



Iowa Utilities Board

**REQUEST FOR PROPOSALS FOR
IOWA TELECOMMUNICATIONS RELAY SERVICE
AND CAPTIONED TELEPHONE RELAY SERVICE**

NOTICE TO VENDORS

The Iowa Utilities Board

will be receiving sealed written proposals until 4:30 p.m. on **June 30, 2016**, for the provision of statewide Telecommunications Relay Service and Captioned Telephone Relay Service and associated outreach.

Late proposals will not be considered.

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

Chief Operating Officer
Iowa Utilities Board
1375 E. Court Ave., Rm. 69
Des Moines, IA 50319
Cecil.Wright@iub.iowa.gov
and
Trisha.Quijano@iub.iowa.gov

**STATE OF IOWA
IOWA UTILITIES BOARD**

**REQUEST FOR PROPOSALS FOR
IOWA TELECOMMUNICATIONS RELAY SERVICE AND
CAPTIONED TELEPHONE RELAY SERVICE**

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CHAPTER 1
ADMINISTRATIVE PROVISIONS

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ADMINISTRATIVE PROVISIONS

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 required by Iowa Code § 477C.3 (2015), called Iowa Telecommunications Relay Service (ITRS or Relay Iowa); statewide captioned telephone relay service (CTRS or CapTel Relay); and associated outreach services for ITRS and CTRS.

The Iowa Utilities Board (Board) has administered Relay Iowa since its inception in 1992 pursuant to Iowa Code chapter 477C. The Board has administered CTRS in Iowa since January 1, 2007. The current Relay Iowa contract expires on December 31, 2016. The current CTRS contract also expires on December 31, 2016. Since CTRS is now a mature service, the Board intends to combine the ITRS and CTRS contracts into a single contract with a single vendor to provide ITRS, CTRS, and associated outreach services. The Board is seeking proposals from vendors to provide the ITRS, CTRS, and associated outreach services discussed in this RFP in Iowa following the expiration of the current contracts. Therefore, the Board does not intend to extend the current contract for CTRS for the additional possible two-year period as discussed in current CTRS contract section 5.2.A.

Links to the Iowa Code and the Board rules at 199 Iowa Administrative Code (IAC) Chapters 1 through 45 are contained on the Board's website at <https://iub.iowa.gov>.

Relay Iowa is the name of the Iowa telecommunications relay service program that allows persons who are deaf, hard-of-hearing, or have difficulty speaking to place and receive telephone calls. ITRS uses specially trained Communications Assistants (CAs) to enable Relay Iowa users and non-users to communicate on the publicly switched telecommunications network.

CTRS is an enhanced form of voice carry over (VCO) relay service that uses captioned telephone (CapTel) technology and specially trained CAs to enable CapTel and non-CapTel users to communicate on the publicly switched telecommunications network. A typical user of a captioned telephone has the ability to speak, some residual hearing, and can both listen to what is said over the telephone and read captions on the captioned telephone's text display for clarification.

If a one-line captioned telephone is used, captions and voice are provided across one telephone line. When a two-line captioned telephone is used, a

conversation is carried on one line and captions are provided on a second telephone line.

This RFP is designed to provide vendors with the information necessary to prepare 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.

Proposals must demonstrate that the vendor is able to meet or exceed all operational, technical, and functional minimum standards contained in 47 U.S.C. § 225 and the Federal Communication Commission (FCC) regulations for the provision of telecommunications relay services at 47 C.F.R. §§ 64.601-64.606.

- 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, 2017, and ending on December 31, 2019, with one possible additional three-year extension at the sole discretion of the Board.
- D. The average monthly ITRS conversation minutes of service for calendar year 2015 was 6,896. Average monthly minutes of service include all calls made to Relay Iowa. The average includes all billable, interstate, and international minutes.

The Relay Iowa annual usage from calendar years 2011-2015 has been as follows:

- 2011 168,037 billable minutes
- 2012 129,026 billable minutes
- 2013 101,869 billable minutes
- 2014 83,205 billable minutes
- 2015 66,375 billable minutes

The projected billable minutes of service for Relay Iowa for the period January 2016 to December 2016 are 51,109.

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

The Captioned Telephone Relay Iowa annual usage from calendar years 2011-2015 has been as follows:

- 2011 364,662 billable minutes
- 2012 372,916 billable minutes
- 2013 361,791 billable minutes
- 2014 333,092 billable minutes
- 2015 284,932 billable minutes

The billable minutes listed in this paragraph are intrastate "conversation 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, FCC 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 or CapTel 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 or CapTel 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 28, 2016

The RFP will be posted on the Board's website, <https://iub.iowa.gov>. A link to the RFP will be posted on the Iowa Department of Administrative Services website, <http://bidopportunities.iowa.gov>. Pursuant to Iowa Code § 73.16(2), the Board will post notice of the RFP on the Iowa targeted small business procurement notice website 48 hours before issuing the RFP.

B. Vendors notify the Board of request to receive notices....May 12, 2016

Vendors who wish to receive notifications, answers to questions, and amendments regarding this RFP must notify the Board's Chief Operating Officer, 1375 E. Court

Ave., Room 69, Des Moines, Iowa 50319-0069, Cecil.Wright@iub.iowa.gov, with a copy to Trisha.Quijano@iub.iowa.gov, in writing no later than 4:30 p.m. on May 12, 2016. Email correspondence is considered to be an acceptable written form. 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 12, 2016

Vendors may submit written questions and requests for clarification concerning this RFP only to the Board's Chief Operating Officer. Questions may not be directed to any other Board staff. Vendor questions and requests must be received by the Chief Operating Officer, with a copy to Ms. Quijano, no later than 4:30 p.m., May 12, 2016. Email correspondence is considered to be an acceptable written form. Oral questions will not be permitted. If the questions or requests for clarification relate to a specific section of the RFP, the vendor must refer to the specific page and section number.

D. Board's written response to questions.....May 24, 2016

The Board will prepare a written response to all pertinent questions and requests for clarification submitted by vendors in accordance with paragraph "C." The written response will be considered part of this RFP. This response will be posted on the Board's website and emailed to all vendors who requested notification by the deadline of May 12, 2016. A link to the response will also be posted on the Iowa Department of Administrative Services website, <http://bidopportunities.iowa.gov>. The Board assumes no responsibility for verbal representations made by its employees unless such representations are confirmed in writing and specifically incorporated into this RFP.

E. Proposals due to the Board.....June 30, 2016

Proposals must be addressed to:

Cecil Wright
Chief Operating Officer
Iowa Utilities Board
1375 E. Court Ave., Room 69
Des Moines, Iowa 50319-0069
Cecil.Wright@iub.iowa.gov, and Trisha.Quijano@iub.iowa.gov

To be considered, proposals must be received by the Board's Chief Operating Officer on or before 4:30 p.m., June 30, 2016. Proposals received after the specified date and time will not be considered. 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. **Vendors must submit the number of copies of their proposals specified in Section 3.1 of this RFP.**

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, subject to execution of a written contract (intent to award). See Iowa Code § 72.3.

F. Board issues notice of intent to award on or about...September 20, 2016

On or about September 20, 2016, 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 notice of intent to award will be posted on the Board's website.

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 vendor's alternative solutions (if any) that the Board approves and disapproves. The vendor must negotiate contract terms related to any approved vendor alternative solutions in good faith. The contract cannot be awarded until the Board and the selected vendor agree regarding the alternative solutions.

Once the Board issues its notice of intent to award the contract, all proposals will be considered public information unless the submitting vendor requests confidentiality in conformance with RFP Section 1.14 and 199 IAC 1.9, and the proposal meets the requirements for confidentiality in Iowa Code chapter 22. Vendors must file such requests for confidentiality with their proposals.

G. Contract execution

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 notice of intent to award is issued. If the apparent successful 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, 2017

The selected vendor shall begin to provide service under the contract on January 1, 2017.

1.4 CONTACT PERSON

- A. All inquiries concerning this RFP must be submitted in writing to the Board's Chief Operating Officer at the following address:

Cecil Wright
Chief Operating Officer
Iowa Utilities Board
1375 E. Court Ave., Room 69
Des Moines, Iowa 50319-0069
Cecil.Wright@iub.iowa.gov and Trisha.Quijano@iub.iowa.gov

Vendors may not make inquiries to any other Board staff. Oral explanations or instructions given are not binding unless such representations are confirmed in writing and specifically incorporated into this RFP. Email correspondence is considered to be an acceptable written form.

- B. Only written communications agreed to by the Board are binding on the Board.
- C. The State of Iowa 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 or the contract. All requests for clarification shall be submitted in writing as provided in RFP section 1.3.C.

1.5 PREPARATION OF THE PROPOSAL

- A. The official proposal must be in writing. The format and the instructions in RFP Chapter 3 shall be followed.
- 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 Chief Operating Officer as provided in RFP section 1.3.B of their interest in receiving notifications regarding this RFP. Any addendum will be posted on the Board website.

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, CapTel 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

With its technical proposal, the vendor shall include a letter in which the vendor certifies 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 the 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 the vendor and the Board that interferes with fair competition or constitutes a conflict of interest.

1.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

With its price proposal, the vendor shall include a letter in which the vendor certifies 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 is the person responsible within the vendor's organization for the decision as to the prices being offered, or is 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 sections 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 4:30 p.m. 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 has properly requested 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 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.

To have material held confidential by the Board, 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. Requests for confidential treatment shall not be filed using the Board's electronic filing system. Instead, the vendor shall file an original and three (3) copies of the request at the same time the vendor's proposal is submitted.

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 rule 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. See RFP section 3.1.D for instructions on preparing confidential and public versions of the vendor's proposal.

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 Chapter 3 of the RFP. The decision will be made by the Board with the advice of the Dual Party Relay Council. The Dual Party Relay Council advises the Board on all matters concerning relay service pursuant to Iowa Code § 477C.5.

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 or Council member's act, vote, opinion, judgment, decision, or exercise of discretion with respect to that employee or Council member's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.

1.17 ALTERNATIVE SOLUTIONS

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. If the vendor offers an alternative solution, the vendor must refer to the specific RFP page and section and offer alternative language for its alternative solution. Both the RFP solution and the alternative solution must be clearly identified as such.

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 bidders 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.

1.18 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.

1.19 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. If requested by the Board, 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 to facilitate 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.

1.20 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 proposals, or for any other associated costs.

1.21 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.

1.22 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 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 contract, with terms and conditions acceptable to the Board, has been fully executed by the successful vendor and the Board.

1.23 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.

1.24 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 goods and 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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TECHNICAL REQUIREMENTS

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 minimum level of service that may be proposed to the Board. Any proposal not meeting or exceeding all these minimum 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). Captioned Telephone Relay Service (CTRS or CapTel Relay) is an enhanced form of voice carry over (VCO) relay service that uses captioned telephone (CapTel) technology and captioning service. The successful vendor shall provide ITRS, CTRS, and associated outreach services as specified in the RFP and contract. The ITRS and CTRS services 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 applicable Federal Communications Commission (FCC) regulations at 47 C.F.R. §§ 64.601 through 64.606. ITRS service standards and vendor performance must be sufficient to allow the Board to receive and maintain certification of the ITRS from the FCC.

Should new or increased standards be mandated during the contract term, the successful vendor will notify the Board at least 90 days in advance of implementation. Formal Board approval of proposed cost increases will be necessary. For the balance of the contract term (option years included), the vendor will bill the State only for the vendor's incremental costs to implement the new standards in Iowa. The vendor will identify its incremental costs to implement new standards in Iowa, will demonstrate how the costs charged to Iowa compare to those charged to other states under contract with the vendor, and will disclose any increased costs being passed on to the vendor by its subcontractors.

The proposal must demonstrate that the vendor is able to meet or exceed all operational, technical, and functional minimum standards contained in 47 U.S.C. § 225 and the FCC regulations for the provision of telecommunications relay services at 47 C.F.R. §§ 64.601-64.606, and the requirements of Iowa Code § 477C.3(2). The proposal shall include a comprehensive description of how the vendor proposes to provide ITRS and CTRS that meet each applicable requirement.

The proposal shall include a price for ITRS based upon the charge per conversation minute of service and a price based upon the charge per session minute of service. The proposal shall also include a price for CTRS based upon the charge per conversation minute of service and a price based upon the charge per session minute of service. The proposal shall also include a price for Visually Assisted Speech-to-Speech service based upon the charge per session minute of service.

The proposal shall estimate ITRS and CTRS usage levels for Iowa, each expressed in terms of both conversation minutes and session minutes used per month, for the life of this contract. The proposal shall also estimate Visually Assisted Speech-to-Speech usage levels for Iowa, expressed in terms of session minutes used per year, for the life of this contract. Each proposal shall explain the basis of the estimates.

The contract shall be in effect from January 1, 2017, through December 31, 2019, and the Board shall have the discretion to offer the vendor the option of renewing the contract for one additional three-year period.

2.3 FACILITIES AND EQUIPMENT

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

With regard to TTY-based relay service only, telecommunications equipment, including station terminals, must be capable of receiving and transmitting in both Baudot and ASCII format. The vendor must also provide the service feature known as "Turbo Code" or a functional equivalent, to users with the capability of using that feature.

The system shall be capable of receiving and processing Automatic Numbering Identification (ANI) data for automated recordkeeping and billing. The telecommunications equipment must be capable of sending and receiving Dual Tone/Multi-Frequency (DTMF) signals.

The proposal shall demonstrate the vendor's capability to adapt to improvements in telecommunications relay and captioned telephone relay technology and to implement state-of-the-art technology in providing service.

The vendor shall explain whether it expects significant changes in ITRS and CTRS 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 applicable standards and handle the types of calls and projected call volumes over the life of the contract.

The proposal must demonstrate the vendor has the capability to meet potential long-term changes in call volume and short-term "spikes" of increased calls. The proposal shall describe in detail how the vendor will handle such long-term changes and unexpected surges in traffic.

2.4 NETWORK ACCESS

A. Design

The vendor shall design the ITRS and CTRS to provide users with network access that is functionally equivalent to that available to persons without communication impairments. The successful vendor shall design the ITRS and CTRS to handle call procedures and traffic consistent with the essentials outlined in this section during the life of the contract. The successful vendor shall provide statewide service 24 hours a day, every day of the year, in accordance with system requirements and performance standards identified in the RFP, contract, and applicable state and federal law. In each proposal, the vendor shall demonstrate how its system will satisfy these design elements.

All transmission circuits shall meet or exceed any FCC and Board performance standards for signal loss and noise.

The proposal shall provide a narrative description of 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 projected call volume information requested in RFP section 2.2.

ITRS and CTRS users must be able to select their carrier of choice. The vendor shall explain how it will inform users of the need to designate a long distance carrier for long distance calls and the consequences of not making such a designation, including identification of the default long distance carrier.

The proposal shall explain the efforts the vendor will make to encourage interexchange carriers to interconnect with ITRS and CTRS.

The proposal shall explain how the vendor will handle "undetermined minutes" (calls where the jurisdiction cannot be determined), how often this occurs, and how and why the vendor's method fairly allocates these costs to the State of Iowa.

The vendor shall propose toll-free numbers or equivalent network access for ITRS 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 and separate toll-free numbers for:

- voice
- TTY
- voice carry-over (VCO)
- Spanish relay
- Speech-to-Speech (STS)
- Visually Assisted Speech-to-Speech (VA-STS), and
- English and Spanish customer service.

The state currently has six toll-free numbers assigned to the ITRS: voice, TTY, VCO, Spanish relay, STS, and English customer service. Numbers assigned to ITRS 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.

The proposal shall explain how the vendor's service will accommodate both one-line and two-line CapTel Relay. There shall be no difference in the price charged by the vendor for one-line and two-line CapTel Relay.

Access to CapTel Relay for CapTel phone users shall be provided directly and automatically. Access to CapTel Relay for non-CapTel phone users shall be provided via a toll-free number. The proposal 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. Vendors shall explain whether they need more than one toll-free number.

The State of Iowa will pay for Iowa intrastate CapTel calls made or received by CapTel users who are residents of Iowa. If a CapTel user permanently moves out of Iowa, the State of Iowa will no longer pay for calls made or received by the CapTel user. Vendors shall explain how this will be accomplished.

B. Intrastate Calling

Intrastate calling shall be provided, including:

- local calls,
- intraLATA toll calls,

- intraLATA interstate calls which, if the relay center or CapTel 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.

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. Such interconnection shall be 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. Such interconnection shall be 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 that have special prefixes which would normally be provided by telecommunications carriers to users in that calling area.

F. Access to Directory Assistance Services

ITRS and CTRS shall allow users to access local and intrastate directory assistance as part of the contract price.

G. Access to Local Exchange Company Non-Basic Services

The proposal shall explain how the vendor will provide access that enables the relay or CapTel Relay user to use local exchange non-basic services on calls completed through the ITRS or CTRS. 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. Telephone Directories and Online Telephone Directories

The proposal shall explain how the vendor will work with local telephone companies to ensure accurate and complete ITRS and CTRS information is included in telephone directories throughout Iowa, including online directories.

I. Access to Audiotext, Interactive Voice Response Units and Answering Machines

The proposal shall describe how the vendor can capture any or all of these types of verbal communications to allow them to be accurately received and transmitted by the CA. The vendor shall describe how access to answering machine and voice mail message retrieval systems will be provided.

J. Speed Dialing

The proposal shall describe how the vendor will provide speed dialing services and whether there are any limitations on speed dialing capabilities.

K. Use of Recorded Messages at Relay and CapTel Relay Centers

Recorded messages shall not be used at Relay and CapTel Relay Centers except for a brief recorded message at the start of an ITRS or CTRS call and appropriate recorded messages in the case of system failure. Each proposal shall identify the text of any recorded messages used and shall explain the circumstances in which the messages will be used.

2.5 USER BILLING

A. Charges for Services

There shall be no charge to users of the ITRS or CTRS for using the service. Applicable long distance rates apply for ITRS and CTRS long distance calls, but those rates may be no greater than what the customer would otherwise pay if not using the ITRS or CTRS.

B. Call Billing Record

The proposal must specify the system the vendor will use to identify and document long distance and toll calls for billing purposes. The call billing record shall be functionally equivalent to that of non-ITRS and non-CTRS 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, 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 proposal shall explain how the vendor will provide for charges for collect calls, person-to-person calls, and calls charged to a third party. The vendor's ITRS and CTRS must be capable of handling pay-per-call (900-number) calls. The vendor must provide for billing to all telecommunications carrier 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 and CapTel Relay service must be designed to meet the following reliability specifications and the proposal must explain how the vendor will do so.

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 preventive maintenance without taking the system off line, and an inventory of spare critical components (to be defined by the vendor) maintained on site.

C. Intercept Messages

The vendor shall provide appropriate intercept messages if a system failure occurs within the relay switch or network. Voice, TTY, and captioned messages shall be provided. The vendor shall give examples of intercept message content in the proposal. Minutes of use attributed to accessing these messages shall not be included in billable minutes.

D. Alternate Facilities

The vendor shall provide, in the case of a failure of any portion of the ITRS or CTRS, alternate circuits, equipment, staff, etc., in order to continue to provide ITRS and CTRS for Iowa until suitable repairs or replacements can be made. The vendor shall describe the parameters under which ITRS and CTRS 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. The proposal shall specify whether there are any portions of the ITRS or CTRS for which there currently are no alternate facilities available and when an alternative facility is expected to be available.

Full traffic reporting pursuant to RFP section 2.11.A shall be maintained during any use of alternate facilities.

The proposal shall include information stating whether any of the vendor's telecommunications relay centers or captioned telephone relay centers have been down during the past five years. If any have, the proposal shall include an explanation of the circumstances and shall state whether the vendor was able to cover all telecommunications relay calls and captioned telephone relay calls by routing calls to other call centers.

E. Disaster Recovery Plan

The proposal shall include the plans prepared by the vendor and its subcontractors 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. Disaster response 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 handling disasters which are not part of the network, but which may affect the network (e.g., a fire in a central office that serves the ITRS or CTRS); and/or other areas which the vendor considers important to address in a disaster recovery plan.

A primary requirement of the plan must be to notify the Board project manager immediately 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 and CapTel relay system is to provide ITRS and CTRS users access to the telephone network that is functionally equivalent to that of persons without communication impairments. To achieve that end, the relay system and CapTel Relay system must be monitored and managed carefully so they are always staffed and equipped to meet the following traffic standards. The vendor shall also commit to comply with all applicable requirements in 47 C.F.R. § 64.604 and any emerging FCC requirements for relay service and CTRS traffic and operations.

A. Usage

No restrictions shall be placed on the length or number of calls placed by customers through the relay centers and CapTel Relay centers.

B. Blockage Rate

Average daily blockage rate for all calls into the relay center and CapTel 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 and CTRS operation and reported to the Board on a monthly basis.

C. Answer Time

The vendor shall answer 85% 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 and CTRS operation and evaluated on a daily basis. Answer time shall be reported to the Board on a monthly basis.

The monthly maximum average for the daily average answer times for all calls into the relay center and CapTel 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 and CTRS operation and evaluated and reported to the Board 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 and CTRS operation and evaluated and reported to the Board on a monthly basis. No call to the ITRS or CTRS will be answered by a recorded message, for voice, TTY, or CapTel calls, except for the brief message provided at the start of an ITRS or CTRS call and as provided in RFP sections 2.4.K and 2.6.C. No call to the ITRS or CTRS will be put on hold or in queue. Only a continuous ringing or fast busy signal will be used.

2.8 STAFFING

A. Providing Qualified Staff

The proposal shall explain how the vendor will employ or subcontract to provide qualified staff to perform all functions and services relating to ITRS and CTRS required by this RFP and contract.

B. Minimum Qualifications for Communication Assistants (CAs)

CAs must meet the minimum qualifications required by 47 C.F.R. § 64.604. The proposal shall explain how the vendor will demonstrate that CAs meet these qualifications.

2.9 CALL HANDLING

- A. The proposal shall explain how the vendor's or its subcontractor's Communication Assistant call handling procedures will comply with 47 C.F.R. § 64.604.
- B. The proposal shall explain if and when a change of CA would be necessary and how such change would be handled.
- C. The proposal shall explain how the vendor's or its subcontractor's CAs will facilitate calls to voice processing systems, such as voice mail and answering machines, and to automated voice response systems.
- D. The proposal shall explain how the vendor or its subcontractor will comply with confidentiality requirements of 47 C.F.R. § 64.604(a)(2)(i).

The vendor shall collect only personal information necessary to provide and bill for the ITRS or CTRS being rendered. This information shall not be used for any other purposes.

- E. The proposal shall explain the method the vendor will use to allow identification of the CA in the event a complaint is filed or a user wants to praise the work of the CA.
- F. The proposal shall explain the procedures the vendor or its subcontractor will follow for relaying and referring ITRS and CTRS emergency calls. (For TTY calls, see requirements in 47 C.F.R. § 64.604(a)(4).) The procedures may address referring callers to emergency services and numbers other than 911.

2.10 INTERACTION WITH ITRS AND CTRS USERS

The proposal shall include sample ITRS and CTRS outreach materials and an explanation of how the vendor will provide the following user assistance and outreach services. The cost of these user assistance and outreach services is to be included in the per-minute prices for ITRS and CTRS.

A. User Assistance

The vendor shall provide ITRS and CTRS users with information on how to place an ITRS and CTRS call, suggestions on how to improve the efficiency of ITRS and CTRS calls, and information about new ITRS and CTRS functions and changes in the services.

B. Statewide Community Outreach

The vendor's proposal must explain how it will provide the following services.

1. The vendor shall implement a statewide community and business outreach program to educate lowans about ITRS and CTRS. The 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 outreach effort shall be tailored to effectively reach the targeted audience. Outreach materials must be targeted to both communication-impaired and non-communication-impaired lowans. The vendor shall work with local exchange companies to ensure that all telephone directories carry appropriate information about ITRS and CTRS. 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 budgeted amounts for paid advertising, explaining the purpose and procedures of ITRS and CTRS.
3. The vendor shall produce and initiate appropriate and geographically diverse public service announcements (PSAs) on electronic and print media concerning ITRS and CTRS. The vendor shall make those PSAs available to broadcast and cable television stations, radio stations, print media, and social 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 website for ITRS and CTRS. At a minimum, the website must provide the following information: a description of ITRS and CTRS; an explanation of how to use ITRS and CTRS; links to the Board's website and to the Board's Equipment Distribution Program website; ITRS and CTRS telephone numbers; contact information for the vendor, the vendor's program manager, and the Board's project manager; and an explanation of how to file a complaint regarding ITRS or CTRS.
5. The vendor's program manager shall be available via email.

6. The vendor shall make presentations to geographically and age-diverse groups of potential applicants, including persons who are deaf, hard-of-hearing, deaf-blind, and have difficulty speaking, 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 ITRS and CTRS users and their families. The vendor must provide or arrange for training for those persons requiring training to be able to use ITRS and CTRS effectively.
8. The vendor shall maintain regular contact with persons and agencies in a position to assist and refer potential ITRS and CTRS users including, but not limited to, the Department of Human Rights, deaf 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 Communications Alliance, hospitals, community organizations, major employers, veterans organizations, and medical providers.
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 CTRS and must provide recommendations to the Board on revisions.
11. The vendor shall provide ongoing training for Public Safety Answering Points (PSAPs) regarding how to handle ITRS and CTRS calls in emergency situations. The PSAP training must include deaf culture.
12. The vendor shall publicize its relay and CapTel Relay customer service telephone numbers.

C. User Input

ITRS and CTRS users shall have input on the quality of the delivery of services. The vendor shall develop a plan to include the users of the system in any evaluation of the ITRS and CTRS. An outline of this plan shall be included with the vendor's proposal. The plan must explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the relay and CapTel Relay centers. The evaluations shall not come from those directly or indirectly involved in

operating the relay or CapTel Relay centers or their corporate associates. This does not preclude the vendor from conducting additional internal evaluations that use relay or CapTel Relay staff. The results of this evaluation shall be reported annually to the Board and the Dual Party Relay Council.

D. Complaint Resolution

The proposal shall include the vendor's and any subcontractor's procedures regarding complaints, inquiries, and comments regarding ITRS and CTRS services and personnel. The procedures shall be described in appropriate printed outreach material. The proposal shall explain how the vendor and its subcontractor 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 proposal shall explain whether a caller to the relay or CapTel Relay center having a complaint will be able to reach a supervisor or administrator while still on line during an ITRS or CTRS call. If the vendor indicates a caller would not be able to reach a supervisor, the vendor shall explain how the caller would otherwise be able to make a complaint.

All complaints received by supervisors, either verbally or in writing, shall be documented, including their resolution, and kept on file and made 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 complaints must be submitted to the Board on a monthly basis.

E. Conflict of Interest

To avoid a conflict of interest or the appearance of a conflict of interest, the vendor and any subcontractor shall not utilize any ITRS or CTRS user information obtained from relay or CapTel Relay calls (or any other means) for any other purpose and shall not make any such information available for sale.

2.11 INTERACTION WITH THE IOWA UTILITIES BOARD

A. Traffic Reports

The vendor shall provide to the Board the following traffic reports on a monthly basis no later than 21 calendar days after the close of each month. These reports shall be provided in both printed and electronic form. More

frequent or more detailed ad hoc reports shall also be provided if requested by the Board. The proposal shall describe the vendor's capability to report traffic activity as it happens using automatic electronic production of such information. Late traffic reports are subject to reductions in payment pursuant to RFP section 5.5.G.

1. Reported by NPA (Numbering Plan Area), 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, reported to the nearest one-tenth of one percent.
4. Average daily and monthly number of calls in queue (caller is receiving a ringing signal while waiting to be answered by a CA), and the average length of time in queue.
5. Average daily and monthly length of call (reported to the nearest full 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. In the proposal, the vendor shall specify which increment would be used.
8. Number of CAs on duty by hour of day and day of week.

9. Number of local, intraLATA toll, intrastate interLATA, interstate intraLATA, interstate (if provided), and international (if provided) calls for the month.
10. Number of calls originated by TTY users, Speech-to-Speech users, Visually Assisted Speech-to-Speech users, VCO users, HCO users, Spanish users, CapTel users, and voice 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 or its subcontractor implements specific procedures outlined for emergency calls that include documentation of those calls. However, to protect user confidentiality, details recorded on any emergency incident form are to be kept in secured files and only disclosed to the authorities pursuant to court order.
12. The proposal shall include information on the vendor's capability to provide ad hoc reports as requested by the Board. Such requests may be for new information in the vendor's system's database or new formats for reporting existing information.

The proposal shall include a sample of the reporting formats the vendor will use to provide the traffic information specified above.

B. Invoices

The vendor shall include a sample invoice in its proposal. The vendor shall bill the Board to the nearest tenth (1/10) of a minute. The vendor shall charge the same rate for one-line and two-line CapTel Relay service. 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. 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.

D. Evaluation Reports

The vendor shall report annually to the Board the results of the user evaluations conducted pursuant to RFP section 2.10.C.

E. Outreach Plan and Reports

The vendor shall develop an annual outreach plan and provide it to the Board and the Dual Party Relay Council no later than January 21st of each calendar year. The Board 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 the 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.

F. Usage Summary Reports

No later than 21 days following the end of each calendar month, the vendor shall provide a monthly summary report to the Board regarding the usage of ITRS and CTRS. The report is to be in electronic format and the vendor shall also provide one printed copy to the Board. 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 ITRS and CTRS calls, such as general assistance and busy/no answer
- Percentage of calls by method
- 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, and
- A pie chart showing percentage of calls by method.

G. Annual Reports

By March 1st of the following year, the ITRS and CTRS Program Manager shall submit an annual report to the Board. The annual report shall be provided in electronic format, plus one printed original and 15 printed 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 ITRS and CTRS calls, such as general assistance and busy/no answer
 - Percentage of calls by method
 - 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
 - A pie chart showing percentage of calls by method
 - 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, and
- Any other relevant information.

H. Program Manager

The vendor shall designate a program manager for ITRS and CTRS to serve until the expiration of the contract or the designation of a substitute program manager. The Board reserves the right to disapprove the vendor's designation of a program manager. The program manager shall maintain an office in Iowa. The program 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 program 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 program manager if awarded the contract, and shall describe the person's qualifications, experience, education and training. The vendor's proposal shall also identify the town in Iowa where it will maintain an office if awarded the contract.

I. Coordination with the Dual Party Relay Council

The vendor shall designate a representative to attend meetings of the Iowa Dual Party Relay Council. The representative shall make presentations at Council meetings regarding ITRS and CTRS 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 Dual Party Relay Council concerning new technology and information regarding ITRS and CTRS as described in RFP section 2.15.

K. State Certification

The vendor shall provide information required for the Board to obtain renewal of its certification of ITRS pursuant to Federal Communications Commission requirements.

2.12 PLAN FOR SERVICE START-UP

In the proposal, 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 OR DECREASE IN DEMAND

In the proposal, the vendor shall demonstrate that it and its subcontractors are capable 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.

If the vendor thinks it is likely there will be a decreasing demand for telecommunication relay services and/or captioned telephone relay services, the proposal shall include an explanation of why the vendor thinks it is likely demand will be reduced and an estimate of the declining numbers of minutes of use for each relay service. If the vendor thinks usage will decline, the vendor shall develop and illustrate in its proposal a detailed plan of how the vendor will address declining usage while still meeting all traffic and operational standards for service.

The proposal shall demonstrate that the service delivery procedures chosen by the vendor will 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.

2.15 NEW TECHNOLOGY

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

In addition, the vendor's proposal must describe the methodology and process it will use to keep abreast of improvements in the provision of relay service and captioned telephone 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. The vendor must commit that if it offers such enhancements, it will provide a detailed explanation of the basis for any associated price proposal.

2.16 TRANSITION AT CONTRACT CONCLUSION

The Board has a duty to provide dual party relay service on a continuous basis pursuant to Iowa Code § 477C.3. It is critically important that at the conclusion of this contract, in the event a new vendor is selected to provide ITRS and CTRS in Iowa, the vendor shall 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 and CapTel Relay service under the contract that relates to the provision of relay service and CapTel 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 vendor shall provide the information to the Board in a timely manner, in order to allow the new vendor to use the information to serve Iowa relay service and CapTel Relay service customers.

CHAPTER 3
PROPOSAL FORMAT AND EVALUATION

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PROPOSAL FORMAT AND EVALUATION

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. Proposals shall not be filed using the Board's electronic filing system. Instead, the vendor must file one original and eight (8) printed copies of the technical proposal and the price proposal, and must also file one original and three (3) compact disc (CD)/digital video disc (DVD) copies of the technical proposal and the price proposal with the Board. The large number of copies is necessary because the evaluation process will involve the three-member Board, the 11-member Dual Party Relay Council, and several Board staff. The vendor must also email a copy of its proposal to the Board's Chief Operating Officer at Cecil.Wright@iub.iowa.gov, with a copy to Trisha.Quijano@iub.iowa.gov. The emailed copy must be sent as an attachment in Portable Document Format (PDF). The maximum file size the Board's system can accept is 20 MB, which must include both the email text and all attachments, but the Board suggests that files be somewhat smaller when emailed. If the vendor's proposal and accompanying email text is larger than 20 MB, the vendor must break its proposal into several files so that each file is smaller than 20 MB in order to email its proposal to the Board's Chief Operating Officer. The vendor shall identify the number of files it is sending in the cover emails accompanying its proposal. The vendor must identify a contact person the Board may call if there is a problem receiving the emailed proposal.
- 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 AND
CAPTIONED TELEPHONE 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) printed 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, the vendor must comply with the requirements in RFP section 1.14 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 identify specifically where information is given, the proposal may be considered non-responsive for each such question.
- H. Printed copies of the technical proposal and attachments shall be presented as an organized, bound (such as 3-ring binder) unit 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. If the Board selects the vendor's proposal, the vendor shall 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).

If the vendor failed to either include in the price or deliver to the Board any component necessary to perform the services as required in the RFP, the vendor shall 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 ITRS and CTRS 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 alternative solutions the vendor may have included in the proposal, the vendor will execute a binding contract substantially similar to RFP Chapter 5 if awarded the contract by the Board. 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, email address, and telephone number. The vendor shall identify a person or persons, including address, email address, and telephone 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 RFP section 1.14 and Board rule 199 IAC 1.9 by filing a separate request for confidential treatment. If the vendor has done so, the transmittal letter shall contain the name, address, email address, and telephone number of the person authorized to respond to the Board about the confidential nature of the information. The transmittal letter must state whether or not the vendor has filed a separate request for confidential treatment pursuant to 199 IAC 1.9.

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 Chapter 4 shall be used.
- C. Table of Contents. Each proposal shall contain a detailed table of contents listing page numbers for all sections and subsections.

- 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 ITRS, CTRS, and outreach.
- E. Vendor Alternative Solutions to the RFP, if any, as provided in RFP section 1.17. If the vendor includes 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 RFP Chapter 2 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. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor at the sole discretion of the Board. Proposals must demonstrate that the vendor is able to meet or exceed all operational, technical, and functional minimum standards contained in 47 U.S.C. § 225 and the FCC regulations for the provision of telecommunications relay services at 47 C.F.R. §§ 64.601-64.606.
- G. Background Information. The vendor shall provide the following general background information:
1. Name, address, telephone 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 (for example, 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, including those of any subcontractors.
 4. Local office address, telephone number, and email address.
 5. Type of business, number of employees, and number of employees involved in providing relay services, CapTel Relay services, and associated outreach services, and an organizational chart for the employees providing relay services, CapTel Relay services, and relay and CapTel outreach services.

6. Name and qualifications of any subcontractors who will be involved with this project.
 7. Vendor's accounting firm.
 8. The vendor awarded the contract 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 of experience providing telecommunications relay service, captioned telephone relay service, and outreach for telecommunications relay service and captioned telephone relay service.
 3. Describe the level of technical experience in providing telecommunications relay service, captioned telephone relay service, and outreach for telecommunications relay service and captioned 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 telecommunications relay service, captioned telephone relay service, and outreach for telecommunications relay service and captioned telephone relay service, and a contact person, address, email address, and telephone number for each reference.

The letters of reference shall be sent directly to the Chief Operating Officer of the Iowa Utilities Board, Mr. Cecil Wright, and shall not be part of the proposal contents. However, the vendor shall provide contact information for each reference in the proposal and must state it has instructed its references to send their letters directly to the Chief Operating Officer of the Board on or before the deadline for submission of proposals in RFP section 1.3.

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.
- Was the firm easy to work with? 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?

I. Personnel. The vendor must provide resumes for all key personnel, including the program 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. With its proposal, the vendor shall provide evidence to show the Board that the vendor is sufficiently financially viable to be able to carry out the requirements of the contract if the vendor is awarded the contract. The vendor must also provide audited financial statements (annual reports) for the past three (3) years. If it is not possible to provide audited financial statements, the vendor shall state why and shall provide unaudited financial statements instead. The vendor must also provide letters of reference from a minimum of three (3) financial references who are familiar with the vendor's financial circumstances.

The financial letters of reference shall be sent directly to the Chief Operating Officer of the Iowa Utilities Board, Mr. Cecil Wright, and shall not be part of the proposal contents. However, the vendor shall provide contact information for each financial reference in the proposal and must state it has instructed its financial references to send their letters directly to the Chief Operating Officer of the Board on or before the deadline for submission of proposals in RFP section 1.3.

K. Terminations, Litigation, Debarment. The vendor must provide the following information:

1. During the past five years, has the vendor had a contract for telecommunications relay service, captioned telephone relay service, or outreach for telecommunications relay service or captioned telephone relay service terminated for any reason? If so, provide full details related to the termination.
2. Describe any damages or penalties paid by the vendor during the past five years under any of its past or current contracts for provision of telecommunications relay service, captioned telephone relay service, or outreach for telecommunications relay service or captioned telephone relay service. Indicate the reason for the damages or penalty and the estimated cost of the incident to the vendor.
3. Describe any order, judgment, or decree of any federal or state authority during the past five years barring, suspending, or otherwise limiting the right of the vendor to engage in any business, practice, or activity.
4. 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 telecommunications relay service and associated outreach over the term of the contract. The vendor shall also state the price per billable session minute to provide

telecommunications relay service and associated outreach over the term of the contract. The vendor shall also state the price per billable conversation minute to provide CapTel Relay service and associated outreach over the term of the contract. The vendor shall also state the price per billable session minute to provide CapTel Relay service and associated outreach over the term of the contract. The vendor shall also state the price per billable session minute to provide Visually Assisted Speech-to-Speech. The vendor shall include any necessary explanations of the prices quoted. Billable minutes are defined in RFP section 1.2.B.

As stated in RFP section 1.1.A, the Board intends to combine the ITRS and CTRS contracts into a single contract with a single vendor to provide ITRS, CTRS, and associated outreach services for ITRS and CTRS. The associated outreach services are to be provided as a single program for both ITRS and CTRS. Therefore, the vendor's price proposal must not double charge for the cost of associated outreach services in both the price per minute for ITRS and the price per minute for CTRS. In its price proposal, the vendor must explain how its per minute prices for ITRS and CTRS do not double charge for associated outreach services.

As an alternative method of providing its price proposal, the vendor may propose a monthly recurring charge with lower price-per-minute charges as an alternative solution. If it does so, the vendor is still required to provide the prices per minute as stated in the first paragraph of this section. The Board may reject consideration of the monthly recurring charge method if it deems it to be disadvantageous to the Board.

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 criteria including, but not limited to, the following:
 - 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 a 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 Effectiveness.** The term cost effectiveness includes not only the proposed per minute cost, but also such things as experience of the actual staff performing the work, the ability to effectively handle issues and problems quickly and well, and efficiency and effectiveness in performing the work. 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 telecommunications relay service and captioned telephone relay service that complies with the requirements of state and federal statutes and best meets the needs of communication-impaired Iowans.
- 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. 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, will evaluate and weigh all of the elements of the proposals based upon the relative importance of the elements to them. The nature of telecommunications relay service, captioned telephone relay service, and associated 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 identify the best vendor for Iowa's 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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REQUIRED FORMS

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 include complete information and comply with any instructions stated on the forms.

4.3 TECHNICAL RESPONSE FORMS and PRICE RESPONSE 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:

Email address:

Date:

Person(s) to Contact for Further Information:

[Provide complete contact information including an email address and telephone number.]

VENDOR ALTERNATIVE SOLUTIONS TO THE RFP

List all alternative solutions that the vendor chooses to offer pursuant to RFP section 1.17. These 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 alternative solution, the following list controls. Note the requirements in RFP section 1.17 regarding alternative solutions.

ALTERNATIVE SOLUTIONS:

PRICE PROPOSAL COVER PAGE

Submitted by:

Firm name:

Mailing Address:

Signed:

Print Name:

Title:

Telephone:

Email address:

Date:

Person(s) to Contact for Further Information:

[Provide complete contact information including an email address and telephone number.]

PRICE PROPOSAL

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

\$ _____

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

\$ _____

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

\$ _____

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

\$ _____

**PRICE PER BILLABLE SESSION MINUTE
TO PROVIDE VISUALLY ASSISTED
SPEECH-TO-SPEECH RELAY SERVICE
OVER THE TERM OF THE CONTRACT**

\$ _____

* Note the requirement regarding the vendor's price proposal for associated outreach services in the second paragraph of RFP section 3.3.C.

**Alternative price proposals are allowed and, if presented, must be included as an alternative proposal. See RFP section 1.17 and page 52 of this RFP.

CHAPTER 5

CONTRACT

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**IOWA TELECOMMUNICATIONS RELAY SERVICE AND
CAPTIONED TELEPHONE RELAY SERVICE CONTRACT**

BETWEEN

THE IOWA UTILITIES BOARD

AND

(VENDOR)

5.1 CONTRACT NAME, PARTIES, AND PURPOSE

CONTRACT NAME: Iowa Telecommunications Relay Service and Captioned Telephone 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, captioned telephone relay service, and associated outreach for both services.

5.2 ELEMENTS OF THE CONTRACT

- A. The initial term of the contract during which the vendor shall provide statewide telecommunications relay service, statewide captioned telephone relay service, and associated outreach for both services, shall be January 1, 2017, through December 31, 2019, 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 adjustments permitted under the contract. The State of Iowa may audit usage and adjust payment amounts at any time.
- C. The "Request for Proposals for Iowa Telecommunications Relay Service and Captioned Telephone 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 alternative solutions agreed to by the parties in paragraph 5.2.E and the items incorporated by paragraph 5.2.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 returned by the vendor. The vendor's proposal, including the _____ (list price and service options chosen by the Board), is hereby accepted and the vendor's performance shall conform to such proposal. All the vendor's alternative solutions to the RFP issued by the Board 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 alternative solutions on the list. The vendor agrees to the denial of the remainder of the vendor's alternative solutions.

ALTERNATIVE SOLUTIONS:

(List Alternative Solutions with applicable RFP section.)

(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 addressed to:

For the Board:

Cecil Wright
Chief Operating Officer
Iowa Utilities Board
1375 E. Court Ave, Room 69
Des Moines, Iowa 50319-0069
(515) 725-7300
Cecil.Wright@iub.iowa.gov and Trisha.Quijano@iub.iowa.gov

For the Vendor:

[Person's name, title, telephone number, email address, vendor's name, vendor's address.]

5.3 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.

5.4 VENDOR DEFAULT; REMEDIES OF THE BOARD

- A. Any of the following events are 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 not limited to, 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 services pursuant to 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 RFP section 5.5.
- 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 5.5.
- 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 reduction in payment provisions in 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 of Iowa.
- G. Reductions in payment pursuant to section 5.5 may be deducted by the Board from any money payable to the vendor pursuant to this or any other contract with the State of Iowa.

5.5 TIMELY PERFORMANCE; ADJUSTMENTS FOR NONPERFORMANCE OR LATE PERFORMANCE

Pursuant to Iowa Code § 8.47 and Department of Administrative Services rules at 11 IAC 119.4, 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 captioned telephone relay service and the Board's need to monitor the vendor's performance under the contract.

- A. The agreed times for performance of the vendor's obligations under this contract are important prerequisites to award of the contract. 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. The Board declares, and the vendor acknowledges, that the Board will suffer damages due to a lack of timely performance by the vendor, specifically, due to failure to meet the deadline for providing telecommunications relay service

and captioned telephone relay service, January 1, 2017, 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 successful telecommunications relay service and captioned telephone relay service, and 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 telecommunications relay service and captioned telephone 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. Payments to the vendor shall be reduced by the following amounts for failure to provide service:
1. \$500 for each incident in which the vendor is required to, but completely fails to, provide any telecommunications relay service or captioned telephone relay service to users in the State of Iowa for a period of 1-6 hours.
 2. \$2,000 for each incident in which the vendor is required to, but completely fails to, provide any telecommunications relay service or captioned telephone relay service to users in the State of Iowa for a period of 6-24 hours.
 3. If the incident continues for a period longer than 24 hours, \$2,000 for every day or fraction of a day the outage continues.
- C. Payments to the vendor shall be adjusted as follows for failure to meet the FCC minimum answer time service standards. Payments to the vendor shall be reduced by \$1,000 for failure to meet 85% of all calls answered in 10 seconds on a monthly basis.

Payments to the vendor shall be adjusted as follows for failure to meet the answer time service standards described in RFP section 2.7.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 \$500 for each full 0.1 seconds the monthly average is greater than 3.3 seconds. 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 \$500 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 5.4.D, above, will be exempt from the reductions in payments provision.
- E. 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.
- F. 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 \$1,000 per month until the failure is cured.
- G. 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 \$200 per month per report for each month the report is not provided to the Board.
- H. If a vendor fails to comply with the requirement of this contract and RFP section 2.11.H to designate a program manager of ITRS and CTRS, or to 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.
- I. 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.

5.6 BOARD DEFAULT; REMEDIES OF THE VENDOR

Should the vendor consider the Board to be in default of its obligations under the contract, 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 the default remains after the opportunity to cure, the vendor may exercise any remedy provided by law.

5.7 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. However, in the event that an appropriation to cover the cost of this contract becomes available within 60 days subsequent to termination under this section, the Board agrees to re-enter a contract with the terminated vendor under the same provisions, terms, and conditions as the original contract.

5.8 REMEDIES OF THE VENDOR IN THE 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.

5.9 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.
- B. Furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract and describing any other matters related to the contract the Board may require.
- C. Immediately cease using and return to the Board any personal property or materials, whether tangible or intangible, provided by the Board to the vendor.
- D. Comply with the Board's instructions for the timely transfer of any active files and work product produced by the vendor under this contract.
- E. 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.
- F. Immediately return to the Board any payments made by the Board for services that were not rendered by the vendor.

5.10 COMPLAINT PROCEDURES

Pursuant to Iowa Code § 477C.3 (2015), 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 at 199 IAC 6 in resolving the complaint.

5.11 WARRANTIES AND VENDOR'S DUTIES

- A. The vendor shall provide statewide telecommunications relay service and captioned telephone relay service that fully complies with the technical specifications and all other requirements in the request for proposals, except for the vendor's alternative solutions agreed to by the Board and listed in contract section 5.2.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 and captioned telephone relay service.
- C. In the performance of the contract, the vendor shall comply with all applicable OSHA standards and Fair Labor Standards Act requirements, as well as all applicable state laws and regulations governing employee safety and employee compensation.
- D. The vendor shall not enter into any agreement with a subcontractor for the performance of the primary purposes of this contract: the provision of telecommunications relay service, captioned telephone relay service, and associated outreach; without the Board's written approval.

Even if the Board provides written approval, the vendor remains fully responsible for the quality of the service provided.

If the vendor intends to subcontract for the provision of such service under this contract, state the name of the subcontractor and the service to be provided:

(Name of subcontractor and service provided, if any.)

The Board reserves the right to approve all subcontracts entered into by the vendor for the purposes of completing the provisions of the contract.

The vendor may, pursuant to the limitations specified in this section, 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 the relay service and captioned relay service provided.

All records relating to subcontracts shall be available for audit or examination as stipulated in paragraphs 5.11.E and 5.11.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.

5.12 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, appropriate insurance covering its work during the entire term of this contract and any extensions. The insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the vendor's or any subcontractor's performance of this contract regardless of the date the claim is filed or the 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 - \$2 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
- 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 for it and its subcontractor(s) 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.
- D. The Board's acceptance of such certificates of insurance shall not relieve the vendor of any obligation under this contract.

5.13 BOARD'S DUTIES

- A. Based on the minutes of service for telecommunications relay service and for captioned telephone relay 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 amounts calculated using the

vendor's approved proposal prices, subject to any offsets for any 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, captioned telephone relay service, and associated outreach.
- C. The Board shall have no other duties under this contract.

5.14 SAFETY OF PERSONS AND PROPERTY

- A. The vendor shall not commence any work under this contract 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 by the Board.
- 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 proposals, the vendor shall comply with all applicable state and federal safety and health requirements and shall be fully liable for public and private protection while work is in process.

5.15 MISCELLANEOUS 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 Board 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 telecommunications relay service and captioned telephone relay service under the contract that relates to the provision of telecommunications relay service in Iowa or captioned telephone 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 and CTRS customer profile data to the incoming ITRS and CTRS 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 or CTRS 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 vendor, relay center or their 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 telecommunications relay service and captioned telephone relay service in Iowa, the vendor shall 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 or subcontractors 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 or its subcontractors.
- 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 of Iowa 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 of Iowa 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 goods 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:

Title: _____

(date)

For _____ (the vendor):

Title: _____

(date)