

**State of Nebraska, Nebraska Public Service Commission  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
Nebraska Public Service Commission  
300 The Atrium 1200 N Street  
Lincoln, NE 68508  
Phone: (402) 471-0225  
Fax: (402) 471-0254

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP # PSC-TRS-2023-1	January 2, 2024
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
March 8, 2024 2:00 p.m. Central Time	Thomas Golden

**PLEASE READ CAREFULLY!**  
**SCOPE OF SERVICE**

The State of Nebraska (State), Nebraska Public Service Commission (NPSC), is issuing this Request for Proposal (RFP) Number RFP # PSC-TRS-2023-1 for the purpose of selecting a qualified contractor to provide Telecommunications Relay Services (TRS) with the option to provide Captioned Telephone Services (CTS). A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing July 1, 2024 through June 30, 2029 upon execution of the contract by the NPSC and the Contractor. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties. The Contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<https://psc.nebraska.gov>.

**PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID.  
PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

**Proposal Submission:**

1. The 'Request For Proposal For Contractual Services Form' must be signed manually in ink and returned by the proposal opening date and time along with the contractor's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award. By signing this form, the contractor guarantees compliance with the provisions stated in the Request for Proposal, agrees to the Terms and Conditions stated in the Request for Proposal unless otherwise agreed to, and certifies contractor maintains a drug free workplace environment;
2. Proposals shall be submitted electronically including one (1) original paper copy and must be received at the Nebraska Public Service Commission by the date and time of proposal opening indicated above. No late proposals will be accepted. No fax, voice, or telephone proposals will be accepted. For electronic transmission, the contractor is to attach their files as an email attachment to: [psc.telecom@nebraska.gov](mailto:psc.telecom@nebraska.gov);
3. It is the responsibility of the contractor to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website address is as follows:  
<https://psc.nebraska.gov>;
4. Additionally, 'Form A – Contractor Proposal Point of Contact' should follow the 'Request For Proposal For Contractual Services Form';
5. Further, Sections II through VII shall be completed and returned with the proposal response. Section VII addresses the Cost Proposal requirements.
6. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the Commission despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**IMPORTANT NOTICE:** Pursuant to *Neb. Rev. Stat. § 84-602.04*, State contracts must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded contractor's proposal and response will be posted to a public website managed by DAS, which can be found at:

<http://statecontracts.nebraska.gov> and [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

In addition and in furtherance of the State's public records Statute (*Neb. Rev. Stat. § 84-712 et seq.*), all proposals or responses received regarding this Request for Proposal will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The contractor should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the contractor as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The contractor will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to *Neb. Rev. Stat. § 84-712.05*, the State will consider all information a public record subject to disclosure.

If the NPSC determines it is required to release withheld proprietary information, the contractor will be informed. It will be the contractor's responsibility to defend the contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this Request for Proposal for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

## **TABLE OF CONTENTS**

<b>REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES .....</b>	<b>i</b>
<b>GLOSSARY OF TERMS.....</b>	<b>v</b>
<b>TELECOMMUNICATIONS RELAY SERVICE DEFINITIONS &amp; ACRONYMS.....</b>	<b>viii</b>
<b>I. PROCUREMENT PROCEDURE .....</b>	<b>1</b>
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS.....	1
C. SCHEDULE OF EVENTS .....	2
D. WRITTEN QUESTIONS AND ANSWERS.....	2
E. PRICES .....	3
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory).....	3
G. ETHICS IN PUBLIC CONTRACTING .....	3
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL .....	3
I. SUBMISSION OF PROPOSALS .....	3
J. PROPOSAL PREPARATION COSTS .....	5
K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL .....	5
L. PROPOSAL CORRECTIONS.....	5
M. LATE PROPOSALS.....	5
N. PROPOSAL OPENING.....	5
O. MANDATORY REQUIREMENTS (IN ORDER OF PROPOSAL SUBMISSION) .....	5
P. EVALUATION COMMITTEE.....	6
Q. EVALUATION OF PROPOSALS .....	6
R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS .....	7
S. BEST AND FINAL OFFER.....	7
T. REFERENCE AND CREDIT CHECKS.....	7
U. AWARD.....	7
<b>II. TERMS AND CONDITIONS .....</b>	<b>9</b>
A. GENERAL.....	9
B. NOTIFICATION .....	10
C. GOVERNING LAW (Nonnegotiable).....	10
D. BEGINNING OF WORK.....	10
E. CHANGE ORDERS .....	11
F. NOTICE OF POTENTIAL CONTRACTOR BREACH .....	11
G. BREACH.....	11
H. NON-WAIVER OF BREACH.....	12
I. SEVERABILITY .....	12
J. INDEMNIFICATION.....	12
K. ATTORNEY'S FEES.....	13
L. PERFORMANCE BOND.....	13
M. PENALTY .....	14
N. ASSIGNMENT, SALE, OR MERGER.....	14
O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS.....	15
P. FORCE MAJEURE .....	15
Q. CONFIDENTIALITY .....	15
R. EARLY TERMINATION .....	16
S. CONTRACT CLOSEOUT .....	16
<b>III. CONTRACTOR DUTIES .....</b>	<b>18</b>
A. INDEPENDENT CONTRACTOR / OBLIGATIONS.....	18
B. EMPLOYEE WORK ELIGIBILITY STATUS.....	19
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable) .....	19
D. COOPERATION WITH OTHER CONTRACTORS .....	19

E.	PERMITS, REGULATIONS, LAWS .....	20
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES .....	20
G.	INSURANCE REQUIREMENTS .....	20
H.	ANTITRUST.....	23
I.	CONFLICT OF INTEREST .....	23
J.	STATE PROPERTY.....	24
K.	SITE RULES AND REGULATIONS.....	24
L.	ADVERTISING .....	24
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable) .....	24
N.	DISASTER RECOVERY/BACK UP PLAN .....	25
O.	DRUG POLICY .....	25
<b>IV.</b>	<b>PAYMENT .....</b>	<b>26</b>
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable) .....	26
B.	TAXES (Nonnegotiable).....	26
C.	INVOICES.....	26
D.	INSPECTION AND APPROVAL .....	26
E.	PAYMENT (Nonnegotiable).....	27
F.	LATE PAYMENT (Nonnegotiable) .....	27
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable) .....	27
H.	RIGHT TO AUDIT (First Paragraph is Nonnegotiable) .....	27
<b>V.</b>	<b>TECHNICAL REQUIREMENTS.....</b>	<b>29</b>
A.	INTRODUCTION .....	29
B.	HISTORY AND SERVICE DESCRIPTION: .....	29
C.	SYSTEM DESIGN .....	29
D.	SERVICE STANDARDS .....	31
E.	CA STANDARDS.....	37
F.	CA PROCEDURES FOR RELAYING COMMUNICATION .....	39
G.	SPEECH-TO-SPEECH (STS).....	43
H.	CAPTIONED TELEPHONE SERVICE (CapTel) - Optional .....	44
I.	SERVICE PROVIDER REPORTING REQUIREMENTS.....	44
J.	PRICE QUOTATIONS .....	47
K.	DELIVERABLES .....	47
<b>VI.</b>	<b>CORPORATE OVERVIEW .....</b>	<b>48</b>
<b>VII.</b>	<b>COST PROPOSAL REQUIREMENTS .....</b>	<b>51</b>
A.	PRICE QUOTATION SHEETS.....	51
B.	PRICES.....	51

## GLOSSARY OF TERMS

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal.

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

**Change Order:** Document that provides an addendum and/or amendments to an executed purchase order or contract.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

**Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

**Contract Management:** The management of day-to-day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written Request for Proposal.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written Request for Proposal or contract.

**Evaluation:** The process of examining an offer after opening to determine the contractor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Individuals selected by the requesting agency (NPSC) for the evaluation of proposals (offers made in response to written Request for Proposals).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the Request for Proposal, or contract, are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Late Proposal:** An offer received after the Opening Date and Time.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Must:** See Mandatory/Must and Shall/Will/Must.

**Non-Responsive Proposal:** Any proposal that does not comply with the requirements of the Request for Proposal.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written Request for Proposal and related expectations.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** Contractor's response to a written Request for Proposal.

**Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written Request for Proposal and in the presence of anyone who wished to attend.

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a contractor who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Release Date:** The date of public release of the written Request for Proposal to seek offers.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Contractor:** A contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Contractor:** A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Vendor:** An individual or entity lawfully conducting business with the State.

**Will:** See Mandatory/Shall/Will/Must.

**Work Day:** See Business Day.

## TELECOMMUNICATIONS RELAY SERVICE DEFINITIONS & ACRONYMS

The following terms, when used in this Request for Proposal or within the industry, have meaning as indicated below:

**711:** The abbreviated dialing code for accessing all types of relay services anywhere in the United States.

**Abandoned Call:** An incoming call reaching the relay service center but not answered by a Communications Assistant (CA).

**Access Line:** A transmission path between an end user's terminal equipment and a switching center. In Nebraska's statutes relating to Telecommunications Relay Services (TRS) and Rules and Regulations, 'access line' has been replaced with the term, 'telephone number or functional equivalent.'

**ADA:** Americans with Disabilities Act.

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

**American Standard Code for Information Interchange (ASCII):** Employs an eight bit code and can operate at any standard transmission baud rate including 300, 1200, 2400, and higher.

**Automatic Number Identification (ANI):** Required to determine jurisdiction for traffic determination and caller profiles.

**ANSI:** American National Standards Institute.

**Area Code:** See Numbering Plan Area.

**American Standard Code for Information Interexchange (ASCII):** The American Standard Code for Information Interexchange which employs an eight bit code and can operate at any transmission baud rate, including 300, 1200, 2400 and higher.

**ASL Gloss:** When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is described as 'ASL Gloss.'

**Average Speed of Answer (ASA):** The time from when the inbound call is accepted by the provider's switch until the time the call is delivered to, and answered by a communications assistant ready to process the call. Abandoned calls are included in the calculation of ASA.

**Baud:** The measurement of transmission speed over an analog telephone line.

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

**Billable Minutes (Conversation Minutes Basis):** The time period the relay originator is connected to the called party's number until the moment two parties disconnect. This includes answering machine or voice menu. Billable Conversation Minutes do not include the time in queue (call is ringing, waiting for the call to connect to the other phone number), call set-up, call wrap-up, or calls that have reached numbers that are busy or received no answers, or general assistance.

**Billable Minutes (Session Minutes Basis):** Defined as the time period a CA, relay operator, or relay agent connects to an incoming relay call until the moment the CA disconnects the last party. This definition includes incomplete calls (busy, no answer, or wrong number) that do not reach the intended called party and includes call set-up and wrap-up and general assistance.

**Call Detail Record (CDR):** A data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call or other telecommunications transaction that passes through that facility or device.

**Call Duration:** A time period when a relay calls that are recorded the actual length of time between the set-up and the call wrap-up. (Identical to Billable Conversation Minutes or Time).

**Call Release:** A TRS feature that allows the CA to sign-off or be "released" from the telephone line after the CA has set up a telephone call between the originating TTY party and a called TTY party, such as when a TTY user must go through a TRS facility to contact another TTY user because the called TTY party can only be reached through a voice-only interface, such as a switchboard.



**Call Set-Up:** Defined as the time period when a CA connects to an incoming relay call to the moment the relay call is connected to the called party. This includes the preparation process (dialing, ringing, and status report). Once caller and called party are connected, this ends the call set-up.

**Call Wrap-Up:** Defined as a time period when one of the two relay party disconnects to the moment the CA disconnects the last party.

**Called Party:** The outbound leg of a relay call (i.e. the person being called by the inbound leg or calling party).

**Calling Party:** The inbound leg of a relay call (i.e. the person placing the outbound call to the called party).

**CapTel™:** A Captioned Telephone Service offered under the branded name of CapTel™ by Ultratec, Inc.

**Captioned Telephone Service (CTS):** An enhanced form of VCO relay service that utilizes a captioned telephone unit or computer (web-based). The person with the hearing disability is able to speak directly to the other end user. The CA re-voices (repeats) each spoken word by the other end user and text is displayed on the captioned telephone unit or computer screen by utilizing voice-recognition technology.

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

**Carrier of Choice (COC):** A telephone subscriber's choice of their interexchange carrier (IXC).

**Communications Assistant (CA):** A person who transliterates or interprets conversation between two or more end users of TRS. CA supersedes the term "TDD operator."

**Completed Outbound Call:** An outbound call answered by the called party. This includes calls answered by any person at the called party's number as well as calls answered by an answering machine or answered when forwarded from the called party's number to another location such as another number or voice mail.

**Comprehensive Skills Certificate (CSC):** Certification process for Video Relay Interpreting. Also "CI and CT", Certification of Interpretation and Certification of Transliteration, respectively.

**Conversation Minutes or Time:** See "Billable Minutes (Conversation Minutes Basis)."

**Contract Administrator:** The individual within the Nebraska Public Service Commission who is responsible for administering the Contract and overseeing overall contractual compliance as well as resolving customer complaints and addressing issues regarding relay operation. The current Contract Administrator for this Contract is:

Accountant/TRS Contract Administrator  
300 The Atrium 1200 N Street  
Lincoln, NE 68508  
Phone: 402 471-0225  
Fax: 402 471-0254  
Email: psc.telecom@nebraska.gov

**Customer Preference Database:** A database maintained by the Contractor that allows callers to enter specific call handling preferences into their profile in order to expedite their call set-up time. Such information may include the caller's name, call-type preferences, long distance carrier of choice, preferred billing method, frequently dialed numbers, out-dial messages for identification purposes, call blocking, out-dial restrictions, emergency numbers and other customer notes.

**Dial-Around Services:** This term refers to services provided to users through access codes and numbers that allow users to bypass their primary interexchange carrier. These numbers may be 10-10XXX, toll-free access numbers, and/or calling cards. Generally, dial-around refers to services accessed from the user's primary telephone.

**Disconnected Call:** An outgoing call in which the calling party or the communications assistant terminates the incoming call before the called party answers.

**EAS:** Extended Area Service is a network-provided service feature in which a user pays a higher flat rate to obtain a wider geographical coverage without paying per-call charges for calls within the wider area.

**Electronic Serial Number (ESN):** A unique identification number used to identify a specific captioned telephone or other device.

**Federal Communications Commission (FCC):** The Federal Communications Commission regulates interstate and international communications by radio, television, wire, satellite, and cable in all 50 states, the District of Columbia and U.S. territories. An independent U.S. government agency overseen by Congress, the Commission is the federal agency responsible for implementing and enforcing America's communications law and regulations.

**Federal Communications Commission TRS Regulations:** The Federal Communications Commission Telecommunications Relay Service Regulations as codified in 47 C.F.R 64.601-64.606, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for Persons With Disabilities as amended from time to time, and which can be found at the following link: <https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64/subpart-F>.

**Functionally Equivalent:** Performance in a TRS/CTS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS/CTS for effective telecommunications.

**General Assistance Calls:** The category of incoming calls not associated with an outgoing call attempt. Even though an incoming call may reach the relay center, no associated outbound call attempt may be made because such reasons as, but not limited to: either the CA or the calling party cannot hear or read the other because of technical problems, the calling party may only be seeking information from the CA about relay or some other topic, calling party may have misdialed and have not intended to call TRS at all, calling party may have forgotten the number of the party he or she wishes to reach, etc.

**Grade of Service (GOS):** A term indicating the probability that a call attempted will receive a busy signal. A P.01 Grade of Service means that a user has a 1% chance of receiving a busy signal.

**Hearing Carryover (HCO):** A form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation. Two-line HCO is an HCO service that allows TRS users to use one telephone line for hearing and the other for sending TTY messages. HCO-to-TTY allows a relay conversation to take place between an HCO user and a TTY user. HCO-to-HCO allows a relay conversation to take place between two HCO users.

**Incoming Call:** An incoming call refers to the portion of the communications connection from the calling party and reaching the relay service center. An incoming call can be a general assistance call, or it can be an incoming call associated with an outbound call, or it can be a call that is abandoned before being answered by the CA. An incoming TTY call is a call originated by a TTY user. An incoming telephone call is a call originated by a telephone user.

**Incomplete Outbound Call:** An outgoing call which is not answered by the called party. This includes calls that ring with no answer and calls that receive a busy or trunk/network busy response.

**Interconnected VoIP Service:** An interconnected Voice over Internet Protocol (VoIP) service is a service that: enables real-time, two way communications; requires a broadband connection from the user's location; requires internet protocol-compatible customer premises equipment (CPE); and permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

**Internet-based TRS (ITRS):** A telecommunications relay service (TRS) in which an individual with a hearing or a speech disability connects to a TRS communications assistant using an Internet Protocol-enabled device via the Internet, rather than the public switched telephone network. Except as authorized or required by the Commission, Internet-based TRS does not include the use of a text telephone (TTY) or RTT over an interconnected voice Internet Protocol service.

**Internet Protocol Captioned Telephone Service (IP CTS):** A telecommunications relay service that permits an individual who can speak but who has difficulty hearing over the telephone to use a telephone and an Internet Protocol-enabled device via the Internet to simultaneously listen to the other party and read captions of what the other party is saying. With IP CTS, the connection carrying the captions between the relay service provider and the relay service user is via the Internet, rather than the public switched telephone network.

**Internet Protocol Relay Service (IP Relay):** A telecommunications relay service that permits an individual with a hearing or a speech disability to communicate in text using an Internet Protocol-enabled device via the Internet, rather than using a text telephone (TTY) and the public switched telephone network.

**Interstate:** Crossing state lines, or between states.

**Intrastate:** Within the boundaries of a state.

**IVR:** Interactive Voice Response.

**IXC:** Interexchange Carrier (i.e. Long Distance).

**Local Access Transport Area (LATA):** Area served by a single local telephone company. Long distance calls are inter-LATA calls, and are handled by an interexchange carrier. Circuits with both end-points within the LATA (intra-LATA) calls are generally a purely local telco responsibility.

**National Association of the Deaf (NAD):** See [www.nad.org](http://www.nad.org). Levels IV and V regarding Video Relay Interpreting are certified levels of competence.

**National Council on Interpreting (NCI):** See [www.rid.org](http://www.rid.org).

**National Interpreter Certification (NIC):** See [www.rid.org](http://www.rid.org).

**Nebraska Commission for the Deaf and Hard of Hearing (NCDHH):** See <https://ncdhh.nebraska.gov/>.

**Nebraska Public Service Commission (NPSC):** The requesting agency issuing this Request for Proposal.

**Nebraska Telecommunications Relay Service (NTRS):** Nebraska's administration of TRS services. For more information, visit <https://psc.nebraska.gov/telecommunications>

**Non-English Language Relay Service:** A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other than English to communicate with voice telephone users in a shared language other than English, through a CA who is fluent in that language. At present the Nebraska relay service provides this service in Spanish.

**Non-Interconnected VoIP Service:** A service that: enables real-time voice communications that originate from or terminate to the user's location using internet protocol or any successor protocol; requires internet protocol-compatible customer premise equipment; and does not include any service that is an interconnected VoIP service.

**Numbering Plan Area / Area Code (NPA):** Any of the 215 geographical divisions of the United States, Canada, Bermuda, the Caribbean, Northwestern Mexico, Alaska and Hawaii within which no two telephones will have the same seven-digit telephone number. Each numbering plan area could have the same number of telephones (up to 8 million), and each has been assigned a distinctive three-digit "area code."

**Outbound Call:** An outbound call refers to the portion of the communications connection from the relay service center to the called party. An outbound call may be (completed) or may not be (incomplete) answered by the called party. An outbound TTY call is a call to a TTY user. An outbound telephone call is a call to a telephone user.

**Prefix-line number (NXX):** The three digits following the area code which indicate the exchange, which is a geographic area (i.e. city and its environs) established by a regulated telephone company for the provision of local telephone services.

**Public Safety Answering Point (PSAP):** A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 CFR 64.3000(c).

**Public Switched Telephone Network (PSTN):** The ordinary dial-up telephone system. A phrase often used when referring to data or other non-telephone services carried over a path initially established using normal telephone signaling and ordinary switched long distance telephone circuits.

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

**Real-Time Text (RTT):** A technology that allows text to be sent immediately as it is created through wireless handsets that use IP-based technology on networks that support RTT. With RTT, there is no need to press a 'send' key as there generally is for SMS, chat, or other types of texting. A recipient can read a message as the sender types it. Wireless service providers and manufacturers of wireless handsets, which are required to support TTY technology, can now use RTT as they migrate to Internet protocol-based technology.

**Registry of Interpreters for the Deaf (RID):** See [www.rid.org](http://www.rid.org).

**Rolka Loube Associates LLC (RL):** The company currently contracted by the FCC that is responsible for the

administration of funding interstate telecommunications relay services. Their website address is:  
<http://www.rolkaloube.com/>.

**Session Minutes or Time:** See “Billable Minutes (Session Minutes Basis).”

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

**Speech-to-Speech relay services (STS):** A telecommunications relay service that allows people with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of person with disabilities and can repeat the words spoken by that person. Individuals using STS include those with cerebral palsy, Parkinson’s disease, a laryngectomy, ALS, stuttering, muscular dystrophy, stroke, and other conditions affecting clarity of speech. The STS CA facilitates the conversation between people by repeating what is spoken by the person with speech disabilities.

**Speed of Answer:** The time required for an inbound call to be answered by a CA ready to service relative to the initial incoming signal receipt at the providers call equipment.

**Speed dialing:** A TRS feature that allows a TRS user to place a call using a stored number maintained by the TRS facility. In the context of TRS, speed dialing allows a TRS user to give the CA a “short-hand” name or number for the user’s most frequently called telephone numbers.

**Telecommunications Relay Service (TRS):** Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. TRS supersedes the terms “dual party relay system,” “message relay services,” and “TDD Relay.”

**Telecommunications Service Priority (TSP):** The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions. TSP is described in depth at: <https://www.dhs.gov/telecommunications-service-priority-tsp>.

**Text Telephone (TTY):** A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system. TTY supersedes the term “TDD” or “telecommunications device for the deaf,” and “TT”.

**Three-way calling feature:** A TRS feature that allows more than two (2) parties to be on the telephone line at the same time with the CA.

**Traditional Relay Services:** Telecommunications Relay Services other than IP (“Internet Protocol”) enabled services. Current IP-enabled services include IP Relay, Video Relay Services, IP CTS and IP STS.

**TurboCode™:** Enhanced baudot transmissions speed up to 110 words per minute. This service will enable TRS TTY TurboCode™-equipped callers the ability to utilize the interrupt feature during transmission.

**User:** Includes either the calling or called party in a relay call.

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

**Voice Carryover (VCO):** A form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types the response back to the person with the hearing disability. The CA does not voice the conversation. Two-line VCO is a VCO service that allows TRS users to use one telephone line for voicing and the other for receiving TTY messages. A VCO-to-TTY TRS call allows a relay conversation to take place between a VCO user and a TTY user. VCO-to-VCO allows a relay conversation to take place between two VCO users.

**Words per Minute (WPM):** A measurement of typing speed proficiency used in evaluating the performance of Communications Assistants.

## **I. PROCUREMENT PROCEDURE**

### **A. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified contractors who will be responsible for providing Telecommunications Relay Services (TRS) with the option to provide Captioned Telephone Services (CTS) within the State of Nebraska at a competitive and reasonable cost. The term of the contract will be five (5) years commencing July 1, 2024 through June 30, 2029 upon the effective date of the award. The Contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this Request for Proposal, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the Request for Proposal.

### **B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this Request for Proposal reside with the NPSC. The point of contact (POC) for the procurement is as follows:

Name: Steven G Stovall  
Title: Accountant  
Agency: Nebraska Public Service Commission  
Address: 300 The Atrium 1200 N Street  
Lincoln, NE 68508  
Telephone: 402-471-0225  
Facsimile: 402-471-0254  
E-Mail: <mailto:steve.stovall@nebraska.gov>

From the date the Request for Proposal is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the NPSC has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The POC will issue any clarifications or opinions regarding this Request for Proposal in writing. Only the NPSC can modify the Request for Proposal, answer questions, render opinions, and only the NPSC can award a contract. Contractors shall not have any communication with or attempt to communicate or influence any evaluator involved in this Request for Proposal.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the Request for Proposal POC; and
3. Contact required for negotiation and execution of the final contract.

*The NPSC reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the NPSC determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

The NPSC expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	January 2, 2024
2.	Last day to submit written questions	January 26, 2024
3.	NPSC responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="https://psc.nebraska.gov">https://psc.nebraska.gov</a>	February 9, 2024
4.	<p>Proposal opening – Online Via Webex:  Location: Nebraska Public Service Commission  300 The Atrium 1200 N Street  Lincoln, NE 68508</p> <p>IT IS THE CONTRACTOR'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>THE CONTRACTOR SHALL ATTACH THEIR FILES AS AN EMAIL ATTACHMENT TO: <a href="mailto:PSC.TELECOM@NEBRASKA.GOV">PSC.TELECOM@NEBRASKA.GOV</a>.</p> <p>PSC Webex: <a href="https://sonvideo.webex.com/meet/PSCWebex">https://sonvideo.webex.com/meet/PSCWebex</a>  Audio Only: 408-418-9388, Access Code 146 273 5624</p>	<p>March 8, 2024  2:00 PM  Central Time</p>
5.	Review for conformance to Request for Proposal requirements	March 11- March 15, 2024
6.	Evaluation period	March 18, 2024 – April 19, 2024
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: <a href="https://psc.nebraska.gov">https://psc.nebraska.gov</a>	April 29, 2024
9.	Contract finalization period	April 30- May 21, 2024
10.	Performance bond submission	TBD
11.	Contract award	June 4, 2024
12.	Contractor start date	July 1, 2024

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the NPSC and clearly marked "RFP # PSC-TRS-2023-1: Telecommunications Relay Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a contractor. The contract will not incorporate any known or unknown assumptions of a contractor.

It is preferred that questions be sent via email to the NPSC's mailbox access to [psc.telecom@nebraska.gov](mailto:psc.telecom@nebraska.gov) but may be delivered by hand or by U.S.Mail. It is recommended that Contractors submit questions using the following format.

Request for Proposal Section Reference	Request for Proposal Page Number	Question

Written answers will be provided through an addendum and/or amendment to be posted on the internet at <https://psc.nebraska.gov> on or before the date shown in the Schedule of Events.

**E. PRICES**

Prices submitted on the cost proposal form, identified as 'Attachment 1.1 – Price Quotation for Mandatory Services – Telecommunications Relay Services' and 'Attachment 1.2 – Price Quotation for Optional Services – Captioned Telephone Service (CTS)' and shall be fixed for each of the five fiscal years beginning July 1 – June 30<sup>th</sup> as noted. Contractors may provide alternate pricing options which may include a price per minute arrangement and/or a Monthly Recurring Charge (MRC) for their services. Attachment 1.3 is optional and not required unless the provider is offering pricing on unsolicited services in this Request for Proposal. Unsolicited service(s)/feature(s) may or may not be included in the Contract, at the discretion of the NPSC.

The NPSC reserves the right to deny any requested price increase. No price increases are to be billed to the NPSC prior to written amendment of the contract by the parties.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. This must be accomplished prior to execution of the contract.

**G. ETHICS IN PUBLIC CONTRACTING**

The NPSC reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the NPSC.

The contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

**H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the Technical Proposal (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal in Sections II through VI must be clearly defined by the contractor in its proposal and, if accepted by the NPSC, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this Request for Proposal, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this Request for Proposal. The NPSC discourages deviations and reserves the right to reject proposed deviations.

**I. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal organization, and original paper copy submission to the Commission.

**1. Proposal Submission:**

- a. The 'Request For Proposal For Contractual Services Form' must be signed manually in ink and returned by the proposal opening date and time along with the contractor's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award. By signing this form, the contractor guarantees compliance with the provisions stated in the Request for Proposal, agrees to the Terms and Conditions stated in the Request for Proposal unless otherwise agreed to, and certifies contractor maintains a drug free workplace environment;



- b. Proposals shall be submitted electronically including one (1) original paper copy and must be received at the Nebraska Public Service Commission by the date and time of proposal opening indicated above. No late proposals will be accepted. No fax, voice, or telephone proposals will be accepted. For electronic transmission, the contractor is to attach their files as an email attachment to: [psc.telecom@nebraska.gov](mailto:psc.telecom@nebraska.gov);
- c. It is the responsibility of the contractor to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website address is as follows: <https://psc.nebraska.gov>;
- d. Additionally, 'Form A – Contractor Proposal Point of Contact' should follow the 'Request For Proposal For Contractual Services Form';
- e. Further, Sections II through VII shall be completed and returned with the proposal response. Section VII addresses the Cost Proposal requirements.
- f. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the Commission despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

## 2. **Proposal Organization.**

The Request for Proposal shall follow the order and naming rules provided in part 2.b below for both the electronic and paper submission. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal (Sections II – VI) should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

- a. **The documents referenced in part 2.b below should be uploaded as separate and distinct files.**  
If duplicate proposals are submitted, the NPSC will retain only the most recently submitted response;
  - i. If it is the contractor's intent to submit multiple proposals, the contractor must clearly identify the separate submissions;
  - ii. It is the contractor's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted;
  - iii. Emphasis should be placed on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, the NPSC reserves the right to reject the proposal as non-conforming.
- b. **Proposal File Naming Conventions.**  
The contractor shall clearly identify the uploaded Request for Proposal files. To assist in identification the contractor shall use the following naming convention:
  - i. RFP # PSC-TRS-2023-1 (Company Name) – Request For Proposal For Contractual Services Form;
  - ii. RFP # PSC-TRS-2023-1 (Company Name) – Form A – Contractor Proposal Point of Contact;
  - iii. RFP # PSC-TRS-2023-1 (Company Name) – Terms and Conditions;
  - iv. RFP # PSC-TRS-2023-1 (Company Name) – Contractor Duties;
  - v. RFP # PSC-TRS-2023-1 (Company Name) – Payment;
  - vi. RFP # PSC-TRS-2023-1 (Company Name) – Technical Requirements;
  - vii. RFP # PSC-TRS-2023-1 (Company Name) – Corporate Overview;
  - viii. RFP # PSC-TRS-2023-1 (Company Name) – Cost Proposal;
  - ix. RFP # PSC-TRS-2023-1 (Company Name) – Confidential Information (if applicable)
  - x. If multiple contractor proposals are submitted for the same Request for Proposal, add the proposal number to the file names: For example, RFP # PSC-TRS-2023-1 (Company Name-Proposal 2) – Terms and Conditions; Contractor Duties, etc.)



**3. Proposal Requirements for Original Paper Copy.**

- a. The original paper copy proposals should also reference the proposal number and sent to the specified address as provided in Section I.B. Please note that the address label should appear as specified in that section on the face of the contractor's response packet. If a recipient phone number is required for delivery purposes, 402 471-0211 should be used. The Request for Proposal number should be used in all correspondence;
- b. The Technical, Cost Proposal, and Confidential information (if applicable) should follow the order and naming rules provided in part 2.b above (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format.

**J. PROPOSAL PREPARATION COSTS**

The NPSC shall not incur any liability for any costs incurred by contractors in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the NPSC which may include, but is not limited to, the following:

1. Rejection of a contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative documentation regarding contractor performance;
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the contractor from further bidding with the NPSC for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the NPSC.

**L. PROPOSAL CORRECTIONS**

A contractor may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

If a corrected electronic proposal is submitted, the file name(s) date/time stamped with the latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:

1. Corr#1 RFP # PSC-TRS-2023-1 (Company Name) - (Same naming convention as part 2.b above)
2. Corr#1 RFP # PSC-TRS-2023-1 (Company Name-Proposal #2) – (Same naming convention as part 2.b above). This example assumes the contractor submitted a second proposal with a correction.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**M. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be considered non-responsive. The NPSC is not responsible for proposals that are late or lost regardless of cause or fault.

**N. PROPOSAL OPENING**

The opening of proposals will be public and the contractors will be announced. Proposals will be available for viewing by those present at the proposal opening. Contractors may contact the NPSC to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. MANDATORY REQUIREMENTS (IN ORDER OF PROPOSAL SUBMISSION)**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. 'Request for Proposal for Contractual Services Form', signed manually in ink;
2. 'Form A – Contractor Proposal Point of Contact' form;
3. Completed Section II, 'Terms and Conditions';
4. Completed Section III, 'Contractor Duties';
5. Completed Section IV, 'Payment';
6. Section V – 'Technical Requirements';

7. Section VI – ‘Corporate Overview’;
8. Section VII – Cost Proposal Requirements. This section is satisfied by filing the Price Quotations as noted below:  
Completed Attachment 1.1 – Price Quotation – Mandatory Services – Telecommunications Relay Service;  
Completed Attachment 1.2 – Price Quotation – Optional Services – Captioned Telephone Service (CTS);  
Completed Attachment 1.3 – Price Quotation – Optional Unsolicited Services (if applicable).

**P. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the NPSC. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Request for Proposal may result in the rejection of this proposal and further administrative actions.

**Q. EVALUATION OF PROPOSALS**

All proposals that are responsive to the Request for Proposal will be evaluated. Each evaluation category will have a maximum point potential. The NPSC will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Technical Requirements (Section V);
2. Corporate Overview (Section VI) should include but is not limited to:
  - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the contractor;
  - c. whether the contractor can perform the contract within the specified time frame;
  - d. the contractor’s historical or current performance; and
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Cost Proposal (Section VII).

In evaluating the corporate overview, the NPSC may consider past experiences with the contractor, references, the NPSC’s record of the contractor which may include, but is not limited to contractor performance reports, and any information related to the contractor’s historical or current character, integrity, reputation, capability, or performance with the NPSC or a third-party.

**Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the Request for Proposal cover page under “Contractor must complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision

(a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Evaluation criteria weighting will be released with the Request for Proposal.

**R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the NPSC reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the NPSC and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the NPSC reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the NPSC reserves the right to make an award without any further discussion with the contractors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the contractor and will not be compensated by the NPSC.

**S. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the NPSC and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The NPSC reserves the right to conduct more than one BAFO. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the NPSC will request a BAFO.

**T. REFERENCE AND CREDIT CHECKS**

The NPSC reserves the right to conduct and consider reference and credit checks. The NPSC reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this Request for Proposal, the contractor grants to the NPSC the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**U. AWARD**

The NPSC reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the NPSC's discretion and in the NPSC's best interest. After evaluation of the proposals, or at any point in the Request for Proposal process, the NPSC may take one or more of the following actions:

1. Amend the Request for Proposal;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the NPSC's Request for Proposal process and in contractor proposals that are not material, do not compromise the Request for Proposal process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The Request for Proposal does not commit the NPSC to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://psc.nebraska.gov>.

Grievance and protest procedure is available on the Internet at: <https://psc.nebraska.gov>.

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet.

## II. TERMS AND CONDITIONS

**Contractors should complete Sections II through VII as part of their proposal.** Contractor is expected to read the Terms and Conditions, Contractor Duties and Payment sections and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The NPSC reserves the right to negotiate rejected or proposed alternative language. If the NPSC and contractor fail to agree on the final Terms and Conditions, the NPSC reserves the right to reject the proposal. The NPSC is soliciting proposals in response to this Request for Proposal. The NPSC reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this Request for Proposal.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The NPSC will not consider incorporation of any document not submitted with the contractor's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
1. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
2. If both Parties have a similar clause, but the clauses conflict, the NPSC's clause shall control.

### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the Request for Proposal;
3. Questions and Answers;
4. Contractor's proposal (Request for Proposal and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to Request for Proposal and any Questions and Answers, 4) the original Request for Proposal document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor and NPSC shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Agency Contract Manager:	Thomas Golden-Executive Director
Agency:	Nebraska Public Service Commission
Agency Street Address:	300 The Atrium 1200 N Street
Agency City, State, Zip:	Lincoln NE, 68508

**C. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor shall not commence any billable work until a valid contract has been fully executed by the NPSC and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The NPSC and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the NPSC may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The NPSC shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the NPSC, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the NPSC. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The NPSC may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the NPSC does not forfeit any rights or remedies to which the NPSC is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the NPSC may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The NPSC's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

#### H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

#### I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

#### J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

##### 1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the NPSC and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the NPSC for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the NPSC which directly and proximately contributed to the claims.

##### 2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the NPSC gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that



will affect the NPSC's use of the Licensed Software without the NPSC's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the NPSC's use of any intellectual property for which the Contractor has indemnified the NPSC, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the NPSC's behalf to provide the necessary rights to the NPSC to eliminate the infringement, or provide the NPSC with a non-infringing substitute that provides the NPSC the same functionality. At the NPSC's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the NPSC may receive the remedies provided under this Request for Proposal.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

**L. PERFORMANCE BOND**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the Nebraska Public Service Commission, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond shall be an established dollar amount of \$30,000.00. The cashier's check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the cashier's check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The cashier's check or bond will be returned when the service has been satisfactorily completed as solely determined by the NPSC, after termination or expiration of the contract.

**M. PENALTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Failure to meet the dates for the deliverables to provide TRS/CTS as agreed upon by the parties may result in an assessment of penalties due to the NPSC of \$1,000.00 per calendar day, until the deliverables are approved by the NPSC. Contractor will be notified in writing when penalty will commence.

The NPSC, at its sole discretion, may require payment from the contractor for failure to meet minimum service level requirements for the provision of TRS/CTS according to the following:

- 1. Telecommunications Relay Services (includes Speech to Speech):**  
Failure to meet ninety percent (90%) of all Telecommunications Relay calls answered within ten (10) seconds; measured daily – Penalty \$150.00 per calendar day;
- 2. Captioned Telephone (CapTel) Relay:**  
Failure to meet eighty-five (85%) of all CapTel calls answered within ten (10) seconds; measured daily – Penalty \$150.00 per calendar day;
- 3. Excessive Call Blockage.** A blocked call shall be defined as a call receiving a busy signal. The Contractor shall meet the requirement that no more than a daily average of one percent (1%) of the calls to each of the Nebraska Relay access telephone numbers and each of the CTS access telephone numbers shall be blocked. Penalties shall be \$150.00 per calendar day the blockage requirement is not met.

The NPSC reserves the right to modify the above schedule, and/or to levy additional fines and/or penalties in accordance with NPSC authority and with applicable laws and regulations.

**N. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the NPSC in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**P. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**Q. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**R. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The NPSC and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The NPSC, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The NPSC may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**S. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the NPSC;
2. Transfer ownership and title to all completed or partially completed deliverables to the NPSC;
3. Return to the NPSC all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the NPSC has no legal claim.

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the NPSC; they shall not be considered employees of the NPSC and shall not be entitled to any compensation, rights or benefits from the NPSC, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the NPSC. Replacement of these personnel, if approved by the NPSC, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the NPSC.

The NPSC reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the NPSC, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the 'United States Citizenship Attestation Form', available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed 'United States Citizenship Attestation Form' should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 – 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The NPSC shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The NPSC shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the NPSC a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the NPSC that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the NPSC with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the NPSC to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery



or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$1,000,000 per occurrence
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the NPSC can review the limitations imposed by the insurance policy.

### 3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Public Service Commission  
Attn: Thomas Golden – Executive Director  
300 The Atrium 1200 N Street  
Lincoln, NE 68508

These certificates or the cover sheet shall reference the Request for Proposal number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the NPSC is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, contractor certifies that there does not now exist a relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The contractor certifies that it will not knowingly employ any individual known by contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**J. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**K. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**L. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the NPSC. Any publicity releases pertaining to the project shall not be issued without prior written approval from the NPSC.

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection P.3. (below) and such ICT is intended to be directly interacted with by the user or is public-facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment,

customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

**N. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the NPSC, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**O. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the NPSC.

#### **IV. PAYMENT**

##### **A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**

Payments shall not be made until contractual deliverable(s) are received and accepted by the NPSC (See Neb. Rev. Stat. § 81-2403).

##### **B. TAXES (Nonnegotiable)**

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

##### **C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The Contractor shall submit a monthly invoice to the NPSC no later than the fifteenth (15<sup>th</sup>) day of the month following the reporting month. In the event the fifteenth falls on a weekend or holiday, the due date shall be the next business day. Invoices shall be transmitted electronically, in PDF format, to the Contract Administrator email address.

Accountant/TRS Contract Administrator  
300 The Atrium 1200 N Street  
Lincoln, NE 68508  
Phone: 402 471-0225  
Fax: 402 471-0254  
Email: psc.telecom@nebraska.gov

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the NPSC, and no action by the NPSC, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the NPSC with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the NPSC as an amendment to the contract.

##### **D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated NPSC officials.

The NPSC and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Nonnegotiable)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

NPSC will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the NPSC (See Neb. Rev. Stat. § 73-506(1)). Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401–2408). The NPSC shall require the Contractor to receive payment by electronic means via Automated Clearing House (ACH) payment. In no event shall the NPSC be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Nonnegotiable)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401–2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The NPSC's obligation to pay amounts due on the Contract for the fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the NPSC may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The NPSC will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the NPSC to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The NPSC shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the NPSC to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.). The NPSC may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the NPSC at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The NPSC reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor

will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the NPSC. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the NPSC for the total costs of the audit. Overpayments and audit costs owed to the NPSC shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



## **V. TECHNICAL REQUIREMENTS**

The contractor should provide the following information in response to this Request for Proposal:

### **A. INTRODUCTION**

Each technical requirement listed below is mandatory. Captioned Telephone Service is optional. The contractor shall comply with the following conditions when submitting its proposal. These are service specifications that shall be adhered to in providing the TRS. The price for mandatory service specifications must be included in the overall price per minute. The per-conversation or session minute reimbursement rate for all mandatory Telecommunications Relay services shall be referenced in Attachment 1.1. The per-conversation or session minute reimbursement rate for Captioned Telephone (CTS) is referenced in Attachment 1.2 if so offered.

### **B. HISTORY AND SERVICE DESCRIPTION:**

The Telecommunications Relay System Act (TRS Act) was passed by the Nebraska Legislature 1990. The TRS Act creates the Nebraska Telecommunications Relay System Fund and directs the NPSC to administer provisions of the TRS Act with the advice of a special committee consisting of seven members appointed by the Nebraska Commission for the Deaf and Hard of Hearing (NCDHH). The Nebraska Specialized Telecommunications Equipment Program (NSTEP) was established by the Legislature in 1995. This statewide program allows Deaf, Hard-of-Hearing, Speech Impaired, and Deaf/Blind individuals to obtain financial assistance to be used in the purchase of specialized telecommunications equipment. Neb. Rev. Stat. § 86-313 provides that the operation of the statewide telecommunications relay system will be funded by an end user surcharge applied on a per-telephone number or functional equivalent basis to each customer's telephone bill.

The Nebraska TRS allows a person using a telecommunications device for the deaf/teletypewriter (TTY) to communicate with another telephone user using conventional telephone equipment. The service also works in reverse, allowing a person without a TTY to call a TTY user. Specially trained Communication Assistants (CAs) are available 24 hours a day, seven (7) days a week, to relay calls.

The Nebraska Telecommunications Relay Service commenced operations January 1, 1991. The number of calls the first month was 5,243 (Incoming Calls Serviced by Operator) with a call volume of 33,453 minutes (Operator Minutes of Work Time). Selected historical statistics from January 2022 – November 2023 are presented as follows:

- Appendix A – Selected Historical Statistics – Conversation Minutes (Traditional Relay/CapTel);
- Appendix B – Selected Historical Statistics – Session Minutes (Traditional Relay/CapTel).

The contractor will provide the complete facility, equipment, and human resources for the Nebraska TRS. The relay facility shall be composed of, but not limited to, the facilities of the relay center, all hardware, software, furniture, operator stations, long distance billing and collection system, relay service access lines, any ongoing technical expertise needed to maintain the facility, and any other duties or equipment necessary to carry out the specifications and requirements of this Request for Proposal.

### **C. SYSTEM DESIGN**

The Nebraska TRS shall provide for the uniform and coordinated provision of the service on a statewide basis.

#### **1. Functional Equivalency:**

The underlying standard of the relay system will be to provide users access to a telephone network that is functionally equivalent to the network provided to those who are not impaired in their ability to use the telephone. The TRS shall be designed to enable persons with a hearing or speech impairment utilizing TTYs to place telephone calls to non-TTY users (and vice versa) by using the telephone interpreting assistance of a TRS Communications Assistant (CA). The relay service must operate 24 hours per day, seven days a week, including holidays.

The TRS shall comply with all state and federal requirements for intrastate and interstate telecommunications relay service. If there is any discrepancy between any of these requirements, the more stringent requirement shall apply.

#### **2. Personnel/Equipment/Facilities:**

The contractor shall furnish all personnel, telecommunications equipment, and facilities necessary to comply with the provisions enumerated in this Request for Proposal and subsequent contract, and any and all other state or federal requirements that affect the provision of TRS in Nebraska.

Contractor must supply a dedicated account representative for the purposes of representing the relay services and involvement with the communities of Nebraska. The representative will be the liaison between the State and the contractor and they will be treated as a single point of contact.

#### **3. Network Configuration:**

The contractor shall design the system to handle the following types of calls:

- a. Nebraska intra-LATA local and toll calls and Nebraska intrastate inter-LATA calls.
- b. Interstate calls originating or terminating in Nebraska. Billed to the interstate TRS fund, not to the NPSC.
- c. International calls originating or terminating in Nebraska. Billed to the interstate TRS fund, not to the NPSC.
- d. Calls to toll-free numbers and pay-per-call numbers, including regionally-restricted numbers, and calls to the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to relay users in their calling area. Contractors shall briefly describe how access to the regionally-restricted and special prefix numbers shall be accomplished. As of the issuance of this Request for Proposal, the jurisdictional split between intrastate and interstate traffic presently is 49% and 51%, respectively. The FCC may periodically change the percentage.
- e. Abbreviated (711) dialing. The network shall be so configured as to segregate 711 traffic from all other toll free traffic numbers for monitoring purposes. The network shall be designed to answer in voice mode first, then TTY, then ASCII.
- f. The transmission circuits shall meet or exceed industry interexchange performance standards for circuit loss and noise.
- g. The proposal will describe the facilities, telecommunications equipment, and software that will be used in providing TRS. The proposal must include a network design diagram that describes the network configuration to be used in providing the TRS, including the way callers will access the service, the way the contractor will handle the calls, and the quantities and types of inbound and outbound circuits necessary to complete the projected number of local and toll calls.

There shall be no limits on the number of single or sequential calls or on the length of any calls made through the relay.

4. **System Reliability:**

Specific design of the system shall be the responsibility of the contractor. The system must be designed to meet the following reliability specifications:

- a. **OSHA Standards:**

The contractor will provide an ergonomically sound workplace. The contractor will comply, within a reasonable amount of time, with any State and Federal Occupational Safety and Health Administration (OSHA) mandated requirements for the type of work being completed at the Nebraska TRS.

The contractor will certify that the proposed workplace equipment and design meets State and Federal OSHA standards and will be modified consistent with any future State and Federal OSHA standards at the expense of the contractor.
- b. **Uninterruptible Power:**

Contractor shall provide uninterrupted power sufficient to operate the relay center(s) at busy season and busy hour load for a minimum of eight (8) hours. In addition, the relay center(s) shall have installed power-generating equipment capable of operating the center for extended periods of time. The uninterrupted power source must support the switch and its peripherals, switch room environment (air conditioning if required to maintain service, fire suppression systems, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and Call Detail Record (CDR) recording.
- c. **TRS Platform:**

The switching system will include a redundant central processing unit (CPU) on "hot stand-by." or other comparable mechanism, to ensure that no calls are dropped because of processor failure; a full Maintenance and Administrative Terminal with keyboard, screen, and printer capabilities; on-line system monitoring; real time programming capabilities, which will not take the system off-line; the ability to perform preventative maintenance without taking the system off-line; and an inventory of spare critical components (to be defined by the contractor) that are maintained on site to ensure the required levels of service are met.

**d. Intercept Messages:**

Intercept messages as appropriate will be provided if a system failure occurs within the relay switch or on outbound circuits. Both voice and TTY messages will be provided. Intercept messages on inbound circuits may or may not be under the control of the service provider.

No call to the relay service will be answered by a recorded message, for voice or TTY, except in the case of a system failure or other unavoidable interruption in service. Only a continuous ringing or busy signal will be used.

**d. Courtesy intercept messages:**

The contractor shall provide a courtesy message after three rings, to inform callers that they have reached Nebraska Relay.

**e. Telecommunications Service Priority (TSP):**

The contractor shall meet Federal TSP requirements pertaining to TSP and describe the process to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

**f. Trouble Monitoring and Reporting:**

The contractor must have an established methodology for trouble reporting and tracking of events that affect its relay services. Automated switch and software maintenance alarms and real time systems surveillance shall be employed.

Once an issue has been identified as having impacted TRS service, the contractor shall record the event and begin the restoration procedure. Should the service not be restored within twenty (20) minutes, the contractor shall notify the NPSC by the next business day, fully communicating the nature of the problem and the estimated time to repair.

**g. Disaster Recovery Plan:**

The contractor will create a detailed plan for dealing with different types of natural and man-made problems. In addition, the plan should detail the levels and time frames of escalation that will be employed to address the problem and restore service. The contractor must notify the NPSC within two (2) hours after determining a disaster situation exists. For purposes of this Request for Proposal, a "disaster" is defined as any time that fifty percent (50%) or more of the incoming traffic is abandoned for a time period of thirty (30) or more minutes.

As an augmentation to the above requirements for a disaster recovery plan, the contractor will provide detailed plans which address how the contractor plans to cope with specific disasters. These may include: alternate switching of calls including network diagrams identifying where traffic will be rerouted if vulnerable circuits become inoperable; the provision of up to fifty percent (50%) redundant circuits to geographic areas where users are concentrated; a contingency plan for how disasters will be handled that are not part of the network but that may affect the network (e.g., a fire in the Central Office which serves the Nebraska TRS, winter storm affecting transportation); and / or other areas which the contractor considers important to include in a disaster plan.

A written disaster recovery report shall be filed with the NPSC within twenty-four (24) hours from the time the disaster began. The report shall explain how the problem will be corrected and give an approximate time and date the relay service will be in full operation. When service is restored, the contractor will submit a written report to the NPSC on the problem.

**h. Security:**

The relay center must be constructed and operated in such a manner that access to operator positions is denied to the public and unauthorized employees of the contractor(s). Relay service operations (CAs performing their relay function) must be performed in contractor facilities located physically within the relay center.

The contractor shall describe what measures shall be in place to secure the relay center from unauthorized access and malicious actions from both outside and from within the relay center's physical and logical environments.

**D. SERVICE STANDARDS**

**1. Access to Directory Assistance:**

The Nebraska TRS will allow users to access local and intrastate long distance directory assistance. In addition, the proposal will include a provision to interconnect with interstate directory assistance as part of the contract price. The proposal must state the proposed directory assistance rates to be charged to directory assistance users. Billing for directory assistance calls shall be at no more than the same rate that would apply if the calls had been placed within the exchange area of the originating caller and without the use of the relay operator.

**2. Access to Local Exchange Company Enhanced Services:**

The contractor shall propose methods enabling the relay user to utilize his or her local exchange convenience services (such as three-way calling or call waiting) on calls completed through the relay service to the extent that such services are compatible with the relay center network.

**3. Access to Regionally Restricted Numbers:**

The contractor must provide a means of reaching regionally-restricted numbers and the business offices of local telephone companies which have special prefixes, all of which would normally be accessible to the TTY user in his/her calling area.

**4. Access to Regionally Directed (NXX) Services:**

Contractor shall provide a detailed description of how it will relay calls to the N11 services now available in Nebraska and as its availability expands in the future (e.g. 211, 311, 411, 511, 611, 811, 911). Contractor shall also be required to identify those dialing arrangements that may be community-dependent versus carrier-dependent in completing those calls.

The following table addresses all N11 dialing in Nebraska:

<b>Table – N11 Dialing Codes and Descriptions</b>	
<b>N11 Code</b>	<b>N11 Description of Service</b>
211	The Commission assigned “211” to United Way of the Midlands for access to “First Call for Help.” First Call for Help connects people in need of health and human services assistance with the appropriate providers of such services.
311	311 is the nationally assigned access code for non-emergency police and government services and has not been implemented in Nebraska at this time.
411	411 is the nationally assigned access code to local directory services. When a consumer dials 411 they will be connected with the directory services group for their service provider (local exchange carrier, wireless carrier, or if a 1+ is dialed first their long distance carrier).
511	Weather reports and route specific road conditions can be obtained 24 hours a day for interstate and state highways throughout Nebraska by dialing 511 from any telephone in Nebraska.
611	611 is assigned nationally as the access code to a carrier’s repair service organization.
711	In CC Docket 92-105, <i>In the Matter of the Use of N11 Codes and Other Abbreviated Dialing Arrangements</i> the FCC designated 711 as the dialing for access to all telecommunication relay services (TRS). The Nebraska Public Service Commission opened Application No. C-2417 to examine issues related to the implementation of three-digit, 711, for access to all telecommunication relay services (TRS) in Nebraska. The FCC order further established an October 1, 2001, deadline for all telecommunications carriers, including wireline, wireless, PBX and payphone providers. On January 9, 2001, the Commission approved C-2417 and established June 29, 2001, as the implementation deadline for 711.
811	Neb. Rev. Stat. §§ 76-2301 – 76-2330 established the One-Call Notification System Act for the purpose of preventing injury to persons and damage to property and the interruption of utility services resulting from accidents caused by damage to underground facilities. Access to the Diggers Hotline center, located in Omaha, has been through either the local number (402) 344-3565 or the toll free number (800) 331-5666.
911	911 is the nationally designated access code to Emergency Services.

**5. Adherence to FCC Requirements and Standards:**

All mandatory minimum standards and regulations relating to TRS and CTS may be found at <https://www.ecfr.gov/current/title-47/chapter-I/subchapter-B/part-64#subpart-F> (47 C.F.R. 64.601 through 64.606) and shall at the time of bid and subsequent to it are hereby incorporated by reference as mandatory standards required in the context of this Request for Proposal and resulting awarded contract, regardless of whether said standards are specifically mentioned, named or referred to in this Request for Proposal. Where there is a difference between the standard of a FCC regulation and the standard of a requirement in this Request for Proposal, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

The Contractor shall comply with all conditions and requirements found in FCC CG Docket No. 03-123, ORDER, released August 5, 2020, which repealed the equal access and billing options rules for all TRS providers.

CTS shall also meet or exceed all current and future FCC requirements including, but not limited to, all provisions of FCC CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003; FCC CG Docket No. 03-123 ORDER released August 14, 2006; FCC CG Docket No. 03-123 REPORT AND ORDER, ORDER, DECLARATORY RULING, AND FURTHER NOTICE OF PROPOSED RULEMAKING released August 22, 2014, with the exception of the following current FCC waivers and/or exemptions: Speech-to-Speech (STS); all forms of Hearing Carry Over (HCO), including 2-line HCO, HCO to TTY, and HCO to HCO; minimum requirements for communications assistants; text to voice; ASCII and Baudot format; interpretation of typewritten American Sign Language (ASL); oral-to-type test; not refusing single or sequential calls; gender preferences; interrupt functionality; call release; and 7-1-1 dialing access for outbound calls.

**6. Adherence to NPSC Requirements and Standards:**

All minimum standards and regulations relating to TRS established by the NPSC at the time of bid and subsequent to it are hereby incorporated by reference as mandatory standards required in the context of this Request for Proposal and resulting awarded contract, regardless of whether or not said standards are specifically mentioned, named or referred to in this Request for Proposal. Where there is a difference between the standard of a NPSC regulation and the standard of a requirement in this Request for Proposal, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

**7. Blockage Rate:**

Adequate network facilities shall be used in conjunction with the TRS so that under projected calling volumes, not more than one (1) out of one hundred (100) calls must encounter a busy signal when calling the Nebraska TRS.

At a minimum, the blockage rate shall be measured for a thirty (30) minute period during each hour of each day. This information shall be reported monthly to the NPSC.

**8. Branding of Call Type:**

The TRS facility shall have the ability to record technical information (e.g. Baudot, ASCII, other enhanced transmission protocols, voice, VCO, or HCO) regarding the most recent call placed by a relay user. The relay user's next call may be automatically set up using the recorded information.

**9. Caller Profile:**

The contractor shall establish and maintain a caller profile database. This database shall be used in association for each inbound call for and querying capabilities for all outbound calls. The contractor shall be able to query the caller profile database by name as well as by phone number.

The CA or customer service representative shall input caller profile information received from TRS users for the purposes of establishing, modifying or deleting a caller's profile. The CA or customer service representative may receive such information by mail, fax, email and in all modes of relay (voice, TTY and STS). Users may request a confirmation copy of their profile from a CA or customer representative. The CA or customer representative shall confirm the user's mailing address, fax number or email address where the user wants to receive the confirmation copy. Note that the user's mailing address, fax number, or email address need not be included in the user's profile. This confirmation copy must be provided within 24 hours of the request.

The contractor may employ web site or other automated access methodologies to capture caller profile information directly from the user. A verification component shall be included if these methodologies are employed.

The contractor shall not develop profiles based solely only experience with relay users. Profiles can only be generated at the request of the user. Providers shall not use instructions given by the relay user at the start, during, or after a relayed call to develop a profile or probability profile.

The caller profile shall include a provision for relay users calling from PBX systems. The answer mode shall be in voice first.

**10. Call Record Standards:**

The contractor shall ensure that call detail record generation will be automated and available for audit and real-time monitoring by the NPSC. Hand-written tickets or hand-written call records are not acceptable. Information contained in the call detail record (CDR) shall include but not be limited to:

- a. The call record ID sequences;
- b. Communications assistant ID number;
- c. Date of the call;
- d. Session start and end times noted (at a minimum) to the nearest second;
- e. Conversation start and end times noted (at a minimum) to the nearest second;
- f. Incoming telephone number at the time of the call;
- g. Outbound telephone number at the time of the call;
- h. Total conversation minutes;
- i. Total session minutes;
- j. The call center (by assigned center ID number) or home workstation (by assigned home workstation identification number) that handled the call;
- k. Toll-free number dialed;
- l. Service type; and
- m. Other timestamps, flags, and raw data needed to record the call.

The contractor's internal controls shall provide a verification process that reconciles invoices to traffic data and ensure that minutes will be appropriately billed to the Agency.

The contractor shall be able to generate ad hoc reports based on information in the CDR.

**11. Error Correction Automation:**

This is a service that automatically corrects many of the CA's typographical errors and spells out non-TTY abbreviations that may be used by the CA in voice to text translation.

**12. Media Outreach/Awareness Campaign:**

The contractor shall propose, and if approved by the NPSC implement, a media outreach campaign subject to the following provisions:

- a. **Commencement of Awareness Campaign.**  
The contractor, with input from the NPSC, shall periodically draft and submit for approval by the NPSC a campaign proposal.
- b. **Scope of Awareness Campaign.**  
The scope of the campaign shall comprise, but not be limited to, the following considerations;
  - i. The purpose of the campaign regarding areas of emphasis including raising general awareness and understanding of relay in Nebraska, any new services being offered, educating the public regarding the Nebraska Specialized Telecommunications Equipment Program (NSTEP) and informing and educating the public regarding using existing services;
  - ii. The extent to which the various types of media will be used. For example, what percentage will be devoted to TV, radio, billboard, print, etc.; and
  - iii. Consumer groups targeted by the campaign. For example, CapTel users who may need to be informed on areas affecting them; businesses being informed on not hanging up on TTY users, etc.
- c. **Prior Approval Required.**

The contractor shall be required to obtain approval from the NPSC before formally commencing with the campaign.

**d. Payment Process.**

Payment shall not be a part of the compensation rate, but instead shall be evidenced by progress billings to be rendered as each phase of the campaign is completed. Requests for payment of campaign expenses from the TRS fund shall be submitted to the NPSC along with sufficient supporting documentation. Maximum allowable expenditures under this section shall not exceed \$50,000.00 during the contract period.

**13. Other Types of Calls:**

The Contractor shall provide the technological capability to handle combinations of the following types of calls: Text/TTY (ASCII, Baudot, Turbo Code)-to-Voice; Voice-to-Text/TTY (ASCII, Baudot, Turbo Code); Voice Carry Over (VCO); 2 Line VCO; Reverse 2-Line VCO; VCO-to-TTY; TTY-to-VCO; VCO-to-VCO; Hearing Carry Over (HCO); 2-Line HCO; Reverse 2-Line HCO; HCO-to-TTY; TTY-to-HCO; HCO-to-HCO; VCO to HCO; HCO to VCO; Speech-to-Speech (STS) to and from other TRS Types (Voice, TTY, VCO, HCO, STS); Spanish-to-Spanish for all TRS Call types; Spanish-to-Spanish for all CTS call types; Spanish-to-English for all applicable TRS call types (excludes types requiring simultaneous translation, i.e., VCO and STS); CTS to Voice; CTS to and from other TRS types (TTY, VCO, HCO, STS); and 2-Line CTS.

**14. Promotion of Relay Services/Outreach:**

The contractor shall implement a community and business outreach program to educate all people about the relay service. Each bid shall demonstrate how the contractor proposes to maintain a continuing outreach program and shall include an outline of the major points to be included in the outreach program. Outreach programs shall include, but not be limited to, media advertisements; meetings with user organizations; distribution of informational pamphlets describing how to use the relay service; TTY etiquette, including TTY abbreviated words; telephone bill inserts; wallet cards, etc. This should be written in language understandable by a majority of the deaf, hard of hearing, and/or speech impaired community. The contractor shall work with the local exchange companies to see that all telephone directories carry appropriate information about the TRS. The contractor shall also work with the NPSC in development of all outreach material to ensure that it is consistent with program goals.

The NPSC reserves the right to pre-approve any outreach material produced, especially for Nebraska, and reserves the right to require the contractor, at the contractor's expense, to correct any erroneous or inaccurate outreach material produced without the NPSC's pre-approval.

The contractor will be required to disclose the annual outreach budget for each year of the contact.

**15. Service Expansion:**

The contractor will also present the capability of expanding services in response to increasing demand. The expanded TRS shall maintain all standards listed in this Request for Proposal.

The contractor shall develop and illustrate in its proposal how this expansion will be accomplished. The plan should include, but not be limited to, plans for expanding trunking capacity, CA work stations, and equipment capacity. The plan shall also indicate an estimate of the lag time required to meet any increased call volume.

**16. Speed of Answer (Percent of Calls Answered Within 10 Seconds):**

Where the performance criteria is in terms of the percentage of calls that are answered within a specified period, the contractor shall ensure that, except during network failure, at least ninety percent (90%) of all calls are answered by the relay center within ten (10) seconds from the time the call enters the TRS system during all times of the day by any method which results in the caller's call immediately placed, not put in a queue or on hold. This shall be calculated daily/(monthly) as the sum of all inbound calls answered or abandoned in 10 seconds divided by the total number of inbound calls for the day/(month), not by periodic sampling nor by an average of averages; with queue time starting when a call originally arrives at the relay switch and ending when the call is answered by a CA ready to process the relay call or the caller terminates the call. Abandoned calls shall be included in the speed of answer calculation. A contractor's compliance with the 90% rule shall be measured on a daily basis. Measurement of the speed of answer shall begin when the relay center's equipment accepts the call from the local exchange carrier and the call is delivered by the public switched network to the contractor's TRS center. The contractor's relay center shall accept all calls immediately when offered by the LEC (without delay). Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live CA ready to relay the call; not placed in queue, placed on hold, or given a ring back or other treatment, or answered by a live communication assistant or other party that is not prepared to relay the call (such as when 711 calls are first answered by a

live assistant to determine the call type before transferring the call to a CA who will then relay the call). This information shall be reported monthly to the NPSC.

No call to the relay service will be answered by a recorded message, except as provided in section IV.C.4.d and e. Only a continuous ringing or busy signal will be used.

**17. State of the Art Technology:**

The user communities and the TRS shall benefit from technological advancements. The contractor will describe the methodology and process it will use to incorporate technological changes in the provision of telecommunications relay service as the changes become available.

**18. Text/Voice Calls:**

The Nebraska TRS shall be capable of receiving and transmitting voice calls and Baudot, American Standard Code for Information Interchange (ASCII), and other enhanced transmission protocol codes. The contractor must furnish all necessary equipment and software to be capable of communicating with Baudot, ASCII, and other enhanced transmission protocol formats at any speed commonly in use in the United States (e.g, 300, 1200, 2400, 9600, 14,400, 28,800 baud and higher).

**19. True Caller ID:**

True caller ID will be required only for relay calls placed over the public switched telephone network; e.g., TTY, Voice and STS modalities.

True caller ID imposes the obligation that the contractor has implemented Signaling System Seven (SS7). With each outbound relay call placed by a CA, the inbound relay caller's phone number shall be automatically provided to the outbound relay called party for display on the called party's (phone or TTY) Caller ID display. This includes users calling through the TRS facility on both local and carrier of choice (i.e. long distance) relay calls. This includes blocking information to be provided to the called party. The relay caller's number shall not be automatically passed on to the called party if the calling party has Caller ID blocking invoked by their local telephone company. Note: For this requirement to be fully functional the called party must also have Caller ID services provided by their local telephone company or other functionally equivalent services, and must have compatible equipment capable of displaying Caller ID text messages.

**20. TTY to TTY calls (also known as 'Call Release'):**

This service allows a TTY user to call another TTY user through TRS, when an internal switchboard or some other automated voice response unit prevents the TTY from calling direct. This service relies on the "Call Release" TRS feature.

**21. TurboCode™:**

This service provides an enhanced Baudot transmission speed up to 110 words per minute. This enhancement enables TTY callers to interrupt during the transmission.

**22. Two Line HCO calls:**

Two line HCO is only required in support of TTYs. Two-Line HCO enables a TTY user to hear from the voice user on one line while the other line is used to type messages back to the relay operator who responds to the voice user. *Note:* Two-Line HCO requires the caller to have two telephone lines, one of which must have conference or three-way calling capability.

**23. Two Line VCO calls:**

Two line VCO is only required in support of TTYs. Two line VCO for TTYs enables a VCO user to speak directly to the voice user on the one line while the other line is used to receive the relay operator's typed responses from the voice user. For people with partial hearing, two line VCO allows the VCO user to hear at least part of what the hearing party is saying while watching the TTY text display. Two line VCO allows two-way, uninterrupted conversation. *Note:* Two Line VCO requires the caller to have two telephone lines, one of which must have conference or three-way calling capability.

**24. Usage:**

No restrictions will be placed on the length or number of calls placed by customers through the relay center during each relay contact. At any time of the day, there shall be no limit on the number of consecutive calls made.

**25. Use of Abbreviated (711) Dialing:**

This TRS service shall be designed to respond to 711 calls in voice mode first, then TTY, then ASCII.



- 26. Use of Automatic Number Identification (ANI):**  
The TRS will utilize Automatic Number Identification (ANI) technology so that no caller is required to give their originating calling number.
- 27. Variable Time Stamp Indicator:**  
This is a service that notifies TTY users via a CA message that the called party is disconnected and indicates the time of disconnection. Because the TRS may not be capable of interrupting the TTY relay user's transmission of text, significant time may elapse after the non-TTY user disconnects before the macro is received. The time of disconnection would allow the TTY relay user to determine at what point the conversation was terminated.
- 28. Voice Carryover (VCO) and Hearing Carryover (HCO):**  
The contractor shall provide both voice and hearing carryover upon request of the user. A hearing-impaired person with understandable speech may request voice carryover which will allow him/her to speak directly to the hearing person and receive the message typed back on the TTY. Also, a speech-impaired person with hearing capability may request Hearing Carryover which will enable the speech-impaired person to directly hear what the other party is saying and type back his/her message which will be spoken by the CA. The portion of the call that is transmitted by Voice or Hearing Carryover shall be private (i.e. not heard by the CA) upon the request of the user.
- The contractor shall provide the technological capability to allow TTY users to speak through their voice carryover without any initial TTY typing involved at the process of calling to the Relay Service.
- In addition to voice carryover without any initial TTY typing involved, the contractor shall provide the technological capability to allow TTY or computer users with Baudot to speak through his/her voice carryover without any initial typing involved at the process of calling to the Relay Service.
- 29. Wireless Phone Calls and Paging:**  
The TRS shall be capable of receiving and transmitting voice and Baudot, ASCII and other enhanced transmission protocol calls through wireless phone calls and paging.
- 30. Real Time Text (RTT):** Real-Time Text (RTT) is desired. RTT, if provided, shall be implemented in accordance with any current FCC rules and regulations. The contractor shall work with the NPSC to create education notifications and outreach materials and presentations at events that will reach the citizens of Nebraska who need to know about RTT. The contractor shall communicate with the NPSC regarding the progress in implementing Real-Time Text (RTT) impacting the TRS platform.

## **E. CA STANDARDS**

- 1. CA Training:**  
The contractor shall demonstrate how ongoing CA training will be provided by including with its proposal an outline of a proposed CA training plan. The provision for CA training shall include, but not be limited to, American Sign Language "gloss" and grammar, Deaf, Hard of Hearing and Spanish culture, needs of speech-impaired users, and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling. Appropriate portions of in-service training for CAs shall be provided by experts from the deaf and speech-impaired community in the fields of language interpreting, American Sign Language and deaf culture, and speech-impairment. Alternatively, the contractor must demonstrate that such expertise exists on staff 24 hours a day. Re-evaluation of CAs should be assessed after one year of the CA start date.
- Additionally, CAs shall be trained to recognize TTY abbreviations used by TTY consumers, (e.g., GA, SK, HD, PLS, etc.).
- 2. Confidentiality:**  
All calls placed through the Nebraska TRS will be totally confidential. No written or electronic script will be kept beyond the duration of the call. Watching or listening to actual calls by anyone other than the relay CA is prohibited except for training or monitoring purposes or other purposes specifically authorized by the NPSC and consistent with the Nebraska Relay Service policies and procedures. CAs and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information below. CAs must be required to sign a pledge of confidentiality promising not to disclose the identity of any callers or fellow CAs or any information learned during the course of relaying calls, either during the period of employment as a CA or after termination of employment.

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

CAs shall not discuss, even among themselves or their supervisors, any name or specifics of any relay call, except in the instances of resolving complaints. CAs may discuss the general situation that they may need assistance with to clarify how to process a particular type of relay call. CAs should be trained to ask questions about procedures without revealing the name or specific information that will identify the caller. If a user is in an emergency of life-threatening situation or causes an emergency situation to exist by threatening the CA or relay service, name and specific information may be disclosed by the CA to a supervisor to expedite a solution.

The proposal shall outline the policies including a **pledge of confidentiality form** the contractor will use to preserve confidentiality. Specific policies shall be developed in the start-up period after the contract award. Such policies should include practices employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the Confidentiality Policy will be provided to a relay user upon request.

A CA or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs. Proposals shall specify the policy for reviewing alleged violations of confidentiality.

The contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay services being rendered. This information will not be used for any other purposes, except specifically authorized by the NPSC.

**3. Minimum Communications Assistant Qualifications:**

Contractor shall specify how it plans to demonstrate that CAs meet all necessary proficiency requirements. CAs shall be able to quickly and accurately type TTY messages. This will include, but not be limited to:

**a. Spelling Skills and Telephone Etiquette:**

CAs must possess 12th grade level spelling skills and basic skills in telephone etiquette.

**b. English Grammar Skills:**

CAs must demonstrate skills in English grammar at a minimum of a 12th grade level.

**c. Typing Speed of 60 WPM:**

CAs must provide a typing proficiency at a minimum of sixty (60) words per minute (WPM) for five (5) minutes with an accuracy rating of 95%. Technological aids may be used to reach the required typing speed. The relay operator's typing speed may initially be tested using standard typing tests. CAs must be tested every four (4) months to ensure that the 60 WPM for five minutes at 95% standard (voice to text) is maintained. These periodic tests shall simulate actual working conditions and cannot utilize standard typing tests. Tests should be sufficiently modified to ensure that the operators cannot "learn" the test.

Typing proficiency shall not be required of ASL interpreters used as VRS CAs unless the VRS CA is also typing relay. This assumes that the optional VRS service is offered by the contractor and the NPSC agrees to incorporate VRS as a mandatory service.

**d. Verbatim:**

CAs shall not intentionally alter a relayed conversation and, to the extent that it is not inconsistent with federal, state, or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call.

**e. Ability to Translate for Relay Users with Limited English Language Skills:**

During all shifts, relay operators shall be able to translate to conventional English from typed language of relay users, whose primary language is American Sign Language (ASL).

The contractor shall demonstrate how it plans to train CAs to translate these calls. The contractor shall indicate at what level it considers CAs to be fully trained in this capacity.

- f. Spanish Relay:**  
The contractor shall provide during all shifts of relay operation CAs fluent in Spanish in numbers sufficient to meet the demand from Spanish-using Nebraska relay callers. Spanish-speaking relay CAs shall receive and relay calls in Spanish. Contractor will also be required to translate between Spanish and English.
- g. Functional Equivalence:**  
It is extremely important that CAs convey the full content, context, and intent of the relay communication they translate. CAs must strive to maintain functional equivalence for both the TTY relay user and the non-TTY user when a communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed.

**F. CA PROCEDURES FOR RELAYING COMMUNICATION**

CAs must convey the full content, context, and intent of the relay communications they translate. It is extremely important that CAs convey intent. CAs must strive to maintain functional equivalence for both the TTY relay user and the non-TTY relay user when a communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed. **Unless requested otherwise by a relay user, the CA shall relay calls according to the following procedures:**

- 1. Full Control of the Relay Call Remains with the Relay User:**  
Generally, the caller shall have the option of telling the CA what aspects of the call she or he will handle. For example, the caller may request that she or he introduce relay services to the called party, rather than the CA.

Relay Users shall not be required to give their names or the names of the parties they are calling. This information shall not be recorded in any form without the permission and knowledge of the relay users (except for toll billing purposes).
- 2. Neutral Position:**  
CAs shall not counsel, advise, or interject personal opinions or additional information during a relay call, even if the relay communication breaks down. An exception to this, of course, occurs when either the relay called party requests assistance from a CA. Even then, a neutral position must be maintained to the greatest extent possible. CAs shall not make any value judgments on the content of any relay communication. CAs shall not have a personal conversation with anyone who calls the Nebraska TRS at any time, except to extend a polite and concise response when prompted, such as "Thank You" if a relay user comments on a job well done.
- 3. Identification of Communications Assistant-Gender and ID Number:**  
Each CA will be assigned a station or other unique identification number. When answering a relay call for text users, the CA sends to the TTY user "NRS CA #XXXX (m/f) NBR PLS Q GA" and voices to the non-TTY user "Nebraska Relay CA #XXXX. Number to call please." The relay caller has the option to request a different gender, if possible. Each operator's true identity shall be kept confidential.

EXCEPTION: If a CA identifies a conflict of interest they are to immediately remove themselves from the call and utilize the appropriate procedures for transferring the call to another CA.
- 4. Completed Call Attempts:**  
There shall be no limits on the number of single or sequential calls or on the length of any calls made through the relay.
- 5. Call Delay by Relay User:**  
CAs shall not permit telephone lines to be tied up while a relay consumer looks for a telephone number. Where appropriate, the CA shall courteously request the consumer to call back as soon as they find the number.
- 6. Call Length:**  
Upon connection of all parties, there shall be no time limit on the call.
- 7. Transmittal of Conversation:**  
CAs shall, if necessary, request that the voice consumer dictate the message less rapidly or refrain from speaking until the TTY user has completed typing their message in order to allow an effective transmittal of conversation.

8. **Incompatible Equipment:**  
When the TTY unit of the TTY user appears not to be compatible with the unit used by the CA, the assistant shall inform the TTY user to repeat for the message to be read more clearly. If the typed conversation remains unintelligible, the assistant shall inform the TTY user that they cannot read the conversation and ask the TTY user to hang up and try calling again.
9. **Call Disconnections:**  
No CAs shall disconnect a call against the wishes of the originating and terminating parties without first obtaining the permission of the relay system operator's supervisor. In the instance that a call is terminated, the supervisor shall log the reason for the termination and sign the log. The supervisor shall authorize such disconnections only in instances in which the caller is abusive to or intentionally uncooperative with the CA.
10. **Information on Status of Call:**  
CAs shall keep the relay caller informed regarding the status of a call, including but not limited to indication of such signals as dialing, ringing, busy, disconnected, recording, fax sound, or on hold.
11. **CA Comments:**  
All comments directed to either party by the assistant shall be relayed. For example, if the CA asks a hearing party, "Will you accept a collect call?", these words will be relayed to the TTY user in parentheses. Likewise, all comments directed to the CA by either party shall be relayed. For example, if a TTY user says, "yes, I will accept the charges," these words will be relayed to the non-TTY user as "(The party says, 'Yes, I will accept the charges.')."
12. **Conveyance of Non-TTY Relay Users Tone of Voice:**  
CAs shall, to the best of their abilities, convey to the TTY user the non-TTY user's tone of voice. Descriptive words shall be used to convey the tone (e.g. yelling, crying, loud, quiet, foreign accent, banging, slamming, choking, or sighing). Judgmental descriptions shall be avoided (e.g., angry, rude, disgusted, mad, or impatient). The contractor shall maintain a list of acceptable words to convey tone of voice and a list of unacceptable words that should be avoided in conveying tone of voice. Training sessions shall include a discussion of such words and instruction on how to interpret the relay user's tone of voice into descriptive words.
13. **Conveyance of TTY Relay Users Typed Text and Non-TTY Users Expressive Words:**  
When the CA verbalizes for the TTY user, the CA shall adopt a conversational tone of voice appropriate to the type of the call being made. If a TTY user types "ooohhhh" or similar expression, the CA shall verbalize accordingly. Likewise, non-TTY users groaning may be relayed as "ooohhhh", and an excited yes may be relayed as "yyeeesss."
14. **Identification of Gender of Non-TTY Relay User:**  
To the extent possible, the CA shall identify whether the non-TTY user is male, female, non-binary, or child by using parentheses at the beginning of a call as follows: "(M)", "(F)", "(N)" or "(C)".
15. **Background Noise Identified:**  
The CA will identify background noise (e.g., a baby crying, music, flipping pages) to the TTY user.
16. **Different Person Identified:**  
The CA shall indicate to the TTY relay user if another person (hearing) comes on the line.
17. **Explanation of Nebraska TRS:**  
When a TTY relay user calls a non-TTY user, the CA will ask the non-TTY called party whether they have previously used the Nebraska TRS. If such user has used the TRS before, the call will be placed without further delay. If not, the CA will explain how the service operates and will notify the TTY relay caller, using parentheses, that the Nebraska TRS is being explained to the called party.  
  
The Nebraska TRS explanation should be brief and concise. A suggested format is: "The caller is typing their conversation which will be read to you. When you hear the words 'Go Ahead', speak directly to the caller. The operator will type everything that is heard. One moment for your call to begin."
18. **Parentheses for Nonconversation Items:**  
The CA shall type in parentheses all contents of a relay call that are not part of the relay users conversation including those items discussed in items 10, 11, 12, 14, 15, 16, and 17.

- 19. Third Person Reference:**  
If either party uses the third person, the CA will relay in the third person. The CA will not intervene and will not ask one party to address the other party directly.
- 20. Voice Mail and Interactive Menus Procedures:**  
CAs must alert the relay user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. This hot key will then send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. The contractor shall electronically capture the recorded messages and be retained for the length of the call. The contractor shall not impose any charges for additional calls that must be made by the relay user to complete calls involving recording or interactive messages. The relay service shall include the capability of handling pay-per-call calls.
- a. Leaving Messages**  
CAs will leave messages on answering machines or other voice processing systems. The contractor's proposal shall describe the procedures to be used for handling calls that are connected to an answering machine or other voice processing system. The proposal shall include, at a minimum, the following steps:
- i. The CA will inform the caller when an answering machine has been reached.
  - ii. When the relay caller is a TTY, ASCII, or IP Relay user (assuming IP Relay is offered by the contractor and the NPSC agrees to incorporate this optional service contractually), the CA will try to retrieve the entire voice message and to convey the message in its entirety to the caller. If the CA is not successful in retrieving and conveying the entire message, the CA will ask the caller if the CA should call again in an attempt to retrieve and convey the remainder of the message. When the relay caller is a voice or IP Relay caller (see above IP condition), the CA will relay the answering machine message in its entirety to the caller.
  - iii. The CA will ask the caller if they wish to leave a message.
  - iv. The CA will leave the caller's message in the format of the called messaging system, e.g., voice, TTY, ASCII, or IP Relay (see above IP condition).
  - v. VCO users shall be permitted to leave their own voice messages.
  - vi. The CA will confirm to the caller that the message has been left.
- b. Retrieving Messages**  
CAs shall retrieve voice and TTY messages from voice processing systems and answering machines and relay the messages to the relay caller in the caller's calling format (voice, TTY, ASCII, IP Relay (if allowed contractually), etc.) Unless instructed otherwise by the caller, the CA shall attempt to capture and record each message in its entirety and relay it to the caller. If more than one call to the answering machine or voice processing system is required to retrieve the entire message, the relay caller will only be charged for one call (the last call). Contractor shall propose procedures for handling this requirement, and the procedures shall include methods for obtaining any necessary system access codes from the user and statements regarding confidentiality of that information.
- 21. Change of Communications Assistants:**  
Change of CAs during a call is discouraged. If the change is necessary, both parties shall be informed.
- 22. Typing Error:**  
To correct a typing error, CAs shall not backspace, but continue in a forward direction by typing "xx" (common TTY conversation for error) and then typing the word correctly.
- 23. Verification:**  
CAs shall verify spelling of proper nouns, numbers, and addresses that are spoken. This shall be relayed as discussed above in R, "Parentheses for Nonconversation Items."
- 24. Emergency Call Procedures:**

The contractor shall include appropriate procedures for handling emergency calls in the shortest possible time. The procedures shall include, at a minimum, the following steps:

**a. Pass Caller's ANI to the PSAP**

The CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

**b. Stay on the Line to Ensure Connectivity**

If an emergency call is transferred to the PSAP (instead of relayed), the CA shall stay on the line as long as necessary to ensure that the PSAP operator has received the call.

**c. Relay Only Under Limited Circumstances**

The emergency call may be relayed to a PSAP operator (instead of transferred) only on a per call-by-call basis under any of the following circumstances:

- i. At the request of the caller.
- ii. At the request of the PSAP operator or PSAP supervisor.
- iii. If the PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (for example, the caller is using any communications modality other than TTY, e.g., VCO, HCO, STS, ASCII, etc.)
- iv. The CA is having technical trouble transferring the call to the PSAP (e.g., the caller is disconnected from the PSAP, the PSAP cannot establish a TTY connection).

**d. Transfer Immediately When Unsure**

If the CA suspects a relay call is an emergency requiring a response from the PSAP, the CA shall immediately treat the call as an emergency call and shall not attempt to determine if the call is an actual emergency or not.

**e. No Questioning or Advice**

The CA shall not question the caller about the exact nature of the emergency, nor give advice to the caller in response to the emergency. The CA shall transfer the call to a PSAP operator who possesses the professional training to carry out those functions.

**f. Allowance for Limited Transparency**

When processing an emergency call, CA shall be able to facilitate these calls to a greater extent than a normal relay call to the extent described herein, i.e.:

- i. The CA may inform the PSAP operator that the caller is a TTY user (or other type of relay user).
- ii. The CA may inform the PSAP of the caller's disability, name, address, and other information available to the CA from the caller's profile and ANI data, if available.
- iii. The CA does not have to be fully transparent (which is required for non-emergency verbatim relay) to the caller or PSAP operator if either the caller or PSAP operator request such non-transparency, or in the professional opinion of the CA such limited non-transparency will greatly enhance the PSAP operator's ability to understand or respond to the caller; and if the caller does not object. The key concept here is that each relayed emergency call shall be transparent verbatim relay, and the use of non-transparency shall only be for temporary summarization or for interpretation of ASL gloss terminology. For non-transparency, the CA shall not alter the relayed conversation, shall not interfere with the independence of the caller, and shall not interfere with the caller's control of the conversation. When a CA engages in non-transparency, the CA shall first identify themselves as the source of the talking or typing by indicating "Relay operator speaking" or similar language.
- iv. The CA may stay on the line for the duration of a relay call transferred to a PSAP, in which case the CA shall remain in non-active mode unless called upon by either party for relay or other assistance or information, or unless it is obvious to the CA that either party needs non-transparent services (described above) in order for effective communications to occur between the caller and the PSAP operator.

- v. When providing non-transparent services the CA shall immediately cease such non-

transparency if asked to do so by either the caller or PSAP operator.

- vi. A relay supervisor may listen to an emergency call in process if deemed necessary by the relay provider. The listening supervisor may not enter into the conversation unless the relay function is transferred to the supervisor.

**g. Replacement of CAs During An Emergency Call**

There shall be no replacement of CAs during an emergency call, except to a relay supervisor who has training in the CA skills in the modality of the caller. For example, an emergency call in STS cannot be passed on to a supervisor who is not STS fluent.

**h. Call Set-Up**

When a CA transfers or relays a call to a PSAP, the CA shall at a minimum, identify the call to the PSAP operator as a Nebraska Relay [name of relay firm] Operator number [XXXX], and if the call is relayed, shall establish the call with the normal relay instructions.

**i. Training for Emergency Call Handling**

All CAs and Supervisors shall receive training specific to responding to emergency calls.

**25. Consumer Complaint Handling and Resolution:**

The contractor shall establish procedures regarding complaints, inquiries, and comments about the TRS and its personnel. The procedure shall be described in the proposal and in appropriate outreach material. The proposal shall provide an outline of the major points to be included in the complaint, comment and inquiry procedures.

The Nebraska TRS shall ensure that TRS callers who wish to register a complaint are able to reach a supervisor or administrator while still on-line during a relay call. All complaints, including their resolution, shall be documented, kept on files and reported to the NPSC as they are incurred and shall include the customer's name, address and telephone number. A monthly summary shall also be provided to the NPSC to allow reconciliation of all complaints received for a given month at the relay center as being received by the NPSC. One acceptable method to aid in reconciliation is the issuance of a unique identifier (complaint number). Requirements for the monthly summary is provided in Section IV.I.3.

Contractor shall maintain a consumer complaint log and complaint resolution procedures meeting FCC requirements. The log must include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. The contractor shall submit summaries of logs indicating the number of complaints received for the 12-month period ending May 31 to the State by June 20 of each year to allow the State adequate time for submission to the FCC by July 1.

**26. Policy and Procedures Manual:**

Contractor shall submit with the proposal a comprehensive outline of the proposed CA's Policy and Procedures Manual which shall include, but not limited to, confidentiality, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a relay operator.

**G. SPEECH-TO-SPEECH (STS)**

The contractor shall be required to offer STS relay service subject to the following conditions:

**1. Retention of Information**

The STS CA will have the authority, at the request of the STS user, to retain information beyond the duration of the call to facilitate the completion of consecutive calls.

**2. Interaction with Users**

The STS CA is permitted to facilitate a call for a user with a speech disability as long as the CA does not interfere with the independence of the user, the user maintains control of the conversation and the user does not oppose the intervention. STS providers shall offer STS users the option to have their voices muted so that the other party to the call will hear only the CA and will not hear the STS user's voice.

**3. Registration of Numbers**

The relay provider shall offer STS users the option to maintain at the relay center a record of regularly called names and telephone numbers. This information must be transferred to any new STS provider.

**4. Other Standards and Requirements**

The STS CA will be required to meet all other standards and requirements in its operations as set forth by the FCC.

#### **H. CAPTIONED TELEPHONE SERVICE (CapTel) - Optional**

**1. Background**

CapTel was implemented in Nebraska in October 2004 to address the needs of Nebraska's significant hard-of-hearing population. CapTel is now an optional service in Nebraska. The contractor is responsible for understanding all the issues and current FCC waivers in effect and should the FCC's position change on captioned telephone waivers that they will adhere to FCC captioned telephone modifications.

**2. CapTel Facilities**

CapTel shall operate every day, 24 hours a day. CapTel shall have redundancy features functionally equivalent to the equipment normal central offices, including uninterruptible power for emergency use. Conversations are to be transmitted in real time. Adequate network facilities shall be used in the provisioning a CapTel so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

**3. Captioned Telephone Compatibility**

Contractor shall provide CapTel service that is compatible with the State's existing captioned telephone service, currently CapTel, and that all technologies employed are compatible with the existing equipment currently being used by existing Nebraska consumer.

**4. 2-Line CapTel Service**

The contractor shall ensure CapTel services support 2-line functionality.

#### **I. SERVICE PROVIDER REPORTING REQUIREMENTS**

**1. Records Maintenance:**

The contractor will retain and maintain all records and documents relating to the services provided until such time that the Legislative Auditor has completed an audit of the NPSC regarding the TRS and the NPSC gives the contractor permission to dispose of the records. The contractor will make all records and documents relating to the services provided available for inspection and audit by the NPSC and/or an independent auditor upon the NPSC's request.

**2. Monthly Traffic Reports / Invoices:**

The contractor shall submit a monthly invoice electronically in PDF format to the person designated as the Contract Administrator for the NPSC no later than the fifteenth (15th) calendar day of the month following the reporting period. In the event the fifteenth falls on a weekend or holiday, the due date shall be the next business day. Note: There shall be separate sections for TRS, STS and CapTel. Invoices should contain, but not be limited to, the following information:

**a. Telecommunications Relay Services:**

- i. Total amount due based on the intrastate billable minutes of use (conversation or session minutes of use arrangement) applied against the price-per-minute rate;
- ii. A daily statistics report by jurisdiction for local calls, intrastate calls, interstate calls, 8XX and 900 calls, international calls (if applicable), and other calls (if applicable). These jurisdictions should be presented separately since each day of use is plotted vertically with monthly totals. The report shall contain the number of calls section for outbound, BRNA (Busy Ring/No Answer) and completed calls and the corresponding section for session minutes of use (outbound, BRNA and completed) and conversation minutes completed plotted horizontally. Percentage of calls for each jurisdiction as a percent of total shall also be provided for all calls handled and completed;
- iii. A monthly summary report by jurisdiction by intrastate/interstate that takes the monthly totals from item a.ii above and provides further detail. The intrastate section presents the categories for local, intrastate/intralata, intrastate/interlata, toll free, intrastate DA, 900 NPA access and other calls. The interstate section presents the interstate, toll free, interstate DA, 900 NPA access and international calls. The associated inbound, outbound, completed and BRNA calls, BRNA session minutes, conversation and



session minutes are also presented for both jurisdictions. Toll free and 900 access calls should reflect the FCC jurisdictional separation factor of intrastate/interstate traffic, currently 49/51%, respectively for these jurisdictions. General Assistance calls (always inbound) and its associated session minutes of use should also be presented on this report;

- iv. Speech-To-Speech reports. This service should be provided separately from TRS service and should follow the reporting of part a.ii and a.iii, above;
- v. For purposes of conversation minutes of use, a conversation minute begins when the communication assistant reaches the called party and concludes when one of the parties disconnects. The time period does not include general assistance, incomplete calls (busy, no answer, or wrong number) that do not reach the intended party and does not include set-up and call wrap-up time. For session minutes of use purposes, a session minute begins from the moment when a communications assistant is ready to render assistance and/or ready to accept information to process a call to the TRS until both relay users disconnect. This definition includes general assistance, incomplete calls (busy, no answer, or wrong number) that do not reach the intended party and includes call set-up and call wrap-up time;
- vi. Inbound calls by call center report. Calls by all call centers serving Nebraskans with the number of calls, session minutes and % of calls and % of session minutes provided. Spanish calls should be presented separately. Speech-to-Speech should be presented as a separate section.

**The following additional information should accompany the invoice (all times should be reported in decimal notation for minutes and nearest hundredth of a second):**

- i. Total number of calls by call type with its associated usage minutes, inbound and outbound calls and corresponding percent of total outbound for each category to total outbound for all calls categorized as:
  - a) TTY-Baudot calls
  - b) Turbocode calls
  - c) ASCII calls
  - d) Voice calls
  - e) Voice carry over calls
  - f) Hearing carry over calls
  - g) Deaf/Blind ASCII calls
  - h) Deaf/Blind Baudot calls
  - i) VCO to VCO calls
  - j) VCO to TTY calls
  - k) TTY to VCO calls
  - l) VCO to HCO calls
  - m) HCO to HCO calls
  - n) HCO to TTY calls;
  - o) TTY to HCO calls and;
  - p) HCO to VCO calls.
- ii. Average length of calls handled (inbound and outbound);
- iii. Average number of weekend/weekday calls placed for end users;
- iv. Total number of subscribers;
- v. Delayed call profile to show how many calls stayed in queue for the following intervals: **(Note: a separate report for Inbound, Answered and Abandoned Calls should be provided for TRS, STS and a combined TRS/STS).**
  - a. Less than and up to 1 second (0.00-1);
  - b. 1.01-5 seconds;
  - c. 5.01-10 seconds;
  - d. 10.01-15 seconds;
  - e. 15.01-20 seconds;

- f. 20.01-25 seconds;
    - g. 25.01-30 seconds;
    - h. 30.01-40 seconds;
    - i. 40.01-50 seconds;
    - j. 50.01-60 seconds;
    - k. 60.01-90 seconds;
    - l. 90.01-120 seconds;
    - m. 120.01-180 seconds;
    - Over 180 seconds.
  - vi. Calls by Jurisdiction Summary report. This report contains a section where the calls for the month are presented by jurisdiction (Local, Intrastate Intralata, Intrastate/Interlata, Interstate, International, Toll Free, Directory Assistance, 900 NPA access, General Assistance, and Other) for inbound, outbound, completed calls, conversation and session minutes of use. The second section plots that same data but by call type (TTY-Baudot, Turbocode, ASCII, Voice, etc) so those two sections reconcile to each other. There should be a separate report for Spanish Relay;
  - vii. 711 Calls By Jurisdiction. This report reflects the calls by jurisdiction for inbound, outbound, completed calls and their associated conversation and session minutes of use;
  - viii. Average daily and monthly blockage rate (number of calls reaching a busy signal when calling the relay center);
  - ix. Appropriate call detail reports from the switch should allow sufficient reconciliation to the invoice for verification purposes;
  - x. The contractor shall work with the NPSC to develop an acceptable format for TRS invoices.
- b. **Captioned Telephone Services (CTS):**  
CapTel monthly invoices shall contain, but not be limited to, the following information:
- i. Total amount due based on the intrastate billable minutes of use (conversation or session minutes of use arrangement) applied against the price-per-minute rate;
  - ii. A CapTel Summary report that takes the total conversation (or session) minutes of use and provides a deduction for the non-intrastate based usage. The deductions for interstate, international, interstate toll free minutes (currently at 51% separation factor), interstate DA minutes, in 2-Line minutes (currently at 11% separation factor), 900 minutes (currently at 51% separation factor) are used to arrive at the billable minutes of use. This number is applied against the price-per-minute rate to arrive at the total amount due as indicated in item i above. There shall be a separate section to this summary for Intrastate/Interstate jurisdictions reflecting calls and their associated conversation and session minutes of use;
  - iii. A Daily Traffic Statistics report with daily and monthly totals. This report should reflect inbound, abandoned, answered, general assistance, completed and busy ring/no answer calls. Additionally, average answer seconds, % answered in 10 seconds w/abandoned, % answered in 10 second no/abandoned, average queue seconds, conversation and session minutes of use;

**The following additional information should accompany the CapTel invoice (all times should be reported in decimal notation for minutes and nearest hundredth of a second):**

- i. Delayed Call Report, daily and monthly totals by queue seconds at 5, 10, 20, 30, 60, 90, 120, 180, 240 and >240 queue intervals. The calculation of the total inbound for the first 10 seconds of queue time divided by the inbound total for that day shall tie to the Daily Traffic Statistics report provided for an item b.iii above for % answered in 10 seconds w/abandoned. The Delayed Call Report shall be reported for inbound, answered and abandoned calls;
- ii. Traffic By Jurisdiction. This report shall be by jurisdiction (English and Spanish separated) reflected totals for the month for conversation and session minutes. Average conversation and session length of minutes of use should be provided for each jurisdiction;

- iii. Traffic Pattern Statistics. This report is similar to item ii above but calculates the % of total for both conversation and session minutes of use. Further data is provided for # of voice and data calls as well as weekend and weekday conversation or session minutes and reflects daily averages. The number of CapTel users captured by ESN for the month is also provided;
- iv. A Report on daily and monthly blockage rates. A separate section for CapTel CA statistics should be provided reflecting the following: 1) Average Word Per Minute (WPM); 2) Average Rate of Accuracy and; 3) Average Rate of Error for the month;
- v. The contractor shall work with the NPSC staff to develop an acceptable format for CapTel invoices.

**3. Customer Service Monthly report:**

The contractor shall provide a monthly service report indicating the number of inquiries and complaints for the month. These complaints and inquiries shall include, but not be limited to, the following categories; tracking #, general information, equipment-related, customer profile, outreach, service complaints, features issues, technical issues/complaints, and external complaints.

Complaints should be further subdivided to allow the NPSC to determine the nature of the complaint. For example, service complaints may involve CA accuracy/spelling/verbatim issues, CA misdialing, fraudulent/harassment calls, etc. The monthly service report should provide an explanation of resolution or status of each complaint, and date resolved.

**4. Annual Report:**

The contractor must submit an annual report no later than April 30 of the subsequent year summarizing operations for the preceding calendar year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, traffic projections and expected trends for future years. The report should incorporate yearly totals, averages of monthly statistical information and a narrative describing significant relay events and developments throughout the calendar year.

**J. PRICE QUOTATIONS**

The proposal shall be based on cost plus a reasonable rate of return type arrangement. The Cost Proposal requirements are addressed in Section VII.

**K. DELIVERABLES**

The Deliverables are as specified in items D, E, F, G, H, and I, listed and described in detail above.

## **VI. CORPORATE OVERVIEW**

This section documents the requirements that should be met by contractors in preparing the Corporate Overview.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in sections II-VI.

**The Corporate Overview should consist of the following subdivisions:**

### **1. CONTRACTOR IDENTIFICATION AND INFORMATION**

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

### **2. FINANCIAL STATEMENTS**

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the contractor's financial or banking organization.

If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The NPSC may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

### **3. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the NPSC.

### **4. OFFICE LOCATION**

The contractor's office location responsible for performance pursuant to an award of a contract with the NPSC should be identified.

### **5. RELATIONSHIPS WITH THE STATE**

The contractor should describe any dealings with the State over the previous seven (7)) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

### **6. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the contractor's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

### **7. CONTRACT PERFORMANCE**

If the contractor or any proposed Subcontractor has had a contract terminated for default during the past seven (7) years, all such instances must be described as required below. Termination for default is defined

as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past seven (7) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past seven (7) years, so declare.

If at any time during the past seven (7) years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

**8. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE**

The contractor should provide a summary matrix listing the contractor's previous projects similar to this Request for Proposal in size, scope, and complexity. The NPSC will use no more than three (3) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractor should provide narrative descriptions to highlight the similarities between the contractor's experience and this Request for Proposal. These descriptions should include:

- a. The time period of the project;
- b. The scheduled and actual completion dates;
- c. The Contractor's responsibilities;
- d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address);
- e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget;
- f. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects; and
- g. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

**9. SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The contractor should present a detailed description of its proposed approach to the management of the project.

The contractor should identify the specific professionals who will work on the NPSC's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the NPSC project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The NPSC will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the NPSC.

**10. SUBCONTRACTORS**

If the contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);

- c. percentage of performance hours intended for each Subcontract; and
- d. percentage of Subcontractor(s) performance hours.

## **VII. COST PROPOSAL REQUIREMENTS**

This section addresses the required documents contractors are to provide in preparing the Cost Proposal. The contractor shall submit the NPSC's Price Quotation Sheets in accordance with Section I.I. "Submission of Proposal."

Prices submitted on the cost proposal form, identified as 'Attachment 1.1 – Price Quotation for Mandatory Services – Telecommunications Relay Services' and 'Attachment 1.2 – Price Quotation for Optional Services – Captioned Telephone Service (CTS)' and shall be fixed for each of the five fiscal years beginning July 1 – June 30<sup>th</sup> as noted. Contractors may provide alternate pricing options which may include a price per minute arrangement and/or a Monthly Recurring Charge (MRC) for their services. Attachment 1.3 is optional and not required unless the provider is offering pricing on unsolicited services in this Request for Proposal. Unsolicited service(s)/feature(s) may or may not be included in the Contract, at the discretion of the NPSC.

### **A. PRICE QUOTATION SHEETS**

The following are the documents that shall accompany the Cost Proposal (attachments 1.2 and 1.3 are optional):

Attachment 1.1 – Price Quotation - Mandatory Services – Telecommunications Relay Service;

Attachment 1.2 – Price Quotation - Optional Services – Captioned Telephone Service (CTS) and;

Attachment 1.3 – Price Quotation – Optional Services – Unsolicited Service(s)/Feature(s)

### **B. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The NPSC reserves the right to review all aspects of pricing for reasonableness and to request clarification of any proposal where the pricing component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**THE NPSC'S PRICE QUOTATION SHEETS AND ANY OTHER PRICING DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number: RFP # PSC-TRS-2023-1**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the NPSC with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each contractor should also designate a specific contact person who will be responsible for responding to the NPSC if any clarifications of the contractor's response should become necessary. This will also be the person who the NPSC contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that contractor is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev. Stat. § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Contractor hereby attests that contractor is a Nebraska Contractor. "Nebraska Contractor" shall mean any contractor who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Request for Proposal.

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED MANUALLY IN INK

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	