaint, the date of resolution of each complaint, and an explanation of each resolution.

E. Outreach Plan and Reports

The vendor shall develop an annual outreach plan and provide it to the Board and Council no later than January 21st of each calendar year. The Board and Council will review the plan for compliance with the requirements of the contract. If the vendor changes the plan significantly during the year, the vendor shall

provide an amended plan to the Board and Council with an explanation of the changes. The vendor shall provide monthly summary reports to the Board regarding outreach activities it has conducted no later than 21 calendar days after the close of each month. More frequent or more detailed ad hoc reports shall also be available upon request by the Board. Automatic electronic production of this information is required.

F. Usage Summary Reports

No later than 21 days following the end of each calendar month, the vendor shall provide monthly summary reports to the Board regarding the usage of the relay service. The report is to be in electronic format. The report shall show year-to-date information by month and shall include the following:

- Number of completed calls by call type
- Number of completed calls by jurisdiction
- Number of other relay calls, such as general assistance and busy/no answer
- Number of session minutes by jurisdiction, including billable minutes
- Number of conversation minutes by jurisdiction, including billable minutes
- Call summaries of the following—
 - Blocked
 - Inbound
 - Placed in queue
 - Abandoned
 - Answered
- Average minutes per answered call by session minute, set-up/wrap-up, conversation minute
- Answer performance, by percentage answered within 10 seconds and average answer seconds
- Number of customer contacts, including complaints, commendations, other
- A bar graph showing the number of inbound calls
- A bar graph showing total session minutes, by jurisdiction
- A bar graph showing total conversation minutes, by jurisdiction

G. Annual Reports

By March 1st of the following year, the ITRS Project Manager shall submit an annual report to the Board. The report shall be provided in electronic format, plus an original and 15 hard copies. The report shall include the following:

- An annual summary, by month, of—
 - Number of completed calls by call type
 - Number of completed calls by jurisdiction
 - Number of other relay calls, such as general assistance and busy/no answer
 - Number of session minutes by jurisdiction, including billable minutes
 - Number of conversation minutes by jurisdiction, including billable minutes
 - Call summaries of the following—
 - Blocked
 - Inbound
 - Placed in queue
 - Abandoned
 - Answered
 - Average minutes per answered call by session minute, set-up/wrap-up, conversation minute
 - Answer performance, by percentage answered within 10 seconds and average answer seconds
 - Number of customer contacts, including complaints, commendations, other
 - A bar graph showing the number of inbound calls
 - A bar graph showing total session minutes, by jurisdiction
 - A bar graph showing total conversation minutes, by jurisdiction
 - Number of outreach/education activities by type and total number of attendees to the outreach/education activities
 - Number of brochures disseminated
- Outstanding issues at the end of the year
- Major issues addressed and resolved during the year
- Personnel changes
- Service enhancements and/or new technology added during the year
- Any other relevant information

H. Project Manager

The vendor shall designate a project manager for ITRS to serve until the expiration of the contract or the designation of a substitute project manager. The Board reserves the right to disapprove the vendor's designation of project manager. The project manager shall maintain an office in Iowa. The project manager shall be available to meet with the Board, Dual Party Relay Council, and Board staff as requested to review and plan the services being provided under the contract. If requested, the project manager shall provide additional information or reports regarding the services provided under the contract for review by the Board.

In its proposal, the vendor shall identify the person it will designate as the project manager if awarded the contract, including the person's qualifications, experience, education and training. The vendor shall also identify the town where it will maintain an office if awarded the contract.

I. Coordination with Dual Party Relay Council

Upon implementation of the ITRS, the vendor will designate a representative to attend meetings of the Iowa Dual Party Relay Council. The representative will be recommended to the Board for approval. The representative will make presentations and answer questions at Council meetings regarding relay statistics, outreach activities, and other relevant topics as requested by the Board or Council.

J. New Technology and Information

The vendor shall periodically advise the Board and the Iowa Dual Party Relay Council concerning new technology and information regarding relay service, as described in RFP paragraph 2.15.

K. State Certification

Upon request, the vendor shall provide information required for the Board to obtain certification of ITRS pursuant to Federal Communications Commission requirements.

2.12 PLAN FOR SERVICE START-UP

The vendor shall provide a detailed plan for implementing all aspects of the service that has been proposed. The vendor shall include in the plan a time line with critical dates for major steps in the implementation process from contract award to start date and for the first year after service has started.

2.13 SERVICE EXPANSION

The vendor will also show the capability of expanding services in response to increasing demand. The vendor shall develop and illustrate in its proposal a detailed plan of how this expansion will be accomplished while still meeting all traffic and operational standards for service. The plan shall include, but not be limited to, trunking capacity, CA work stations, personnel staffing, and equipment capacity. The plan shall also indicate the time lag required to meet any increased call volume for any service expansion. Furthermore, the service delivery procedures shall permit the most cost-effective use of available resources.

2.14 OTHER SERVICES

The description of services required in RFP Chapter 2, Technical Requirements, is a minimum list. The vendor may describe other services or service enhancements it offers or intends to offer during the term of the contract which are not already described elsewhere. Other services or service enhancements not described in this RFP must be clearly labeled as such. The vendor shall clearly distinguish between services and enhancements it already offers and those it intends to offer. Descriptions falling into the latter category shall include a conservative projection of when the vendor believes it will roll out the described service or enhancement.

If the vendor includes other services or service enhancements it already offers in its proposal, the vendor shall include a price proposal that excludes them, and a price proposal that includes them. If the vendor includes more than one other service or service enhancement it already offers, it shall separately price each such other service or service enhancement. The separate price proposals shall be submitted in one envelope as provided in RFP Chapter 3. The Board has a separate contract for the provision of captioned telephone relay services (CTRS) and the vendor's response shall not include a proposal related to CTRS.

2.15 NEW TECHNOLOGY

The user communities and the Board must be allowed to benefit from advancing technology. The vendor shall demonstrate its capability to incorporate improvements in service, equipment, and software technology into ITRS. The vendor must be willing and able, upon a Board-initiated request, to implement new technologies efficiently and at an appropriate price.

The vendor also must describe the methodology and process it will use to keep abreast of such improvements in the provision of relay service, to inform the Board that enhancements are available and at what price, and to provide the Board the opportunity to purchase such enhancements to upgrade service.

Upon authorization to proceed, the vendor will prepare for the Board a cost/benefit analysis of the enhancement(s) proposed including any depreciation methodology and schedules.

2.16 TRANSITION AT CONTRACT CONCLUSION

The Board has a duty to provide dual party relay service on a continuous basis. It is critically important that at the conclusion of this contract, in the event a new vendor is selected to provide relay service in Iowa, the vendor must cooperate fully with the Board and the new vendor to accomplish a seamless transition. The vendor must agree to extend its best efforts in accomplishing that goal. All customer-specific information acquired or developed by the vendor in providing relay service under the contract that relates to the provision of relay service in Iowa shall be the property of the Board. Upon a Board request during a transition at the conclusion of the contract, the information shall be provided to the Board in a timely manner, in order to allow the new vendor to use the information to serve ITRS customers.

CHAPTER 3

PROPOSAL FORMAT AND EVALUATION

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3.1 INSTRUCTIONS

- A. These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.
- B. The vendor must provide one original and 5 hard copies of the technical proposal and the price proposal. The vendor must also provide one original and 15 compact disc (CD)/digital video disc (DVD) copies of the technical proposal and the price proposal. The large number of copies is necessary because the evaluation process will involve the three-member Board, the eleven-member Dual Party Relay Council, and several Utilities Board staff.
- C. The proposal shall be divided into two parts: the technical proposal and the price proposal. The technical proposal and the price proposal shall be sealed in separate envelopes with the following information plainly showing on the outside of each envelope:

TECHNICAL or PRICE PROPOSAL
REQUEST FOR PROPOSALS FOR
IOWA TELECOMMUNICATIONS RELAY SERVICE
IOWA UTILITIES BOARD
SUBMITTED BY:
DATE:

If multiple envelopes for each proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.

- D. If the vendor designates any information in its proposal as confidential pursuant to RFP section 1.14 and Board rule 199 IAC 1.9, the vendor must also submit three (3) copies of the proposal from which confidential information has been excised (public copies). The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible. These public copies are in addition to the number of copies required in RFP paragraph 3.1.B. The public copies must be clearly marked as "PUBLIC COPY."

To have material held confidential by the Board beyond the conclusion of the selection process, a vendor must comply with the requirements of 199 IAC 1.9 by filing a separate request for confidential treatment that meets the requirements of the rule. The separate request for confidential treatment must be filed at the same time the vendor files its proposal. Mere identification of material claimed to be confidential in the proposal is insufficient. The vendor must also comply with the additional requirements in rule 1.9, including the requirements for marking and separating the confidential pages in the proposal from the public pages in

the proposal. It is the vendor's responsibility to read and comply with all requirements in Board rule 199 IAC 1.9 if it wishes any information filed with the Board to be held confidential beyond the conclusion of the selection process. The vendor may not identify its entire proposal as confidential because the entire proposal cannot meet the requirements for confidentiality in Iowa Code chapter 22 and Board rule 199 IAC 1.9.

- E. Technical proposal response forms are provided in RFP Chapter 4. The forms provided in Chapter 4 must be used, and the form and content may not be changed.
- F. If attachments are used, they shall be numbered identically to the RFP section number to which the attachment is responsive. Attachments must be referenced in the proposal.
- G. If a proposal response does not clearly define specifically where information is given, the proposal may be considered non-responsive for each such question.
- H. Hard copy reference materials shall be presented as an organized, bound unit (such as a 3-ring binder) complete with a table of contents and index tabs. The vendor shall provide an overall table of contents for the entire proposal and a table of contents for each proposal section that includes responses to multiple RFP requirements.
- I. Prices quoted must be for the requirements and their components as proposed in the response to the RFP. Should the proposal be selected, the vendor shall be expected to provide the services stated in the proposal at the prices quoted.
- J. The vendor shall bear the burden of any errors made in pricing the services (e.g., omitting a component of the services).

Should the vendor have failed to either include in the price or deliver to the Board any component necessary to perform the services as proposed in the RFP, the vendor shall be required to provide the component at the vendor's own expense.

- K. Supporting text in the proposal shall be numbered identically to the RFP section number to which the text is responsive. Incomplete, incorrect, or misleading answers are unacceptable and may be considered unresponsive.

3.2 TECHNICAL PROPOSAL CONTENTS

The following documents and responses shall be included in the technical proposal in the order given below.

- A. Transmittal Letter. The transmittal letter shall be in a form to bind the vendor to provide the relay system as stated in the technical proposal at the prices stated in the price proposal. In the transmittal letter, the vendor shall certify that the contents of the proposal are true and accurate. The letter shall provide that, upon reaching agreement with the Board concerning any exceptions and alternative solutions the vendor may have included in the proposal, the vendor will execute a binding contract. The letter shall include a statement that the vendor agrees to be bound by the prices quoted in the vendor's price proposal for a period of no less than 60 days from the date of the notice of intent to award any contract that may result from the RFP. An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's name, mailing address, electronic mail (email) address, fax number, and telephone number. The vendor shall identify a person or persons, including address, email address, telephone number, and fax number, to whom all further correspondence or questions should be addressed. If more than one person is identified, the vendor shall identify which person should be contacted regarding contractual, technical, scheduling or other questions.

As discussed in RFP section 1.14, pursuant to Iowa Code § 72.3, the contents of all proposals will not be disclosed until the conclusion of the selection process. If a vendor wishes the Board to hold a part of its proposal confidential beyond that point, the vendor must comply with the requirements of 199 IAC 1.9 by filing a separate request for confidential treatment. In its transmittal letter, the vendor shall state whether it has filed a separate request for confidential treatment pursuant to 199 IAC 1.9. If it has, the transmittal letter shall contain the name, address and telephone number of the person authorized to respond to the Board about the confidential nature of the information.

The vendor shall include a letter certification of independence and no conflict of interest in conformance with RFP section 1.9 as an attachment to the transmittal letter.

- B. Cover or Title Page. The form in RFP Chapter 4 shall be used.
- C. Table of Contents.
- D. Executive Summary. The vendor shall prepare an executive summary and overview of the services it is offering. The executive summary shall include statements that demonstrate the vendor understands and agrees with the terms and conditions of the RFP and the proposed contract and an overview of the vendor's plan for the provision of relay service and outreach.
- E. Vendor Exceptions and Alternative Solutions to the RFP and Contract Form. Note RFP section 1.18. If the vendor includes exceptions or alternative solutions in its proposal, the form in RFP Chapter 4 must be used.

- F. Technical Requirements. The vendor shall address each technical requirement in Chapter 2 of the RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the vendor. Proposals must identify any deviations from the requirements of the RFP or requirements the vendor cannot satisfy, and they must be listed on the vendor exceptions form. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor. See RFP section 1.18.
- G. Background Information. The vendor shall provide the following general background information:
1. Name, address, telephone number, fax number, and email address of the vendor including all d/b/a's or assumed names or other operating names of the vendor. The vendor shall also provide its federal identification number.
 2. Form of business entity, i.e. corporation, partnership, proprietorship, or limited liability company, and state of incorporation, formation, or organization.
 3. The locations, telephone numbers, and functions of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
 4. Local office address and telephone number (if any).
 5. Type of business, number of employees, number of employees involved in providing relay services and relay outreach services, and an organizational chart for the employees providing relay services and relay outreach services.
 6. Name and qualifications of any subcontractors who will be involved with this project.
 7. Vendor's accounting firm.
 8. The successful vendor will be required to register to do business in Iowa. If already registered, provide the date of the vendor's registration and the name of the vendor's registered agent.
- H. Experience. The vendor must provide the following information regarding its experience:

1. Number of years in business.
2. Number of years experience providing telephone relay service and outreach for telephone relay service.
3. Describe the level of technical experience in providing telephone relay service and outreach for telephone relay service. Include samples of outreach materials used by the vendor in other states.
4. List all services the same or similar to those sought by this RFP that the vendor has provided to other governmental entities or businesses.
5. Letters of reference from three (3) previous clients knowledgeable of the vendor's performance in providing telephone relay service and outreach for telephone relay service and a contact person, address, and telephone number for each reference.

Each letter of reference must include, but not be limited to, the following information.

- Describe the type(s) and quality of work done by this firm for your organization.
- How long has the firm provided these types of work for your organization?
- How would you rate the work performed by this firm for your organization? Why?
- Was the work performed by this firm completed on time? If not, why not?
- Was the work performed by this firm completed within the budget? If not, why not?
- Was staff responsive to solving problems that may have occurred? Please explain.
- What was the extent of staff turnover in the firm?
- What are the strengths and weaknesses of the firm?
- Would you be willing to contract with this firm again?

NOTE: The vendor shall instruct clients to send the letters of reference on or before the deadline for the submission of proposals in RFP section 1.3 directly to the:

Executive Secretary
Iowa Utilities Board
350 Maple Street
Des Moines, Iowa 50319

Reference letters should not be part of the proposal contents. However, the vendor shall provide contact information of its references in the proposal and must state that it has instructed its references to send their letters directly to the Board.

- I. Personnel. The vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. Each resume must include the person's full name, education, and years of experience and employment history, particularly as it relates to the scope of services in the RFP.
- J. Financial Information. The vendor must provide audited financial statements (annual reports) for the past three (3) years and a minimum of three (3) financial references.
- K. Terminations, Litigation, Debarment. The vendor must provide the following information:
 - 1. During the past five years, has the vendor had a contract for telephone relay service or outreach for telephone relay service terminated for any reason? If so, provide full details related to the termination.
 - 2. During the past five years, describe any damages or penalties paid by the vendor under any of its past or current contracts for provision of telephone relay service or outreach for telephone relay service. Indicate the reason for the damages or penalty and the estimated cost of the incident to the vendor.
 - 3. During the past five years, describe any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right of the vendor to engage in any business, practice, or activity.
 - 4. During the past five years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Any such matter commencing after submission of a proposal, and with respect to the successful vendor after execution of a contract, must be disclosed in a timely manner in a written statement to the Board.

3.3 PRICE PROPOSAL CONTENTS

The following documents and responses shall be included in the price proposal in the order given below.

- A. Cover or Title Page. The form in RFP Chapter 4 shall be used.
- B. Letter Certification of Independent Price Determination. The vendor shall provide a letter certifying independent price determination that complies with the requirements found in RFP section 1.10.
- C. Price Proposal. The form in RFP Chapter 4 shall be used. The vendor shall state the price per billable conversation minute to provide telephone relay service and associated outreach over the term of the contract. The vendor shall also state the price per billable session minute to provide telephone relay service and associated outreach over the term of the contract. The vendor shall include any necessary explanations of the prices quoted. Billable minutes are defined in RFP paragraph 1.2.B.

3.4 EVALUATION

- A. The proposals will be reviewed and analyzed by the Board with the advice of the Dual Party Relay Council.
- B. Criteria for Selection. The Board will review all proposals that are timely submitted and not subject to disqualification using but not limited to the following criteria.
 - 1. The Board will verify that each proposal is complete and includes all required sections.
 - 2. The technical proposal evaluation analysis will consist in part of the verification that all significant mandatory requirements have been met in compliance with the RFP.
 - 3. Responsiveness of the Proposal to the RFP. The vendor must demonstrate an understanding of the Board's objectives, and the nature and scope of the work involved. The proposal must be responsive to all RFP requirements. The proposal must include a clear strategy for management of the project in close coordination with the Board, appropriate solutions to the requirements of the RFP, and detailed explanation of the vendor's solutions.

4. **Demonstrated Ability.** The Board will review the demonstrated experience, knowledge, product quality, and technical capability of the vendor and any subcontractors in working on similar projects.
 5. **Qualifications.** The Board will review the professional qualifications of key individuals who will perform the services.
 6. **Cost.** The Board will consider each proposal to determine which is the most cost effective.
- C. Any contract resulting from this RFP and subsequent evaluation process shall not necessarily be awarded to the vendor with the lowest prices. Instead, the contract shall be awarded to the vendor who, at a reasonable cost, will most competently provide telephone relay service that complies with the requirements of state and federal statutes and best meets the needs of communication impaired Iowans. If the proposals submitted otherwise meet all the requirements of this RFP, the Board shall give preference as provided by law to a vendor who proposes to employ Iowa labor, purchase Iowa products, or purchase from Iowa-based businesses.
- D. There is no mathematical formula for weighing the relative merits of the proposals. Technically compliant proposals will be evaluated first by Board staff and the 11-member Dual Party Relay Council (Council). The Council will make a recommendation to the Board, based upon the Council's judgment, as to which proposal should receive the award. The individual members of the Council, who represent distinct interests, evaluate and weigh all of the elements of the proposals based upon the relative importance of the elements to them. The nature of relay service and related outreach makes use of a mathematical formula or a decision based solely on price in choosing a provider, without the application of judgment by the Council and the Board, unlikely to produce the best vendor for Iowa circumstances.
- E. The Board reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the vendor's proposal if it materially alters the content of the proposal.

CHAPTER 4
REQUIRED FORMS

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4.1 INTRODUCTION

This chapter of the RFP provides the required forms for the submission of technical and price proposals. Entering the specific responses required and using the forms is important for fair and consistent evaluation of the vendors' proposals. Failure to follow this procedure shall be grounds for declaring the submitted proposal as non-compliant.

4.2 INSTRUCTIONS

Vendors must comply with any instructions stated on the forms.

4.3 REQUIRED FORMS

The following forms are mandatory parts of the proposal.

TECHNICAL PROPOSAL COVER PAGE

Submitted by: _____

Firm name: _____

Mailing Address: _____

Signed: _____

Print Name: _____

Title: _____

Telephone: _____

Fax Number: _____

Email address: _____

Date: _____

Person to Contact for Further Information: _____

VENDOR EXCEPTIONS AND ALTERNATIVE SOLUTIONS TO THE RFP AND CONTRACT

List all exceptions and alternative solutions that the vendor takes to the RFP, including the contract found in RFP Chapter 5. These exceptions and alternative solutions are a part of the vendor's proposal. In the event of any ambiguity between this list and some other part of the proposal concerning whether the vendor stated an exception or alternative solution, the following list controls. Note the requirements in RFP section 1.18 regarding exceptions and alternative solutions.

EXCEPTIONS:

ALTERNATIVE SOLUTIONS:

PRICE PROPOSAL COVER PAGE

Submitted by: _____

Firm name: _____

Mailing Address: _____

Signed: _____

Print Name: _____

Title: _____

Telephone: _____

Fax Number: _____

Email address: _____

Date: _____

Person to Contact for Further Information: _____

PRICE PROPOSAL

PRICE PER BILLABLE CONVERSATION MINUTE
TO PROVIDE TELEPHONE RELAY SERVICE
AND ASSOCIATED OUTREACH OVER THE TERM
OF THE CONTRACT

\$ _____

PRICE PER BILLABLE SESSION MINUTE TO
PROVIDE TELEPHONE RELAY SERVICE AND
ASSOCIATED OUTREACH OVER THE TERM OF
THE CONTRACT

\$ _____

CHAPTER 5

CONTRACT FORM

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5.0 CONTRACT NAME, PARTIES, AND PURPOSE

CONTRACT NAME: Iowa Telecommunications Relay Service Contract

PARTIES: Iowa Utilities Board, hereinafter referred to as the Board.

_____, hereinafter referred to as the vendor.
(vendor)

PURPOSE: The parties have entered into this contract for the purpose of retaining the vendor to provide statewide telecommunications relay service and associated outreach.

5.1 ELEMENTS OF THE CONTRACT

- A. The initial term of the contract during which the vendor shall provide statewide telecommunications relay service and associated outreach shall be January 1, 2011, through December 31, 2013, unless terminated earlier in accordance with this contract. At the sole discretion of the Board, the Board shall have the option to extend the contract for one additional three-year term. If the Board elects to extend the contract, it shall do so in writing not later than 180 days prior to the expiration of the contract.
- B. The Board shall pay the vendor for services rendered by the vendor in the prior calendar month, subject to any offset for liquidated damages or adjustments permitted under the contract. Usage is subject to audit and payment amounts to adjustment at any time.
- C. The "Request for Proposals for Iowa Telecommunications Relay Service" (RFP), any RFP amendments, any written responses to vendors' questions regarding the RFP, and the vendor's proposal submitted in response to the RFP, are incorporated herein by reference, and together with this contract, including any written exceptions agreed to by the parties in paragraph 5.1.E and the items incorporated by paragraph 5.1.D, form the contract between the Board and the vendor. The parties are obligated to perform all services described in the RFP, any amendments, any written responses to vendors' questions, and the vendor's proposal, unless specifically directed otherwise by the terms of this contract. In the event of a conflict between the contract, the RFP, and the vendor's proposal, the conflict shall be resolved according to the following priority, ranked in descending order: 1) the contract; 2) the RFP; 3) the vendor's proposal.

D. Incorporated within these contract terms and conditions, and attached hereto, are the following documents:

1. (specify document and date)
- 2.
- 3.

E. Incorporated within these contract terms and conditions is the proposal filed by the vendor. The vendor's proposal, including the price proposal per _____(specify conversation or session) minute for the period January 1, 2011, through December 31, 2013, and time for performance stated therein, is hereby accepted and the vendor's performance shall conform to such proposal. All the vendor's exceptions and alternative solutions to the RFP are hereby denied and shall be considered inapplicable to this contract except those fully described below. By signing and dating the list that follows, the vendor agrees to a binding contract that contains only the vendor's exceptions and alternative solutions on the list. The vendor agrees to the denial of the remainder of the vendor's exceptions and alternative solutions.

(EXCEPTIONS)

(ALTERNATIVE SOLUTIONS)

(vendor signature) (date)

F. This contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this contract must be in writing and fully executed by both parties.

G. This contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this contract. This contract supersedes all prior contracts, agreements, or negotiations between the Board and the vendor for the services provided in connection with this contract.

H. All notices required to be given by either party to the other in accordance with the terms of the contract shall be directed as follows:

Board:

Executive Secretary
Iowa Utilities Board
350 Maple Street
Des Moines, Iowa 50319

Vendor:

(Name of Person)

(Person's Title)

(Vendor's Name)

(Vendor's Street Address)

(City/State/Zip Code)

5.2 IMMEDIATE TERMINATION

The Board may terminate this contract for any of the following reasons effective immediately without advance notice:

- A. The Board determines that the actions, or failure to act, of the vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, a customer's life, health, or safety to be jeopardized.
- B. The vendor fails to comply with confidentiality laws or provisions.
- C. The vendor furnished any statement, representation, or certification in connection with this contract or the RFP that is materially false, deceptive, incorrect, or incomplete.
- D. The vendor or any of its officers, directors, employees, agents, affiliates, or contractors has committed or engaged in fraud, misappropriation, embezzlement,

malfeasance, misfeasance, or bad faith with respect to the vendor's performance under this contract.

- E. The vendor's corporate existence or good standing is suspended, terminated, revoked, or forfeited.

5.3 VENDOR DEFAULT; REMEDIES OF THE BOARD

- A. The occurrence of any one or more of the following events shall constitute cause for the Board to declare the vendor in default of its obligations under this contract:

1. The vendor fails to perform, to the Board's satisfaction, any material requirement of this contract, or is in violation of a material provision of this contract, including, but without limitation, the express warranties made by the vendor.
2. The Board determines that satisfactory performance of this contract is substantially endangered or that a default is likely to occur.
3. The vendor fails to make substantial and timely progress toward performance of the contract.
4. The vendor fails to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of this contract.
5. The vendor has engaged in conduct that has or may expose the Board to liability, as determined in the Board's sole discretion.
6. The vendor has infringed any patent, trademark, copyright, or any other intellectual property right.
7. The vendor becomes subject to any bankruptcy or insolvency proceeding under state or federal law to the extent allowed by applicable federal or state law including bankruptcy laws; the vendor terminates or suspends its business; or the Board reasonably believes that the vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

- B. Notice of Default. If there is a default event caused by the vendor, the Board shall provide written notice to the vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Board's written notice to the vendor. Time allowed for cure of a default shall not diminish or eliminate the adjustment of payment to the vendor pursuant to section 5.4.

- C. If the breach or noncompliance is not remedied within the period of time specified by the written notice, the Board may do one or more of the following:
 - 1. Terminate the contract without additional written notice.
 - 2. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.
 - 3. Adjust the amount of payment to the vendor pursuant to section 5.4.
- D. The vendor shall not be considered to be in default under this agreement, nor shall payments be reduced, if performance is delayed or made impossible by an act of God or such other event that is beyond the reasonable control of the vendor. In each such case, the delay or impossibility also must be without the fault or negligence of the vendor. A strike by the vendor's employees or a lockout by the vendor shall not be considered beyond the reasonable control of the vendor, nor shall a strike or a lockout be considered an act of God.
- E. The fact that delay resulted from a subcontractor's conduct, negligence, or failure to perform shall not excuse the vendor from the liquidated damages provisions of this contract.
- F. Should the Board obtain a money judgment against the vendor as a result of a breach of this agreement, the vendor consents to such judgment being set-off against moneys owed the vendor by the Board under this or any other contract with the State.
- G. Reductions in payment pursuant to section 5.4 may be deducted by the Board from any money payable to the vendor pursuant to this or any other contract.

5.4 PAYMENT CLAUSE

Pursuant to Iowa Code § 8.47 and Department of Administrative Services rules at 11 IAC 107.4, this service contract entered into by the Board shall include a clause or clauses that describe the amount or basis for paying consideration to the vendor based on the vendor's performance under this contract. This payment clause is intended to comply with this requirement in a manner that considers the federal and state requirements for the provision of telecommunications relay service and the Board's need to monitor the vendor's performance under the contract.

- A. The Board declares, and the vendor acknowledges, that time is of the essence in the performance by the vendor of the terms and conditions of the contract in meeting the performance standards and schedules. The Board declares, and the vendor acknowledges, that the Board will suffer damages due to a lack of

performance by the vendor, specifically, due to failure to meet the deadline for providing telecommunications relay service, January 1, 2011, and failure to meet the service standards in the RFP and this contract.

The parties further agree that implementation of a statewide community outreach program is one of the key elements in a successful relay service, and that since the Board has a legal duty to monitor the vendor's performance, timely provision of reports to the Board as required by the RFP and this contract is essential.

The parties agree that the loss related to denial of relay service to communication impaired lowans or failure to meet service standards for a particular period of time is concrete, although extremely difficult to quantify. The loss from failure to implement an effective outreach program or provide reports to the Board is also difficult to quantify. The adjustments to payments in this section represent the parties' best estimate at the time of contracting to provide reasonable compensation for the losses and to comply with the requirement to tie payment to performance.

- B. Except as specified in paragraph C below, payments to the vendor shall be reduced in the amount of \$6,000 per day for each day the vendor fails to provide statewide telecommunications relay service as required under this contract and \$2,000 per day for each day the vendor fails to observe and to maintain the service standards in the RFP technical requirements incorporated in this contract.
- C. Payments to the vendor shall be adjusted as follows for failure to meet the answer time service standards described in RFP section 2.7, paragraph C. If the vendor fails to meet the requirement of a monthly maximum average for the daily average answer times for all calls into the relay center of 3.3 seconds, the Board shall reduce payment to the vendor by \$2,000 for each full 0.5 seconds the monthly average is greater than 3.3 seconds. If the vendor fails to meet the requirement that at least 87 percent of calls shall be answered within ten seconds, the Board shall reduce payment to the vendor by \$2,000 for each full .5 percent the monthly average is less than 87 percent. If the daily answer time exceeds 6.9 seconds on more than five days in any month, the Board will reduce payment to the vendor by \$2,000 for each additional day of the month call answer times exceeded 6.9 seconds.
- D. Excessive daily or monthly average answer times as a result of conditions covered in section 5.3.D, above, will be exempt from the reductions in payments provision. Reductions in payment amounts for any month are not cumulative. If more than one of the daily and monthly answer time standards has been violated giving rise to a reduction in payment, only the violation of the standard producing the largest reduction for that month will be used in calculating the reduction in payment amount. This paragraph does not limit reductions in payments for any

other failure to meet service standards or failure to provide service under the contract.

- E. If a vendor fails to conduct a statewide community outreach program in conformance with this contract, RFP section 2.10, and the vendor's proposal, that is acceptable to the Board, the Board may notify the vendor of the deficiencies in the vendor's program, request a response, and request a meeting to discuss the deficiencies. If, in the opinion and at the sole discretion of the Board, the vendor continues its failure, the Board may reduce payment to the vendor by up to \$2,000 per month until the failure is cured.
- F. If a vendor fails to timely provide any report required by this contract and RFP section 2.11 to the Board, the Board may reduce payment to the vendor by \$500 per month per report for each month the report is not provided to the Board.
- G. If a vendor fails to comply with the requirement of this contract and RFP section 2.11.H to designate a manager of ITRS or maintain an office in Iowa, the Board may reduce payment to the vendor by \$1,000 for each week the vendor has failed to designate a manager or maintain an office in Iowa.
- H. The Board shall notify the vendor of the basis for any reduction in payment when the Board deducts such sums from money payable to the vendor.

5.5 BOARD DEFAULT; REMEDIES OF THE VENDOR

Should the vendor consider the Board to be in default of its obligations, the vendor shall issue a written notice of default providing therein for a 60-day period in which the Board shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the vendor may exercise any remedy provided by law.

5.6 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW

The Board shall have the right to terminate this contract without penalty by giving sixty (60) days' written notice to the vendor as a result of any of the following:

- A. Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this contract.
- B. Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board's sole discretion, are insufficient for any reason.
- C. The Board's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board.

- D. The Board's duties are substantially modified.
- E. A change in applicable law materially adversely affects the Board's ability to fulfill its obligations under this contract. See RFP paragraph 5.15.I.
- F. However, in the event that an appropriation to cover the cost of this contract becomes available within 60 days subsequent to termination under this clause, the Board agrees to re-enter a contract with the terminated vendor under the same provisions, terms, and conditions as the original contract.

5.7 REMEDIES OF VENDOR IN EVENT OF TERMINATION BY THE BOARD

In the event of termination of this contract for any reason by the Board, the Board shall pay only those amounts, if any, due and owing to the vendor for services actually rendered up to and including the date of termination of the contract and for which the Board is obligated to pay pursuant to this contract. Payment will be made only upon submission of invoices and proper proof of the vendor's claim. This provision in no way limits the remedies available to the Board under this contract in the event of termination. However, the Board shall not be liable for any of the following costs:

- A. The payment of unemployment compensation to the vendor's employees.
- B. The payment of workers' compensation claims that occur during the contract or extend beyond the date on which the contract terminates.
- C. Any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead costs, or other costs associated with the performance of the contract.
- D. Any taxes that may be owed by the vendor in connection with the performance of this contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

5.8 VENDOR'S TERMINATION DUTIES

Upon receipt of notice of termination or upon request of the Board, the vendor shall:

- A. Cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract or describing any other matters related to the contract the Board may require.

- B. Immediately cease using and return to the Board any personal property or materials, whether tangible or intangible, provided by the Board to the vendor.
- C. Comply with the Board's instructions for the timely transfer of any active files and work product produced by the vendor under this contract.
- D. Cooperate in good faith with the Board, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.
- E. Immediately return to the Board any payments made by the Board for services that were not rendered by the vendor.

5.9 COMPLAINT PROCEDURES

Pursuant to Iowa Code § 477C.3 (2009), which grants the Board authority to administer a statewide telecommunications relay system, the Board requires and the vendor agrees that any person may file a complaint with the Board alleging that relay services or rates are unreasonable, unjust, or discriminatory. The parties to the complaint and the Board shall follow the procedures and standards found in Iowa Code § 476.3 and Board rules in resolving the complaint.

5.10 WARRANTIES AND VENDOR'S DUTIES

- A. The vendor shall provide statewide telecommunications relay service that fully complies with the technical specifications and all other requirements in the request for proposals, except for the vendor's exceptions agreed to by the Board and listed in contract section 5.1.E.
- B. In the performance of the contract, the vendor shall comply with all applicable federal and state regulations governing the provision of telecommunications relay service.
- C. In the performance of the contract, the vendor shall comply with all OSHA standards and Fair Labor Standards Act requirements, as well as all applicable state laws and regulations governing employee safety and employee compensation.
- D. Except as provided in this paragraph, the vendor shall not enter into any agreement with a subcontractor for the performance of the primary purposes of this contract: the provision of relay service and outreach. The use of subcontractors to directly provide relay service and outreach is permitted only with Board approval. The vendor shall be fully responsible for the quality of relay service and outreach provided. The vendor may, pursuant to the limitations specified in this paragraph, enter into agreements with subcontractors for the

performance of such services as janitorial service, security, and computer programming without Board approval, although the vendor remains fully responsible for the quality of relay service and outreach provided. The Board reserves the right to approve all subcontracts entered into by the vendor for the purpose of completing the provisions of the contract. All such subcontractors shall be procured with adequate attention to the principles of competition and quality of workmanship. All records relating to subcontracts shall be available for audit or examination as stipulated in paragraphs 5.10.E and 5.10.F below. All restrictions, obligations, and responsibilities of the vendor under this contract shall also apply to the subcontractors. The Board shall have the right to request the removal of a subcontractor from the contract for good cause.

- E. The vendor shall retain all books, records, and documents relating to this contract throughout the term of the contract and for a period of at least five years following the date of final payment, or completion of any required audit, whichever is later. This obligation survives the termination of this contract.
- F. The vendor shall permit Board staff or the Board's authorized representative, the Auditor of the State of Iowa, or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States Government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically created and stored records of the vendor relating to this contract, wherever located. The vendor shall not impose a charge for audit or examination of the vendor's books, documents, papers, and records.
- G. The vendor, its employees, agents, and subcontractors, shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The vendor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this contract.
- H. If the vendor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the contract, and for any default of such activities and obligations.
- I. Except as provided herein, the vendor shall provide and pay for all labor, materials, equipment, utilities, and telecommunications services necessary for the proper execution and completion of the contract, whether temporary or permanent.

- J. The vendor warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

5.11 INSURANCE

- A. The vendor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the vendor's expense, insurance covering its work during the entire term of this contract and any extensions. The vendor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the vendor's performance of this contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Board shall be named as additional insureds or loss payees, or the vendor shall obtain an endorsement to the same effect, as applicable.
- B. Unless otherwise requested by the Board in writing, the vendor shall cause to be issued the insurance coverages set forth below.
1. General Liability (including contractual liability) written on an occurrence basis
 - General Aggregate - \$3 Million
 - Product/Completed Operations Aggregate - \$1 Million
 - Personal Injury - \$1 Million
 - Each Occurrence - \$1 Million
 2. Automobile Liability (including any auto, hired autos, and non-owned autos)
 - Combined Single Limit - \$1 Million
 3. Excess Liability, Umbrella Form
 - Each Occurrence - \$10 Million
 - Aggregate - \$10 Million
 4. Workers Compensation and Employer Liability – As required by Iowa law
 5. Property Damage
 - Each Occurrence - \$1 Million
 - Aggregate - \$2 Million

- C. All insurance policies required by this contract shall remain in full force and effect during the entire term of this contract and any extensions and shall not be canceled or amended except with the advance written approval of the Board. The vendor shall submit certificates of insurance, which indicate coverage and notice provisions as required by this contract, to the Board upon execution of this contract. The certificates shall be subject to approval of the Board. The insurer shall state in the certificate that no cancellation, material change, reduction of coverage, or non-renewal of the insurance will be made without at least thirty (30) days' prior written notice to the Board. The vendor shall name the Board as an additional insured. Approval of the insurance certificates by the Board shall not relieve the vendor of any obligation under this contract.

5.12 BOARD'S DUTIES

- A. Based on the minutes of service from the preceding calendar month, which must be reported to the Board by the 21st day of the following month, the Board shall pay the vendor the appropriate amount calculated using the vendor's approved proposal prices, subject to any offsets for liquidated damages or other adjustments permitted under the contract.
- B. The Board shall monitor and review the vendor's performance under this contract to ensure compliance with the contract and applicable law regarding the provision of telecommunications relay service.
- C. The Board shall have no other duties under this contract.

5.13 PERFORMANCE BOND

The vendor shall post a performance bond in an amount equal to \$500,000 and provide a copy of the bond to the Board within ten (10) days of the date the Board issues its notice of intent to award the contract. Failure on the part of the vendor to furnish the bond in the time stated shall be cause for consideration by the Board to void the award. The vendor shall pay the cost of the bond. In the event that the vendor or any subcontractor or any officer, director, employee or agent of the vendor or any subcontractor or any parent or subsidiary corporation of the vendor or any subcontractor fails to fully and faithfully perform each material requirement of this contract, including without limitation the vendor's obligation to indemnify the Board and pay damages to the Board, the performance bond shall be forfeited to the Board. The bond shall be in a form customarily used in the telecommunications industry and that is acceptable to the Board. The bond shall be written by a surety authorized to do business in Iowa and that is acceptable to the Board. The bond shall be in effect at all times during the term of this contract and any extensions and for one (1) year following conclusion of the contract. The vendor warrants that it will maintain the required

performance bond coverage as described herein without any lapse in coverage. A lapse of the bond will be a material breach of the contract and shall be considered cause for the Board to declare the vendor in default under this contract.

5.14 SAFETY OF PERSONS AND PROPERTY

- A. The vendor shall not commence any work until it has obtained insurance approved by the Board, nor shall the vendor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained and approved.
- B. The vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to all employees on the job site and all other persons who may be affected thereby and the public.
- C. During the course of performing the service necessary to satisfy the requirements of the request for proposal, the vendor shall comply with all applicable state and federal safety and health requirements and is fully liable for public and private protection while work is in process.

5.15 REQUIRED PROVISIONS

In the event the Board accepts the vendor's proposal, the following provisions shall be a part of the final contract. These provisions are not negotiable. Failure to accept any of these provisions shall result in the rejection of the proposal:

- A. The contract shall be governed by and interpreted in accordance with the laws of the State of Iowa without regard to the choice of law provisions of Iowa law. Any action relating to this contract shall only be commenced in the Polk County District Court for the State of Iowa, Des Moines, Iowa, if state jurisdiction is proper. However, if jurisdiction is proper only in a United States District Court, any action relating to this contract shall only be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, including, without limitation, sovereign immunity in state or federal court that may be available to the Board or the State of Iowa.
- B. If any provision of the contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
- C. Failure of the State at any time to require strict performance of any provision of the contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

- D. The parties agree to execute any additional documents necessary to effectuate the contract.
- E. The vendor shall not assign its obligations under the contract without the prior express written permission of the Board. For the purpose of construing this clause, a transfer of a controlling interest in the vendor shall be considered an assignment.
- F. All customer-specific information acquired or developed by the vendor in providing relay service under the contract that relates to the provision of relay service in Iowa shall be the property of the Board.
- G. During a transition to service by a new vendor at the conclusion of the contract, the vendor shall transfer ITRS customer profile data to the incoming ITRS vendor. Such data must be disclosed in usable form at least 60 days prior to the vendor's last day of service under this contract. Such data may not be used for any purpose other than to connect the ITRS user with the called parties desired by that user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.
- H. At the conclusion of this contract, in the event a new vendor is selected to provide relay service in Iowa, the vendor will cooperate fully with the Board and the new vendor to accomplish a seamless transition. The vendor agrees to extend its best efforts in accomplishing that goal.
- I. The parties acknowledge that the services provided under this contract are subject to legislative change by either the federal or state government. Should this occur, the vendor shall not hold the Board liable in any manner for the resulting changes. If there is a legislative change that requires modification of this contract, the Board will notify the vendor in writing. The Board and the vendor shall negotiate in good faith to agree upon changes to the contract to address the legislative change. If requested, the vendor shall provide sufficiently detailed actual cost support information acceptable to the Board regarding any change in contract price the vendor alleges is due to the legislative change to enable the Board to determine the basis for the proposed change in contract price. Nothing in this paragraph shall affect or impair the Board's right to terminate the contract pursuant to the termination provisions of this contract.
- J. The status of the vendor shall be that of an independent contractor. The vendor, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the Board, the State of Iowa or any agency, division, or department of the state. Neither the vendor nor its employees shall be considered employees of the Board or the State of Iowa for federal or state tax purposes. The Board will not withhold taxes on behalf of the vendor.

- K. Nothing in this contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind between the Board and the vendor. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this contract.
- L. If the contractor is a joint entity consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this contract, and for any default of activities and obligations.
- M. Each party to this contract represents and warrants to the other party that: it has the right, power, and authority to enter into and perform its obligations under this contract; it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this contract, and this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- N. All the terms, provisions, and conditions of this contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- O. This contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this contract. All obligations of the Board and the vendor incurred or existing under this contract as of the date of expiration, termination, or cancellation will survive the expiration, termination, or cancellation of this contract.
- P. Should the vendor fail either to include in the quoted price, or to deliver to the Board, any components or features that are necessary to perform as proposed in the response to the RFP, the vendor shall be required to provide them at the vendor's own expense.
- Q. The vendor shall indemnify and hold harmless the Board, the Dual Party Relay Council, the State and its officers, employees, and agents from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Board's attorneys and the costs, expenses, and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Board, related to or arising from: any breach of this contract; any negligent, intentional, or wrongful act or omission of the vendor or any agent or subcontractor used or employed by the vendor; the vendors' performance or attempted performance of this contract; any failure by the vendor to comply with the compliance with the law provisions of this contract; any failure by the vendor to make all reports, payments, and withholdings required by

federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the vendor to conduct business in the State of Iowa; or any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right. The vendor shall indemnify and hold harmless the Board, the Dual Party Relay Council, the State and its officials, agents, and employees from and against any and all claims by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or a subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts. This indemnification obligation shall survive the termination of this contract.

- R. There shall be no substitution of materials or services specified without the prior written consent of the Board.
- S. The vendor shall be responsible for the performance of any subcontractors that are used.

5.16 EXECUTION

The parties agree that this contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this contract and have caused their duly authorized representatives to execute this contract.

For the Iowa Utilities Board:

_____ (date)
Title: _____

For (the vendor):

_____ (date)
Title: _____