

Appendix L:
Copies of TRS RFP

submitted bid proposals, as permitted under the RFP, were made by each of the three bidders before the TRS Consumer Advisory Group and the Commission's staff. Following those presentations, both the staff and the TRS Consumer Advisory Group met to prepare their recommendations to the Commission, as required by the RFP.

II. Discussion and Conclusion

The RFP indicates that, once the bid proposals are submitted, the TRS Consumer Advisory Group will review the submissions and identify in order of preference, their recommendations based on two criteria: (1) each bidder's ability to meet the requirements of the RFP and of the Federal Communications Commission's (FCC) rules pertaining to TRS; and (2) the per minute rate proposed by each bidder. The Commission's staff, too, has reviewed the proposals and submitted its own recommendation to the Commission. As required under the RFP, the staff based its recommendation not only on evaluation of the TRS Consumer Advisory Group's recommendation, but also on which bidder's proposal it judged to be most advantageous to the state of Ohio, considering: price; the interests of persons who are members of the communicatively disabled community in having access to a high-quality, technologically advanced telecommunications system; and all other factors identified in the RFP. The Commission has considered all of these same factors, in addition to the recommendations of both the TRS Consumer Advisory Group and the Commission's staff in reaching its own tentative decision, as set forth in this finding and order.

At a meeting held on May 16, 2002, following presentations of the proposals by each of the three bidders, both the TRS Consumer Advisory Group and the Commission's staff discussed the pros and cons of the three submitted bid proposals. A consensus emerged among the TRS Consumer Advisory Group members as well as among the involved staff members regarding the relative merits of the various submitted bids. Following the discussion, the two groups ranked the three bids in order of preference.¹ The results were unanimous. The order of preference, reflected on every ballot cast by both groups was: (1) Sprint; (2) Hamilton; and (3) AT&T. Thus, both the TRS Consumer Advisory Group and the Commission's staff make the same recommendation: that the Commission should tentatively accept Sprint's bid proposal, but should make final Commission acceptance of that proposal contingent upon Sprint submitting an action plan that meets with the Commission's approval, designed to enhance Sprint's outreach to, and involvement with, the community of communicatively disabled persons. In the discussion leading up to its recommendation, the TRS Consumer Advisory Group expressed the opinion that Sprint's current provision of TRS within Ohio, under the existing contract, is acceptable, and does not fall short of meeting existing regulatory standards. Under such circumstances, especially given that Sprint's proposed bid price is by far the lowest of the

¹ Based on the discussion which preceded the balloting, there was an understanding among all casting ballots that a vote in favor of Sprint's bid would be considered conditional, such that, prior to final acceptance of Sprint's bid, the TRS Consumer Advisory Group and the Commission's staff would recommend that the Commission direct the company to supplement its proposal to include specific enhancements to its existing outreach to, and involvement with, the community of persons with communications disabilities. Both staff and the advisory group further agreed to recommend that final acceptance of Sprint's bid proposal should be made contingent upon the Commission's review and approval of such outreach enhancements.

three submitted in this case, the TRS Consumer Advisory Group felt that the Commission should extend to Sprint the opportunity to continue as the Ohio TRS vendor during the next contract period, based on its submitted bid proposal. Nevertheless, the TRS Consumer Advisory Group believes that, although existing standards are being complied with, there is room for improvement in Sprint's outreach to the communicatively disabled community, and that, in making its recommendation, the TRS Consumer Advisory Group would like to see the Commission press Sprint to make a commitment towards achieving that improvement during the new contract period.

The Commission's staff, in making its recommendation, supports the TRS Consumer Advisory Group's position regarding outreach, and suggests that the Commission should also encourage Sprint to step up its efforts to provide TRS outreach to all Ohioans, including to potential users of the relay service who are without hearing and speech disabilities.

In the RFP, the Commission stated that it would be issuing an order selecting the vendor to continue the Ohio TRS during the upcoming new contract period. In accordance with the RFP, this order would include, either implicitly or explicitly, the requirements of the RFP and any amendments thereto, the vendor's offer submitted in response to the RFP, and any additional terms and conditions deemed by the Commission to be in the public interest (RFP at 26-27). The Commission stated that it may, at any time, by written order make changes to the general scope of the performance requirements for the TRS. Furthermore, the Commission reserved the right to negotiate with the successful vendor or make other additions, deletions, or changes to the order, provided that no such addition, deletion, or change would, in the sole discretion of the Commission, unduly affect the evaluation criteria set forth in the RFP. Accordingly, this order, any future Commission order regarding the TRS, and any future negotiated addition, deletion, or change between the Commission and the vendor constitutes the agreement between the vendor and the Commission.

The Commission has carefully considered all of the necessary and relevant factors in arriving at its determination. Based on our evaluation of all three proposals, the Commission concludes that each of the three bidders appears fully capable of providing TRS in Ohio in compliance with all applicable state and federal regulations. Thus, we find that none of the three bidders should be disqualified from consideration based the failure of their proposals to comply with existing technical or legal standards. Having said that, we also believe that a sufficient record exists to enable us to make a fair assessment of the comparative strengths and weaknesses of the three bid proposals submitted in this case and to make a choice in favor of one bid proposal over the others at this time.

Taking into consideration all relevant factors, and, upon review and evaluation of all the proposals submitted in response to the RFP, the Commission finds Sprint's bid proposal to be the lowest and best among the three bid proposals submitted for our consideration in this case. Accordingly, we hereby accept Sprint's bid proposal and announce that Sprint is our choice to continue as the Ohio TRS vendor during the upcoming, new contract period.

There are several reasons why the Commission has chosen Sprint. For one thing, its bid price was the lowest of all three bidders. AT&T's per-minute bid price was highest, at \$0.95. Hamilton was second, with a per-minute bid price of \$0.90. Sprint's per-minute bid price was \$0.82, one that is actually five cents below the per-minute price that prevails today. Obviously, this new, lower price reflects a strong desire by Sprint to maintain its status as the incumbent Ohio TRS vendor. Moreover, the fact that Sprint is the incumbent provider and, as such, will not have to undertake any significant start-up or transition processes in order to ensure that existing service levels for TRS continue even as the new contract period unfolds, makes Sprint's bid all the more attractive a situation where, as here, there is very little else of substance, aside from price, that practically distinguishes one bid proposal from the others submitted of record. The fact is that, in this case, the Commission is faced with three fine, strong bid proposals and that any of three bidders would appear qualified, if chosen, to serve well as the Ohio TRS vendor during the next contract period. All things being equal, Sprint's bid gets the Commission's nod here, both because Sprint has submitted the lowest price bid and because there appears little reason why the state should undertake the risk that is inherently involved in transitioning from one TRS vendor to another.

Both the TRS Consumers Advisory Group and the staff have identified Sprint's bid proposal as their top preference among the submitted bids, but have suggested that the Commission should make its final acceptance of Sprint's bid contingent upon Sprint first demonstrating a commitment to further enhancing its TRS outreach efforts. We decline to adopt this suggestion, finding that it would be inappropriate, at this stage of the case, to condition our final acceptance of any submitted bid upon compliance with any new or additional requirements that were not specifically included within the RFP issued in this case. Instead, we accept Sprint's submitted bid proposal now, finding that it meets all of the requirements of the RFP. Having said that, we reiterate that the Commission has reserved the right to, without unduly affecting evaluation criteria set forth in the RFP, work with the successful vendor to make sure that its provision of TRS is carried out in a manner most befitting the public interest. Towards that end we now direct Sprint, in its capacity as the vendor selected to continue providing TRS throughout the new contract period, immediately to begin working with our staff in exploring ways in which its existing TRS outreach efforts could be enhanced.

III. Order

It is, therefore,

ORDERED, That, in accordance with the above findings, Sprint is the Commission's choice, to continue as the Ohio TRS vendor under the new contract period which begins January 1, 2003. It is, further,

ORDERED, That Sprint, in its capacity as the vendor selected to continue providing TRS throughout the new contract period, shall immediately begin working with the Commission's staff in exploring ways in which its existing TRS outreach efforts could be enhanced. It is, further,

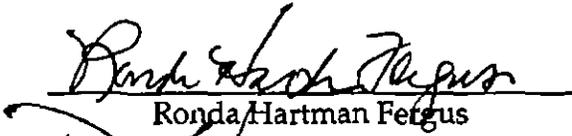
ORDERED, That nothing in this finding and order shall be binding upon the Commission in any subsequent investigation or proceeding involving the justness or reasonableness of any order, charge, rule, or regulation. It is, further,

ORDERED, That a copy of this finding and order be served upon AT&T, Hamilton, Sprint, their respective counsel, all members of the TRS Consumer Advisory Group, and upon all interested persons of record.

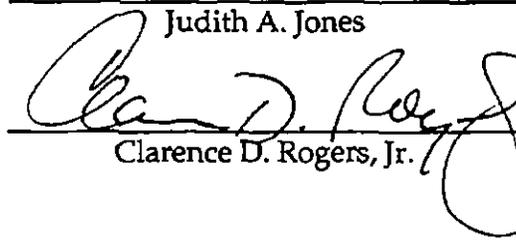
THE PUBLIC UTILITIES COMMISSION OF OHIO



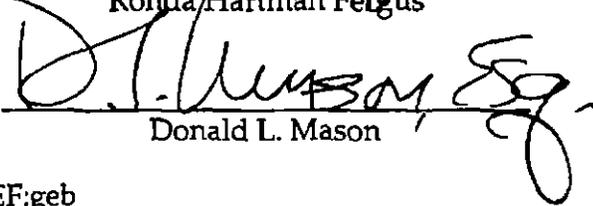
Alan R. Schriber, Chairman



Ronda Hartman Fetgus



Judith A. Jones



Donald L. Mason

Clarence D. Rogers, Jr.

DEF;geb

Entered in the Journal

JUN 27 2002

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Gay E. Vigore
Secretary

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission's)
Investigation Into Continuation of the) Case No. 01-2945-TP-COI
Ohio Telecommunications Relay Service.)

ENTRY

The Commission finds:

- (1) By entry issued November 20, 2001, the Commission issued a draft request for proposal (RFP) in this docket, which pertains to the continuation of the telecommunications relay service (TRS) in Ohio. The entry allowed interested persons an opportunity to file comments on the proposed RFP. Initial comments were due no later than December 20, 2001, and reply comments were due by January 9, 2002.
- (2) Initial comments were filed by numerous members of the public, as well as Hamilton Telephone Company (Hamilton); and jointly by United Telephone Company of Ohio d.b.a. Sprint and Sprint Communications Company L.P. (Sprint). Nearly all of the public comments were set forth in one of several "form" letters, signed and submitted by approximately 155 members of the public, each of whom is identified as "a regular customer of the Ohio Relay Service." In addition, a few individuals filed letters that were worded differently, but addressed the same concerns, in the same manner, as those that were raised in the other letters. One member of the public submitted a letter that set forth additional concerns. No reply comments were filed in this case.
- (3) By this entry we are formally issuing our RFP in final form, as set forth in an attachment to this entry. Based on our review of the record as a whole, including all comments filed in this case, as well as the recommendations made by the Commission's TRS Consumers Advisory Group (CAG)¹, we have made a few modifications to the final RFP being issued today, as compared to the draft version which we issued on November 20, 2001. What follows is a summary of those changes, and the reasons we have made them, as well as a discussion of those recommendations, set out in the filed comments, that we have declined to adopt.

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¹ The CAG met and prepared their recommendations on November 30, 2001. The recommendations were filed in this docket on February 20, 2002.

- (4) The Federal Communications Commission (FCC) has mandated that Speech-to Speech (STS) relay service² should be included as a mandatory component of both interstate and intrastate TRS. However, through inadvertence, our November 20, 2001 draft RFP mistakenly failed to include any language making STS service a required feature of the Ohio Relay Service (ORS). The RFP being issued today has been revised to include such language.
- (5) The CAG made several recommendations that we have adopted. At the CAG's suggestion, we have added language to the RFP which will require the TRS vendor to keep the Commission's staff and the CAG members apprised (on an informal basis) of any operational situations (e.g. labor disputes, strikes, changes in management and/or in staffing levels) that could potentially have a significant adverse impact on overall ORS service quality, once that potential becomes apparent. Additionally, again based on the CAG's recommendation, references to applicable federal and state confidentiality requirements for CAs have been added to the final RFP. In response to the CAG's suggestion, we also have added language to the RFP to ensure that there will be an opportunity for public participation in the process the Commission will use in deciding whether to retain a selected vendor for an additional period beyond the term of its existing contract with the state of Ohio.
- (6) Each of the letters filed in response to our November 20, 2001 entry expresses the same concerns. They each briefly recite the important role that the ORS plays in improving the accessibility, independence, and quality of life of persons with communications disabilities, describing the service as no mere "luxury" but rather, as something that has become "a life necessity" or even "a basic human right." Each sets forth a recommendation that four items should become required features of the ORS, namely, Turbo Code, Caller ID, a TTY equipment distribution program, and Video Relay Service (VRS).³ The letters allege that, in order to avoid falling behind

² STS involves the use of specially trained Communications Assistants (CAs) who understand the speech patterns of persons with speech disabilities and can repeat the words spoken. The availability of STS gives persons with certain speech disabilities an efficient alternative to using a text telephone (TTY).

³ "Turbo Code" is the name of a service feature that enhances a TRS call by allowing faster data transmission. "TTY" is the acronym used by the FCC for a "telecommunications device for the deaf" (formerly known as a TDD) and/or a "text telephone" (formerly known as a TT). It is defined as a machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system. "VRS" is 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.

other states in progressively meeting the service needs of its *communicatively impaired citizens*, Ohio should match the service parameters established in those states where these four items already exist as standard TRS service features. Sprint's comments reflect support for the idea that, based on the preferences of the TRS community, the time is ripe for making VRS a required component of the ORS.

- (7) The Commission notes that the RFP, in both the earlier draft form and now in its final form, contains language that requires both Turbo Code and Caller ID to be included as required features of the ORS. However, for the reasons described immediately below, we decline to adopt the suggestion that the final RFP should make either a TTY distribution program and/or the provision of VRS a required component of the ORS.
- (8) We find that we cannot include a TTY equipment distribution program within the ORS because there is no existing funding mechanism to support such a program. The ORS is funded through the tax credit provided for in Section 5727.44, Revised Code. That statute makes available a tax credit to "a telephone company that provides any telephone service program to aid the *communicatively impaired* in accessing the telephone network." We believe that a program whose purpose is to provide telephone equipment (rather than telephone service) to *communicatively disabled persons* would not qualify as a "telephone service program" under the statute.
- (9) We believe that the technological reliability and economic feasibility of VRS should be further demonstrated before it becomes a required feature of the ORS. Our conclusion is supported by the findings which the FCC made when, in publishing its final rules concerning TRS, it determined not to make VRS a federally mandatory feature of TRS. Beginning at Paragraph 23 of its March 6, 2000 Report and Order in CC Docket No. 98-76, the FCC stated:

We do, however, share the concerns of those parties who argue that there are technological uncertainties that make mandatory requirements for VRI premature.⁴ VRI is under development using a number of equipment configurations and there may be unresolved issues of compatibility between the relay center's equipment and the caller's equipment...[W]e are concerned that

⁴ In its March 6, 2000 decision, the FCC used the acronym "VRI" in referring to "video relay interpreting, service", which is simply another name for the video relay service that is under consideration in this case. Thus, there is no reason why the two acronyms, VRI and VRS, could not be used interchangeably.

mandating VRI on a widespread basis at this early stage of its technological development could stymie experimentation with different technologies. We believe that allowing experimentation will result in better VRI; and therefore complies with the statutory mandate that TRS services are to be provided to "the extent possible" and in the "most efficient manner." We believe that the approach we take here permits market forces, not the Commission, to determine the technology and equipment best suited to the provision of VRI, and allows for the development of new and improved technology.

We recognize the enormous potential VRI holds for consumers. In order to encourage this new technology, as is our statutory mandate, and in recognition of concerns about the costs of the service and the potentially inadequate supply of qualified interpreters, we intend to establish special funding arrangements for VRI to speed its development. During the development of this new relay service, we will permit recovery of costs associated with both intrastate and interstate calls from the interstate TRS Fund. Because there are relay centers currently providing VRI or planning to provide it in the near future, our approach has the potential to quickly give all consumers who can access it the benefit of video relay service. We also believe our approach will reduce costs and spur industry and consumer investment in the equipment and technologies necessary to use VRI, without burdening state relay programs or engendering any of the risks associated with mandating the use of equipment that has not been fully tested in the market place.

Given that demand for VRI will be low initially, because the service is in its infancy, we believe it makes sense to aggregate demand as much as possible to those centers interested in offering VRI. It is not efficient to have relay interpreters associated with one state or an interstate relay center with down time while there are people throughout the country who want to make calls through VRI but cannot because of the jurisdictional cost recovery rules.

Especially in light of these FCC findings, we have decided not to make VRS a mandatory feature of the ORS at this time. Instead, we have added the following language to the RFP, describing our outlook on the prospect that VRS may, at some time in the future, become a mandated feature of the ORS:

While not currently a required feature, VRS may be mandated at a future time once it becomes more technologically reliable and economically feasible. At such time, the Commission staff will work with the communicatively impaired community to develop a comprehensive proposal for the Commission's consideration.

- (10) Each of the letters submitted in this case recommend that the state's contract with the Ohio TRS vendor should be made sufficiently flexible as to permit the phasing-in, during the term of the contract, of services and/or products that emerge due to new technological advances, rather than permitting their introduction only through the submission of bid proposals solicited when a new contract period commences. Sprint's comments reflect sympathy with this recommendation. Sprint has proposed some specific language that it recommends the Commission should incorporate into the RFP for the purpose of specifically reserving its right to change the terms, conditions, and prices of its contract with the Ohio TRS vendor at any point during the life of such contract, even in situations where no federal mandate necessitates such a change, and without conducting a bidding process.
- (11) We find it unnecessary to add the additional language proposed by Sprint in order for the Commission to reserve the right to change the terms, conditions, and prices of the contract at anytime. Nevertheless, upon review of the comments filed in this case, we have decided to add the following additional clarifying language to the RFP:

At any time, the Commission may consider the introduction of additional technologies and corresponding services, upon a demonstration of the viability of such services on both a technological and economical basis.

- (12) About half of the letters express "disappointment" that, in this case, the Commission has not used the "town hall forum" format as a means of gathering public comment on the needs and concerns of Ohio relay service customers. In this case, the Commission instead decided to give interested persons an

opportunity to file written comments with the Commission on the proposed RFP before it was issued. We believe this approach has allowed for even broader input than would a public meeting, since participation in this proceeding has been as easy as sending a letter to the Commission. The approximately 156 letters we received from customers of the Ohio Relay Service evidence the success of gathering public input in this manner.

- (13) In a December 20, 2001 letter, Mr. Gregory Frink set forth comments on certain other topics in addition to those raised above. Specifically, he questions whether the provision of the RFP which specifies that the TRS shall have "uninterruptible power for emergency use" will sufficiently protect relay service customers from outages such as the one that occurred on October 3, 2001. On that occasion, according to Mr. Frink, the ORS experienced a blackout lasting several hours when "one main phone transmitter in Chicago blew out and knocked almost all phone calls with 800 numbers out in the Midwest states for several hours."
- (14) Upon consideration of Mr. Frink's comments in this regard, we are satisfied that the RFP sets forth an adequate operational standard pertaining to emergency back up power, namely that the "TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use." Under our MTSS rules, a four-hour battery reserve must be available for all central office and associated switching equipment. Meanwhile, all central offices with more than five thousand access lines shall have a permanently installed emergency power-generating unit, and those with five thousand access lines or less shall have either a permanently installed emergency power-generating unit or a portable generator available to be delivered on site and operating within two-hours of lost commercial power.
- (15) Mr. Frink also suggests that the RFP should be modified in such a way as to mandate that "all current local and long distance phone companies providing residential service in Ohio should cooperate with the ORS, especially with the billing." This suggestion is based on Mr. Frink's claim that, currently, "too many" phone companies' are "refusing to exchange required information and cooperate with ORS to enable ORS to bill any long distance calls to the user's choice of his/her carrier." We agree that all local and long distance telephone service companies in this state should cooperate with the Ohio TRS vendor. However, because the function of the

RFP is to establish the contractual obligations of the TRS vendor, rather than to establish obligations on other carriers generally, we will not adopt Mr. Frink's suggestion.

- (16) In its comments, Hamilton raises three concerns. First, Hamilton notes that the proposed RFP requires the successful bidder to provide access to its relay service via two specified telephone numbers, namely either by dialing 1-800-750-0750 or by dialing 7-1-1.⁵ Hamilton suggests that in addition to these numbers, the Commission should consider allowing additional toll-free numbers to be assigned to specific telecommunications relay services (e.g., voice, TTY, speech-to-speech, voice carry-over [VCO], and hearing carry-over [HCO], etc.). Mr. Frink's letter sets forth a similar suggestion that the RFP should be modified so as to permit use of a separate toll-free number for use in accessing the Spanish language relay service.
- (17) We find that separate, designated, toll-free numbers should be permitted for use in providing access to STS relay service, access to pay-per-call services,⁶ and access to the Spanish language relay service (to the extent it is offered by the ORS vendor). However, because the other services identified by Hamilton (i.e., voice, TTY, VCO and HCO) are part of basic TRS service and do not require any special access (such as the need to access a particular call center staffed with specially trained CAs), we will continue to require that they should be accessed only through both 7-1-1 and 1-800-750-0750.
- (18) Second, Hamilton requests the Commission to reconsider the requirement, set forth in the draft RFP, that timing of a relay call, for purposes of assessing toll charges, must not start until after the called party is provided instructions (if necessary) on how to use the service. Hamilton claims that changes in carrier's switches, necessary in implementing carrier-of-choice for relay users, have eliminated the opportunity for relay providers to control the timing of long distance calls, due to these switches now requiring immediate answer supervision. If answer supervision is not received in a timely fashion, many switches are setup to terminate the call as a fraud protection mechanism. For this reason, Hamilton recommends that the proposed RFP be revised to allow timing of toll calls to begin when the calling party and called party are connected, not at

⁵ Hamilton also correctly notes that the TRS vendor must provide administrative assistance through a separate, designated number, namely, 1-800-325-2223.

⁶ We have also revised the RFP to specify that the TRS vendor must provide access to pay-per-call services (e.g. 900, 976 calls), but that in no event shall the ORS incur the charges assessed by the pay-per-call vendor. Rather, such charges shall be billed to the calling party.

the conclusion of the instruction period, if any. We find merit in this recommendation and have revised the final accordingly.

- (19) Third, Hamilton seeks clarification whether the per minute rate to be quoted by bidders should be based on conversation minutes or session minutes. It points out that, when the last RFP was issued back in 1997, such a clarification was made at the pre-bid conference held in Case No. 96-1193-TP-COI. It suggests that the clarification that was made in that case should now be specifically incorporated into the current RFP. We agree with this suggestion and have modified the RFP to indicate that the successful bidder's reimbursement from the state will be based on session minutes, defined as the amount of time from when the calling party first accesses the relay center to when the call is terminated.
- (20) The deadline for submission of formal bids in response to the RFP shall be April 15, 2002. A pre-bid conference will held on March 14, 2002, in Hearing Rooms B and C, at 10:00 a.m. The purpose of the pre-bid conference will be to allow an opportunity for those entities who plan to submit bid proposals to ask questions about the RFP.

It is, therefore,

ORDERED, That the Commission hereby formally issues its RFP in this docket, as set forth in the attachment to this entry. It is, further,

ORDERED, That the deadline for the submission of bid proposals in response to the RFP shall be April 15, 2002. It is, further,

ORDERED, That a pre-bid conference will held on March 14, 2002, at the offices of the Commission 180 East Broad Street, Columbus, OH, 43215, in Hearing Rooms B and C, at 10:00 a.m. The purpose of the pre-bid conference will be to allow an additional opportunity for those entities who plan to submit bid proposals to ask questions about the RFP. It is, further,

ORDERED, That a copy of this entry be served on all members of the TRS CAG; all telecommunication service providers operating in Ohio; the Ohio Telecom Association; and upon all other interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman

Ronda Hartman Fergus

Judith A. Jones

Donald L. Mason

Clarence D. Rogers, Jr.

DEF;geb

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Gary D. Vigorito
Secretary

ATTACHMENT

PUBLIC UTILITIES COMMISSION OF OHIO

REQUEST FOR PROPOSAL

Docket No. 01-2945-TP-COI

Telecommunications Relay Service

**PUBLIC UTILITIES COMMISSION OF OHIO
REQUEST FOR PROPOSAL**

Docket No. 01-2945-TP-COI

Telecommunications Relay Service

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**PUBLIC UTILITIES COMMISSION OF OHIO
REQUEST FOR PROPOSAL**

Docket No. 01-2945-TP-COI

Telecommunications Relay Service

I. INTRODUCTION

(A) Background

On November 16, 1990, the Federal Communications Commission (FCC) released a Notice of Proposed Rulemaking in CC Docket No. 90-571 pursuant to the Americans with Disabilities Act of 1990 (ADA). The ADA, which was signed by the President on July 26, 1990, mandates that interstate and intrastate telecommunications relay services (TRS or services) be established on or before July 26, 1993, for those persons with communication disabilities, i.e., deaf, hearing disabled, or speech disabled individuals. The FCC, pursuant to the directives of the ADA, developed specific requirements for the services which were released in CC Docket No. 90-571 on July 26, 1991. Moreover, the ADA allows the FCC to extend to a state jurisdictional authority over its intrastate services, if the state's TRS satisfies the FCC's certification criteria. On December 26, 1990, the governor of the state of Ohio signed into law H.B. 254, which enacted Sections 4905.84, 4905.85, and 5727.44, Revised Code. These statutes provide funding for programs for Ohioans with communication disabilities.

The Public Utilities Commission of Ohio (PUCO) first established the Ohio Relay Service in Case No. 91-113-TP-COI, a generic docket initiated in January 1991. In that case, the Commission chose an Ohio TRS vendor to serve under a five-year contract which expired on December 31, 1997. The Commission in Case No. 96-1139-TP-COI (96-1139) chose the vendor who would be authorized to continue the Ohio TRS for a five-year period, once the contract of the initial vendor expired. The current Ohio TRS vendor's contract, established within the 96-1139 docket, is scheduled to expire at midnight on December 31, 2002. The Commission has initiated Case No. 01-2945-TP-COI both for the purpose of establishing the process for choosing the vendor who shall be authorized to continue Ohio's intrastate TRS once the Commission's contract with the existing vendor expires and also, for the purpose of actually choosing such vendor.

(B) Purpose

This request for proposal (RFP) provides interested vendors with the requisite information to prepare and submit proposals to the PUCO to provide statewide TRS. The purpose of TRS is to provide Ohioans with communication disabilities with intrastate telecommunications services that are functionally equivalent to those that are provided to persons who are without such disabilities.

The TRS will enable an individual who is communicatively disabled to communicate through an intermediary with persons who are hearing and/or speech-capable via a text telephone (TTY), e.g., telecommunications device for the deaf (TDD), teletypewriter, personal computer (PC), telebraille, or any other automated device capable of transmitting and receiving text via ASCII or Baudot transmission protocol. The TRS provides specially trained communication assistants (CAs) who act as intermediaries between persons on a TRS call.

(C) Communication Restriction

With the exception of the Commission designated pre-bid conference and Commission solicited information (see II, H), bidders, including but not limited to their employees, agents, assigns, and legal representatives, shall not communicate with any state staff, Commissioner, or member of the Commission-appointed Consumers Advisory Group (CAG) concerning this RFP from its release date until a bidder has been selected and the Commission has issued its order selecting the vendor. If a bidder attempts any unauthorized communication, the state shall reserve the right to reject that bidder's proposal.

II. PROPOSALS

(A) Proposals

Bid proposals shall be evaluated based on the bidder's ability to meet or exceed all technical, service, quality, and other requirements as outlined in this RFP at the least cost to the state of Ohio consistent with the delivery of quality service to persons who are members of the communicatively disabled community. The Commission reserves the right to reject any or all proposals made pursuant to this RFP and to modify terms of this RFP upon notice to all applicants. Response to the RFP constitutes an agreement with the conditions set forth in this RFP, and acknowledgement that the Commission has the responsibility to establish the requirements for the TRS and enforce performance of those requirements. This RFP establishes the key terms, conditions, and requirements to be performed by the successful bidder (i.e., vendor).

(B) Proposal Format

These instructions describe the required format for bidders' proposals. Additional information deemed pertinent by the bidder may be included. An identifiable tab sheet shall precede each section for ease of reference. The proposal submitted shall follow the same format as described below. All pages, except preprinted technical inserts, shall be sequentially numbered.

Any proposal submitted shall contain the following sections:

(1) Cover Letter

The cover letter shall contain the name of the project; the name and address of the firm; the name, address, and current telephone number of a contact person with authority to answer questions regarding the proposal; and the name, address, and current phone number of a contact person to be notified regarding contractual issues. Wherever possible, please use representatives within the boundaries of the state of Ohio.

The cover letter shall be signed by a representative authorized to legally bind the bidder, and shall include the following: an identification of the bidder as a corporation or other legal entity; a statement that the bidder does not discriminate on the basis of race, religion, national origin, color, sex, sexual orientation, age, disabilities, or veteran status; a statement that the bidder has sole and complete responsibility for delivery of the required services; and a statement that the proposal will be valid for 180 days.

(2) Executive Summary

The bidder shall clearly specify its competitive advantages and its proposed ability to meet the terms, conditions, and requirements as defined in this RFP.

(3) Bidder Profile

This section shall include, but not be limited to, recent data describing the following: the corporate philosophy; the current organization; the date of incorporation; ownership; the number of years in business; the total number of employees, including percentages of women and minorities both in senior level positions and throughout the company; the number of staff, both in total and in Ohio; the number of offices, both in total and in Ohio (including the location of the Ohio offices); the revenue totals for the last fiscal year; the home office location; and other appropriate company profile information, including TRS offerings provided in other states. Finally, the bidder shall include a statement describing how bidder resources and experience will support the proposed TRS, including access to back-up staff and facilities if needed.

(4) References

Five professional references shall be provided that demonstrate the ability of the bidder to provide TRS. The references must include the

name of a contact person, his or her title and affiliation, and telephone number.

(5) Body of Response

Bidders are required to adhere to the outline organization as set forth in Sections III and IV of this RFP.

(C) Submission Date

To be considered for selection, the bidder's formal response to this RFP must be submitted by a date and time to be established within an order to be issued by the Commission in Case No. 01-2945-TP-COI.

- (1) An original and twenty-one copies of each bidder's complete formal response, including any information deemed proprietary, must be submitted to:

The Public Utilities Commission of Ohio
Attn: Daniel E. Fullin, Attorney Examiner
12th Floor, Legal Department
180 East Broad Street
Columbus, Ohio 43215-3793

These complete responses will be reviewed by the Commission, the CAG, and the Commission's staff, as described in Section V of this RFP. All materials received in response to this RFP shall become the property of the Commission and may be returned only at the Commission's option. Unless otherwise directed by the Commission, the cost portions of the complete responses shall be treated in a proprietary manner until the Commission formally selects the successful bidder, at which time all responses to this RFP, in their entirety, will be considered public information.

- (2) An original and 13 copies of the bidder's complete formal response, excluding all information deemed proprietary (as determined by the Commission), must be filed in Case No. 01-2945-TP-COI.

(D) Withdrawn or Modified Proposal

Prior to the proposal due date, a submitted proposal may be withdrawn or modified by the bidder. Any such request must be signed by a person authorized to sign for the bidder. After filing, the proposals shall not be modified, except upon direction of the Commission for good cause shown.

(E) Valid Responses

All responses shall be valid and binding for 180 days from the date that responses are due.

(F) Cost of the RFP

The state of Ohio is not liable for any cost associated with the preparation of proposals or any other costs incurred by any bidder.

(G) Presentations

Prior to rendering a decision as to the successful bidder, the Commission may decide to establish a time for oral presentations to be provided on behalf of all bidders that have met or exceeded the minimum requirements of this RFP. Advance notice will be provided to any bidder requested to make a presentation.

(H) Additional Information

A bidder that submits a proposal that meets the requirements of this RFP may be requested to provide additional information in writing or to meet with representatives of the Commission and the CAG to discuss the specifics of their bid in greater detail.

III. SCOPE OF SERVICE AND GENERAL REQUIREMENTS

TRS is designed to provide virtual ubiquitous access to the telecommunications network for persons with hearing and/or speech disabilities. In fact, a primary objective of the ADA's mandate is to provide persons who are disabled with telephone service "functionally equivalent" to that enjoyed by individuals who are not disabled.

The TRS contemplated by this RFP will be comprised of one or more operator centers accessible to all Ohioans. Relay calls may be initiated by either persons who are non-disabled or disabled. In addition to regular voice transmission, the TRS must be capable of receiving and relaying calls placed by text telephones (TTYs).

When a person wishes to use the relay center, he or she will place a toll-free call to the TRS. The TRS must provide its users with a single, toll-free telephone number to access the relay, which is universally available throughout the state of Ohio. At the relay center, a communication assistant will answer the call and obtain the necessary information to assist the person in reaching the intended called party. Once the connection is made, the TRS CA relays the conversation by converting the text transmitted by the individual who is disabled to a spoken message for the person who is not disabled, and vice-versa.

By utilizing the TRS, any business or residence that has a standard telephone can reach or be reached by individuals with communication disabilities. The specific parameters within which the Ohio TRS will operate are described below.

(A) Operational standards

(1) Communication Assistants (CA)

TRS providers are responsible for requiring that CAs be sufficiently trained to effectively meet the specialized communication needs of individuals with hearing and speech disabilities; and that CAs have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications. CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed. To the extent that Video Relay Service (VRS) is provided, TRS vendors are responsible for requiring that VRS CAs are qualified interpreters. A "qualified interpreter" is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

(2) Types of calls

In addition to the processing of typical TRS calls, the following types of calls apply:

(a) Voice Carryover (VCO):

The TRS must accept calls from a voice-capable caller who is hearing-disabled and permit this caller to speak his or her own message directly to a call recipient who is hearing-capable without such transmission being processed by the relay CA.

(b) Hearing Carryover (HCO)

The TRS must accept calls from a hearing-capable caller who is speech-disabled and permit this caller to receive transmission directly from the other party without any intervention from the CA.

(c) Speech to Speech Relay Service (STS):

The TRS must provide STS, which involves the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken. The TRS

may utilize a dedicated toll-free telephone number to access STS service.

(d) Pay-Per-Call Calls:

The TRS vendor must provide access to pay-per-call services (e.g., 900, 976 calls). However, in no event shall the ORS incur the charges assessed by the pay-per-call vendor. Rather, such charges shall be billed to the calling party.

(e) Spanish Speaking Services:

While not a mandated feature, the provision of intrastate Spanish speaking relay service is encouraged. The vendor shall be compensated for the intrastate transliteration of such calls at the rate-per-minute bid price. The TRS may utilize a dedicated toll-free telephone number to provide this service.

(f) Video Relay Service (VRS):

While not currently a required feature, VRS may be mandated at a future time once it becomes more technologically reliable and economically feasible. At such time, the Commission staff will work with the communicatively impaired community to develop a comprehensive proposal for the Commission's consideration.

(g) Additional Call Types:

Consistent with the obligations of common carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services. TRS shall be capable of handling any type of call normally provided by common carriers and the burden of proving the infeasibility of handling any type of call will be placed on the carriers. Providers of TRS are permitted to decline to complete a call because credit authorization is denied. The scope of this RFP and the consequent bids must only include the processing of intrastate TRS calls. The intrastate relay system will not be required by this RFP to process interstate calls. The intrastate TRS, however, must be capable of accommodating interstate TRS, which is authorized and funded through the federal jurisdiction. Should the vendor elect to carry interstate calls, such calls should be recorded separately and distinctly from all intrastate calls and shall not be billed under the funding contract, consistent with the FCC's TRS separations requirements. Bidders, within their proposals, shall identify those types of calls that they believe to

be technologically infeasible, and further must explain, in detail, such incapacibilities. The TRS shall also provide its users with conference and three-way calling, and other customer calling features as they become available, to the extent technically feasible. Charges assessed to TRS users for such ancillary services must not exceed the charge assessed by the incumbent local exchange company (LEC) serving the exchange from which the call is being placed. Additionally, charges for ancillary services not traditionally provided by LECs (e.g., store and forward services) must not exceed the rates assessed to those persons without communication disabilities.

(3) Handling of emergency calls.

Providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately provides the nearest public safety answering point (PSAP) with the caller's telephone number. In addition, a CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services. The TRS must accept emergency calls and must be capable of relaying such calls to local emergency numbers. This service will not be recommended to replace TDD 9-1-1 emergency service or any other direct TTY access to emergency service agencies. Promotional materials should, in fact, expressly discourage the use of the TRS for processing emergency calls if more direct means are available.

(4) In-call replacement of CAs

CAs answering and placing a TTY-based TRS or VRS (to the extent available) call must stay with the call for a minimum of ten minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen minutes.

(5) CA gender preferences

TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.

(6) STS called numbers

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

(B) Technical standards

(1) ASCII and Baudot

TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.

(2) Speed of answer

TRS shall include adequate staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. TRS shall, except during network failure, answer 85 percent of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. The ten seconds begins at the time the call is delivered to the TRS center's network. The call is considered delivered when the relay center's equipment accepts the call from the local exchange carrier and the public switched network actually delivers the call to the TRS center. Abandoned calls shall be included in the speed-of-answer calculation. A provider's compliance with this rule shall be measured on a daily basis. The system shall be designed to a P.01 standard. A LEC shall provide the call attempt rates and the rates of calls blocked between the LEC and the relay center to relay administrators and relay centers upon request. No more than one call in 100 will receive a busy signal when calling the TRS. The TRS must measure its technical performance on a daily basis.

(3) Equal access to interexchange carriers

TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to voice users.

(4) TRS facilities

TRS shall operate every day, 24-hours a day. TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including uninterruptible power for emergency use. TRS shall transmit conversations between TTY and voice callers in real time. The TRS must have a sufficient number of CAs, trunks, circuits, and other facilities to achieve the standards and handle the types of calls required in this RFP. Adequate network facilities shall be used in conjunction with TRS 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.

(5) Technology

No regulation set forth in this RFP is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to persons with disabilities. VCO, HCO, and Caller ID technology are required to be standard features of TRS. Technology such as turbocode, which allows faster data transmission, is also required to be a standard feature of the TRS.

(6) Voice mail and interactive menus

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

(C) TRS System Standards

(1) Billing

The relay system must include methods of providing toll carriers with sufficient billing information to allow calls to be rendered accurately. The system must be capable of providing, at a minimum: automatic number identification (ANI), which includes the relay code; the called number; the billing start and end time; and the type of call, i.e. person-to-person, etc.

(2) Advancements

The TRS shall strive to provide the latest advancements in technology that can provide a cost-effective service without decreasing the quality of service. Furthermore, the relay system must make use of features that will assist the relay CA in relaying conversations as quickly as possible.

(3) Customer Access

The successful bidder shall provide access to its relay service and administrative assistance via the same toll free telephone numbers (1-800-750-0750 & 1-800-325-2223, respectively) in use on the date of issuance of this RFP. Each number shall be available for both voice and teletext calls, and, with the exception of the provision of STS calls, intrastate Spanish-speaking services to the extent provided, and TRS access to pay-per-call services, no additional numbers shall be utilized for the actual relaying of calls. Consistent with the FCC's requirements, all local exchange carriers and two-way commercial mobile radio service providers are required to provide their respective end users 7-1-1 access to state relay services.

(4) Employment Practices

Bidders are strongly encouraged to propose the inclusion of employees who are communicatively disabled on the relay center staff. Proposals to employ English/Spanish bilingual CAs are also strongly encouraged.

(5) In State/Out of State

The Commission requires that a minimum of 85 percent of the calls must be processed by a relay center located in the state of Ohio. Any calls processed by other relay centers must be in compliance with the terms of this RFP.

(D) TRS Service Standards

(1) Timing of Calls

For the purpose of assessing toll charges, timing of the relay call will begin immediately upon the called party answering.

(2) Person-to-Person Calls

When placing a person-to-person toll call through the TRS, callers must explicitly request that they wish to place a person-to-person call in order to communicate with a specific individual in a household or business.

(3) Intrastate Toll Discounts

Intrastate toll charges (assessed to all persons billed) for calls placed through the TRS must reflect the toll discounts mandated by the Commission in Case No. 87-206-TP-COI. The discounts shall not

apply to calls placed to pay-per-call services, such as 900, 976, or 900-like services, to the extent these services are available.

(4) Answering Machines

In the event a person with a communication disability places a toll call through the TRS and is connected to an answering machine, no additional toll charges shall be assessed to the caller if it is necessary for the CA to place an additional call to the answering machine to complete the message.

(E) TRS CA Standards (Bidder must provide detailed information in its proposal explaining how it will meet these requirements.)

(1) Training Requirements

- (a) TRS CAs must be trained in aspects of hearing and speech disability cultures and languages, including American Sign Language (ASL), Standard English Translation, Cued Speech, Fingerspelling, Manual English, Speechreading and Speech Amplification, as well as sensitivity to any other special needs of persons who are communicatively disabled.
- (b) Each CA's training must include appropriate testing to document that the required proficiency has been achieved.
- (c) CAs must be trained when new procedures and/or equipment are introduced.
- (d) Each TRS CA must possess a minimum 60 wpm typing speed.
- (e) TRS CAs must be able to process calls in English, including written English which has been influenced by the syntax of ASL, should interpretation be requested.

Each CA will be monitored with sufficient frequency to ensure that the required proficiency is consistently maintained.

(2) Confidentiality Requirements

- (a) Callers will not be required to provide any personal identifying information, except to the extent necessary to allow for proper billing.
- (b) TRS CAs are only permitted to leave messages with third parties when instructed to do so by the calling party.
- (c) TRS CAs will not intentionally alter a relayed call.
- (d) Any breach of confidentiality by a CA must result in appropriate disciplinary action, after such breach is confirmed by the relay system manager.
- (e) When training new CAs by the method of sharing past experiences, the trainers will not reveal any of the following information:
 - (1) The names, genders, or ages of the parties to a relay call;
 - (2) The originating or terminating points of a relay call; and
 - (3) The specific information conveyed in a relay call.
- (f) TRS CAs will not make any value judgments regarding the content of the message and its legality or obscenity.
- (g) All communications made by or to a person with a communication disability, in any TRS call, is deemed to be confidential and privileged and must not be disclosed by a CA in any civil or criminal proceeding, or in any legislative or administrative proceeding, unless the persons involved in the confidential communication waive such privilege or unless otherwise required by law.
- (h) The TRS providers will not maintain any form of permanent records of call contents. All printouts, recordings, or notes of relay calls must be destroyed upon completion of the call, with the exception of billing information and information retained at the request of the calling party in order to facilitate STS calls. The STS CA is permitted to retain information from a particular call in order to facilitate consecutive calls when requested by the calling party and may also retain a list of frequently called numbers when requested by the calling party.

- (i) Except as authorized by section 705 of the Communications Act, 47 U.S.C. § 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls. CAs are prohibited from intentionally altering 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. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. If VRS is provided, appropriate measures must be taken by relay providers to ensure that confidentiality of VRS users is maintained.

- (j) The CA must adhere to the Relay System Code of Ethics (Appendix A), or a similar pledge that, at a minimum, includes the requirements set forth in Appendix A, before relaying any calls. CAs must also comply with any applicable federal or state laws or regulations pertaining to CA conduct or confidentiality (e.g., 47 C.F.R. 64.604 and Section 4931.35 Ohio Revised Code).

(3) Additional Methods and Procedures

- (a) Except for STS calls, TRS CAs must relay all conversations verbatim, unless the relay user specifically requests summarization.
- (b) Relay system CAs will not counsel, advise, or interject personal opinions into any communication which they are translating, nor shall they offer their opinion or advice after either of the relay parties has hung up.
- (c) TRS CAs will not disconnect calls against the wishes of the calling or called parties without the prior consent of the relay center supervisor. In the case of disconnection, the supervisor must log the reason for such action and sign the log. Such termination will only occur where one or both parties are abusive or intentionally uncooperative with the CA.
- (d) Relay system CAs must disconnect promptly at the end of each call to avoid additional charges.
- (e) The CA shall not speak in third person to the called and/or calling party.

(F) Monthly Requirements for Billing and Auditing

(1) Calling Characteristics & Traffic Data

- (a) The TRS must create, for each relay-assisted call, a record containing, at a minimum:
 - (1) the telephone number (NPA-NXX-XXXX) or credit card number for all end user billable calls, i.e., local or toll;
 - (2) the terminating and originating telephone number (NPA-NXX-XXXX) for all calls toll in nature;
 - (3) the date of the call;
 - (4) the start and end time of the call as identified for end user billing purposes in Section III C (1);
 - (5) the start and end time of the call as defined for provider compensation purposes in Section IV C (2) (a);
 - (6) call type, e.g., person-to-person, collect, etc.;

- (7) preferred IXC for interLATA calls, or preferred IXC or LEC for intraLATA calls (to the extent that intraLATA 1+ dialing parity is available within the caller's local service area); and
 - (8) the two digit relay identification code.
- (b) The TRS provider must forward the record for each call to the designated intrastate billing agent, i.e., LEC, IXC, or independent billing vendor, within 14 days of the date such service was supplied.
- (c) The TRS provider must maintain all records and reports relating to the operation of the relay center, and shall make such records and reports available for audit by the PUCO or Department of Taxation. Such reports must include, but are not limited to, monthly traffic studies detailing the following:
- (1) blockage rates;
 - (2) the number of calls in queue;
 - (3) the length of time in queue;
 - (4) the traffic patterns identifying the area codes from which the calls originate, and the percentage of calls originated by TTY users versus customers who are hearing and voice capable;
 - (5) the average speed of answer;
 - (6) the total number of calls;
 - (7) the total minutes of use (MOUs) for provider compensation; and,
 - (8) the average duration of calls, as defined in Section (IV)(C)(2)(a) of this RFP.
- (d) The TRS provider must submit to the Commission and the CAG a detailed annual report of operations, service standards, and traffic patterns about the relay system. The initial report must be submitted by the first day of October following the date the contract is awarded. Such reports must contain, at a minimum:

- (1) the traffic study criteria listed in Sectionis (F)(1)(a), (b), and (c) above;
 - (2) any recommendations to reporting specifications which the TRS provider deems necessary to improve its rendition of the relay service; and
 - (3) a report on any complaints received during the period covered by the report, and the TRS response to the same.
- (e) Following the first year of operation of the TRS, this report must be submitted to the Commission and the CAG on an annual basis by the first day of October.

(2) Accounting & Financial Information

The relay system provider must maintain accounting and financial records detailing the expenses incurred in operating the TRS.

(G) Complaints and Inquiries Procedures

- (1) The TRS provider and PUCO shall entertain informal complaints regarding the provision of intrastate TRS. The PUCO and/or TRS provider shall ensure that the complaint include the following information: name and address of the complainant; the name and address of the TRS provider against whom the complaint is made; a statement of facts supporting the complainant's allegation that the TRS provided it has violated or is violating Section 225 of the ADA and consistent with the FCC's rules; the specific relief or satisfaction sought by the complainant; and the complainant's preferred format or method of response.
- (2) The TRS provider shall file with the PUCO a statement designating an agent or agents whose principal responsibility will be to receive all complaints, inquiries, orders, decisions, and notices and other pronouncements forwarded by the Commission. Such designation shall include a name or department designation, business address, telephone number (voice and TTY), facsimile number and, if available, internet e-mail address.
- (3) The TRS provider must provide its users with a means to file service quality complaints, to offer suggestions, and to make general inquiries regarding the service. The TRS provider must accept and respond to complaints received by both mail and telephone within ten business days. The TRS provider must display a toll-free customer service telephone number (1-800-325-2223) and address on all brochures and

educational materials, as well as the Commission's public intrastate 800 voice and TDD phone numbers, for this purpose.

- (4) The TRS provider must employ all reasonable means available to resolve a complaint. In the event a complaint cannot be resolved by the TRS provider, it must refer the complaint to the Commission's Consumer Services Department's Public Interest Center. If the complaint cannot be resolved to the customer's satisfaction by the Public Interest Center personnel, a formal complaint form will be provided to the complainant. The complaint form will provide TRS users with the necessary information concerning how to file a formal complaint with the Commission. The Commission will entertain formal complaints to determine whether the TRS provider is meeting the requirements set forth by this RFP, the FCC, and the ADA. As required by the ADA, the Commission will take final action regarding any complaint within 180 days from the date it is filed. That is, all complaints will be resolved by the PUCO within 180 days after the complaint is first filed with a state entity, regardless of whether it is filed with the state relay administrator, the PUCO, the relay provider, or with any other state entity.
- (5) The TRS vendor must maintain a log of consumer complaints. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. Summaries of logs must be submitted monthly to the PUCO and annually to the FCC, consistent with the FCC's rules.
- (6) Informal complaints may be transmitted to the PUCO's Consumer Services Department by any reasonable means, such as letter, facsimile transmission, telephone (voice/TRS/TTY), Internet email, or some other method that would best accommodate a complainant's hearing or speech disability.

(H) Treatment of TRS customer information

All future contracts between the PUCO and the TRS vendor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor. Such data must be disclosed in usable form at least 60 days prior to the provider's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.

(I) Additional Considerations

- (1) Upon the stated commencement date, the TRS provider must be prepared to process all intrastate relay traffic in accordance with the terms of this RFP.
- (2) All TRS records must be made available during normal business hours for inspection by the Commission or any Commission-approved personnel.
- (3) The Commission believes that it is crucial that the vendor be aware of the needs of the TRS users to ensure that the service is meeting the day-to-day requirements of persons who are communicatively disabled. Therefore, a Consumer's Advisory Board (CAB) shall be formed by the selected vendor to provide input to the TRS Provider on issues of personnel training, outreach, and customer service. The CAB will meet periodically, as necessary, to develop and submit recommendations to the vendor. The TRS provider must be responsive to the CAB's input concerning personnel training, outreach, and customer service, and shall provide written responses to the CAB's inquiries or comments.
- (4) Prior to release for the general public, all promotional and educational materials must be submitted for review to the Commission's staff, in order to ensure the effectiveness and appropriateness of the material. Simultaneously, copies of all such materials must be submitted to the CAG, in order to enable its members to provide relevant input to the Commission.
- (5) The TRS provider must keep the Commission's staff and the members of the Commission's TRS Consumers Advisory Group apprised (on an informal basis) of any operational situations (e.g., labor disputes, strikes, changes in management and/or staffing levels) that could potentially have a significant adverse impact on overall ORS service quality, once that potential becomes apparent.

IV. INFORMATION REQUIRED FROM BIDDER

(A) Network Documentation

- (1) All bids must include a complete description of the various components of TRS, as well as how the vendor, either through direct provision or through other entities, will provide them. Such components include, but are not limited to:

- (a) all planned or existing relay center buildings, real estate, permits, rights-of-way, or clearances necessary to operate the TRS;
- (b) all telecommunications trunks, cables, or lines required to be connected to and from the relay center;
- (c) all facilities and equipment required for the provision of TRS;
- (d) all supplies, furniture, or miscellaneous items necessary for the provision of TRS;
- (e) all personnel and related training required in order to staff and operate the relay center;
- (f) all other equipment or facilities necessary for the TRS; and
- (g) the manner in which the records will be maintained in order to permit review and evaluation by the Commission staff and the CAG.

(2) The bidder's system design must illustrate:

- (a) the network configuration to be used to provide the TRS, including the way callers will access the service and the way the provider will process the traffic; and
- (b) the proposed number of personnel necessary to achieve the requirements of the RFP.

(3) The bidder must provide an explanation of how it will satisfy the FCC requirement for IXC of choice.

(B) Administrative Documents

(1) Personnel

The bidder must provide a complete description of the personnel, including supervisory personnel, necessary to staff the TRS. Such description must also include:

- (a) how the personnel will be selected, screened, and trained;
- (b) the procedures to be implemented to ensure objectivity, sensitivity, and confidentiality in relaying calls;

- (c) the procedures to be instituted to ensure that the required levels of CA proficiency in their tasks are attained and maintained;
- (d) the procedures for any refresher training and for implementation of improved procedures;
- (e) the disciplinary procedures to be applied to CAs for misconduct or failure to attain and maintain required task proficiency levels; and
- (f) staffing levels relative to changes in average call duration or call volumes, i.e., usage of the center.

(2) Advertising

The bidder must provide the Commission's Consumer Services Staff, PUCO Office of Public Affairs, and the CAG with the advertising copy it intends to utilize to promote usage of the TRS. The bidder must also describe, in detail, the media strategy it intends to adopt to promote usage and corresponding bilateral benefits of the TRS by both persons with and without communication disabilities. Additionally, the bidder must provide the Commission and the CAG, as part of its response to this RFP, any educational materials concerning how to use the system properly, including, but not limited to, brochures and mailings. The bidder must also indicate in its response to this RFP what instructional programs it intends to implement to familiarize users with how to use the TRS.

(3) Billing Information

The bidder must provide a complete description of how billing records for end user billing and provider compensation will be created and maintained.

(C) Cost and Financial Submissions

- (1) The bidder must quote its lowest and final offer concerning rates for the TRS.
- (2) The bidder must identify a single rate per minute quote (in Appendix B) to be utilized throughout the term of the contract for purposes of calculating its due compensation. The rate submitted must be based on the following assumptions:

- (a) Any call which is answered by a relay CA must count as one call to the relay center, regardless of whether the call is completed to the called party. Further, the entire duration of all calls, including those which do not successfully reach the called party, must be counted in the bidder's calculations for determining average call durations. Duration, for purposes of call averaging, shall be measured from the time a live CA answers a call until the call is terminated by the calling or called party, whichever is first. Call duration information must be rounded to the nearest second. Additionally, once a caller contacts the TRS, he or she must be permitted to make an unlimited number of calls without redialing the center. For purposes of calculating volume and duration statistics, this type of calling must count as only one call to the TRS center.
 - (b) All costs, including, but not limited to, initial start-up costs (including those costs associated with interconnecting with other carriers), and a return on investment, will be assumed to be imputed in the rate per minute quote (Appendix B) submitted by the bidder.
 - (c) To the extent a bidder's system design requires another telephone company to incur network costs, which are not recovered through tariffed charges, the successful bidder will be responsible for reimbursing such carrier.
- (3) The bidder must quote a rate for the relay service based on the annual call volumes and average call durations. The rate per minute (and associated carrying charges) shall be the sole mechanism by which the successful bidder will be compensated. The successful bidder's reimbursement from the state of Ohio will be based on session minutes, defined as the amount of time from when the calling party first accesses the relay center to when the call is terminated.
- (4) Bidders must procure a bid bond equal to no less than 5 percent of the total cost of the first year of service, assuming an average call duration of 8 minutes, and a monthly calling volume of 220,000 incoming calls. Bidders must submit, within their bid, verification (i.e., confirmation from the bonding entity) that such a bid bond has been procured.

Bidders who are financially able shall have the option to self-insure such bid bond. In the event a bidder elects to exercise this option, it shall provide sufficient assurance to the Commission that the bidder's own organization, its parent, or an affiliate stands ready to dedicate the financial resources necessary to ensure that the bidder is able to meet the obligations required by this RFP. The bidder shall further

demonstrate that its organization, parent, or affiliate possesses the necessary financial resources to fund the requirements of this RFP, and that its organization, parent, or affiliate is financially sound. If assurance is provided by a parent or affiliate, the bidder shall furnish, at a minimum, an attested statement from its parent or affiliate that it will dedicate the financial and other resources necessary to perform the duties required by this RFP, in the event the bidder is unable to meet its obligations.

- (5) The bidder must submit with its proposal copies of its latest published financial reports and any other documents and information sufficient to enable the Commission to assess the bidder's corporate and financial integrity, history, and ability to provide the TRS being proposed. Further, the Commission may request additional information if initial submissions are not deemed sufficient. The financial reports must include:
 - (a) the most recent annual report and Securities and Exchange Commission (SEC) 10K and 10Q forms of the company submitting the proposal, and of any parent company;
 - (b) when available, any investment advisory and rating agency reports issued during the past year about the company or its parent company; and
 - (c) for companies not rated by Value Line, the financial statements covering the past five years.
- (6) Each proposal must contain evidence of adequate insurance to cover claims of liability.

(D) Supplemental Submissions

- (1) Any bidder with past or present experience regarding the provision of relay service in another state must include a description of such service, a copy of any brochures publicizing the service, any publicly available information regarding the cost of the service, and statistics on call volumes, call duration, and toll percentage. Additionally, the names, titles, and telephone numbers of state administrator contacts concerning the bidder's provision of TRS to other states should be provided.
- (2) The bidder shall retain the name, Ohio Relay Service, for the service it proposes and shall not include in that name any references to or endorsements of the bidder's company.

- (3) Bidders may propose enhancements to the basic service, however, such enhancements shall be compensated at the per minute rate identified by the bidder in Appendix B of this RFP, unless otherwise noted. The proposed enhancements may include, but are not limited to, the following:
 - (a) interstate calling capability, however, costs resulting from the provision of interstate calling will not be borne by the state and adequate safeguards must be established to ensure that intrastate service quality and fiscal accountability are maintained. Further, the bidder must identify the specific safeguards which it will use to ensure that no such costs arising from interstate service will be paid by the state;
 - (b) service to users of languages other than ASL and English; and/or
 - (c) video relay trials.
- (4) If the successful bidder, during the contract period, does not incur gross receipts tax, or does not generate sufficient gross receipts tax liability to fully offset its relay revenue on an annual basis, then the bidder will first seek to recover any balance through the gross receipts tax liability of an affiliate entity. If the bidder does not anticipate that it will fully offset its relay revenue through either its gross receipts tax liability, or an affiliate's gross receipts tax liability, or a combination of both, then it shall provide a sample funding contract to be entered into between the vendor and Ameritech Ohio (Ameritech), Verizon (Verizon), Cincinnati Bell Telephone Company (Cincinnati Bell), and The United Telephone Company of Ohio d.b.a. Sprint (Sprint United), to fund the remaining balance of its TRS revenues.
- (5) Bidders must submit an explanation as to how they intend to handle input, i.e., recommendations and concerns from the CAG.
- (6) Bidders must submit an explanation as to how they will satisfy the requirement to handle emergency calls from both: (1) callers in regions served by 9-1-1, and (2) callers in regions not served by 9-1-1.

V. SELECTION CRITERIA

(A) Selection Process

Immediately following receipt of all timely filed proposals, the CAG will review the submissions and identify, in order of preference, its recommendations, based on each bidder's: 1) ability to meet the requirements of this RFP and the FCC; and 2) proposed per minute rate(s). Subsequent to receipt of the CAG's recommendations, Commission staff will review all timely filed responses, and submit its own recommendation to the Commission. In addition to considering the CAG's recommendation, staff will base its recommendation on the bidder's proposal which is most advantageous to the state of Ohio considering: price; the interests of persons who are members of the communicatively disabled community in having access to a high-quality, technologically-advanced telecommunications system; and all other factors identified in this RFP.

The Commission shall issue an order in Case No. 01-2945-TP-COI setting forth the chosen bidder. If the bidder does not anticipate generating enough gross receipts tax liability--either on its own or through an affiliate entity--to fully offset its relay costs, then the Commission order will further direct Ameritech, Verizon, Cincinnati Bell, and Sprint United each to enter into a contract(s) with the successful bidder to provide the remaining balance of the funding for the system, pursuant to the common carrier directives of the ADA.

(B) Evaluation Criteria

Failure by the bidder to demonstrate its ability to meet the Section III requirements of this RFP will result in immediate disqualification. The Commission shall use its own judgment to select a vendor based on the record as a whole and its own assessment of which of the submitted, qualified bids is lowest and best considering: price; the interests of persons who are members of the communicatively disabled community in having access to a high-quality, technologically-advanced telecommunications system; and all other factors identified in this RFP.

VI. CONDITIONS

(A) Funding

- (1) In the event the successful bidder has sufficient gross receipts tax liabilities to fully offset its relay costs, that LEC shall be responsible for all costs incurred as a result of the initiation and provision of the TRS and there will be neither a funding contract between the vendor and other LECs nor funding provided by other LECs as referred to in this section of this RFP. If the vendor is a LEC, it shall comply with all

of the terms, requirements, and conditions set forth in this RFP in its entirety and any other such terms, requirements, and conditions established by the Commission.

- (2) In the event the successful bidder does not anticipate generating sufficient gross receipts tax liability--either on its own or in conjunction with an affiliate entity--to fully offset its relay costs, then the vendor shall enter into individual funding contracts with Ameritech, Verizon, Cincinnati Bell, and Sprint United. In such an event:
 - (a) The vendor shall submit monthly invoices for payment, based on the call volumes and the average call duration for the preceding month, to Ameritech, Verizon, Cincinnati Bell, and Sprint United. These LECs shall remit payment (within 60 days of receiving the vendor's invoice) proportionately based on the approximate number of each company's access lines. That is, Ameritech will be required to make monthly payments for 64 percent of the vendor's charges; Verizon will be required to remit monthly payments for 13 percent of the vendor's charges; Cincinnati Bell will be required to remit monthly payments for 13 percent of the vendor's charges; and Sprint United will be responsible to remit monthly payments for 10 percent of the vendor's charges.
 - (b) The chosen bidder and these four LECs shall submit either joint or individual contracts to the Commission, for its review and approval, further delineating the payment arrangement between the vendor and the LECs.
 - (c) The contract(s) shall be received at the Commission's offices one (1) month after the TRS provider is chosen and shall be filed in Case No. 01-2945-TP-COI.
 - (d) Unless the Commission determines otherwise the length of the contract(s) shall be for a period of five years.

(B) Performance

- (1) The Commission shall issue an order selecting the vendor for the TRS. The order will establish the performance requirements which the vendor will be required to meet. The order shall include, either implicitly or explicitly:
 - (a) the RFP and any amendments thereto;
 - (b) the vendor's offer submitted in response to the RFP; and

- (c) any additional terms and conditions deemed by the Commission to be in the public interest.
- (2) The Commission reserves the right to negotiate with the successful vendor or make other additions, deletions, or changes to the order, provided that no such addition, deletion, or change would, in the sole discretion of the Commission, unduly affect the evaluation criteria set forth in this RFP.
- (3) At any time, the Commission may consider the introduction of additional technologies and corresponding services, upon a demonstration of the viability of such services on both a technological and economical basis.
- (4) The Commission shall re-evaluate its selection of vendor every five years. The Commission, after allowing for and considering public input prior to its decision, may elect to retain the selected vendor for an additional period of time up to five years contingent upon successful negotiations with the selected vendor concerning rates, terms, and conditions for the extension.

(C) Conflicts

In the event of a conflict in language between the documents referenced in (B) above, the provisions and requirements set forth and/or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, the Commission reserves the right to clarify any contractual relationship in writing, and such written clarification must govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarification, the RFP shall govern. The Commission shall resolve conflicts pursuant to the authority granted to it by the ADA, the FCC, and the state of Ohio.

(D) Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part to the terms and conditions of any resulting contract and Commission order. Any deviations from the RFP must be specifically defined in the bidder's proposal which, if successful, shall become part of any resulting contract and the Commission order, but such deviations must not be in conflict with the terms of this RFP and shall be expressly approved by the Commission.

(E) Modification

No modification or change of any provision in the performance requirements shall be made, or construed to have been made, unless such modification is incorporated as a written amendment by order of the Commission.

(F) Contract and Order Variation

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

(G) Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of either the funding contract or performance requirements will be waived except by the written agreement of the parties with the concurrence of the Commission. Forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply. Furthermore, until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence. Any consent by any party to or waiver of a failure by the other, whether express or implied, shall not constitute a consent of, waiver of, or excuse for any other different or subsequent failure.

(H) Entire Agreement

The funding contract and performance requirements shall represent the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, or agreements, either written or oral, between the Commission, the vendor, and the LECs relating to the subject matter therein and shall be independent of and have no effect upon any other agreements.

(I) Federal and Ohio Laws

(1) This RFP and the funding contract are subject to the laws of the state of Ohio and, where applicable, federal law.

(2) The funding contract shall be construed according to the laws of the state of Ohio. Any legal proceedings regarding this RFP or the resultant contract shall be brought before the Commission.

(J) Changes in the Scope of the Funding Contract and the Performance Requirements

The Commission may, at any time, by a written order make changes within the general scope of the performance requirements. No changes in scope are to be conducted except with the approval of the Commission. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the contract, whether changed or not changed by any such order, an adjustment may be made in the performance requirements and shall be modified in writing according to the requirements of this RFP. To the extent such a change affects the funding contract, necessary amendments shall be performed.

(K) Vendor Responsibility

Any contracts that may result from the RFP shall specify that the vendor chosen by the Commission is solely responsible for fulfillment of the contract.

(L) Performance Assignment

The vendor shall not assign the obligation to perform in accordance with the RFP and the Commission's order in whole or in part or any payment arising therefrom without the prior written consent of the Commission and the LECs. Any purported assignment is void.

(M) Vendor Personnel

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

(N) Force Majeure

The vendor will not be liable for failure to perform its obligation in accordance with the RFP and the Commission's order if such failure arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not limited to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. The vendor will take all possible steps to recover from such occurrences.

(O) Advertising Award

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

(P) Permits, Licenses, Taxes, and Registrations

- (1) The vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work to provide the TRS is performed.
- (2) The vendor shall pay any and all sales, use, gross receipts, or property taxes arising out of its provision of the TRS. Any taxes levied upon this transaction, and the equipment or services delivered pursuant hereto, shall be borne by the vendor.
- (3) The vendor must furnish certification of authority to conduct business in the state of Ohio. Certification is obtained from the secretary of state. The vendor need not be registered with the secretary of state before responding to this RFP.

(Q) Insurance

The TRS provider shall furnish and maintain such public liability and property damage insurance sufficient to protect itself and any subcontractor from claims for damages for personal injury, including accidental death, except by persons protected by workers compensation statute, and from claims for property damages, which may arise from operations and provision of the TRS, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be \$2 million for public liability, and \$1 million for property damage.

The contractor shall furnish the Commission and the CAG with certificates of insurance covering each of the several items of insurance heretofore mentioned.

(R) Performance Bond

Upon the Commission's selection of the vendor, and prior to actual commencement of service, the TRS provider must procure a performance bond necessary to guarantee uninterrupted provision of TRS. The amount of the performance bond must be equal to 100 percent of the contract price, which shall assume a period of the first year of service, (including start-up

costs), a call volume of 220,000 calls per month, and an average call duration of eight minutes. Additionally, the Commission may require an adjustment to the amount of the bond in subsequent years to reflect revised calling statistics.

Bidders who are financially able shall have the option to self-insure such performance bond. In the event a bidder elects to exercise this option, it shall provide sufficient assurance to the Commission that the bidder's own organization, its parent, or an affiliate stands ready to dedicate the financial resources necessary to ensure that the bidder is able to meet the obligations required by this RFP. The bidder shall further demonstrate that its organization, parent, or affiliate possesses the necessary financial resources to fund the requirements of this RFP, and that its organization, parent, or affiliate is financially sound. If assurance is provided by a parent or affiliate, the bidder shall furnish, at a minimum, an attested statement from its parent or affiliate that it will dedicate the financial and other resources necessary to perform the duties required by this RFP, in the event the bidder is unable to meet its obligations.

(S) Employment Practices

- (1) The vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or disability. The vendor must take affirmative action to ensure the employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor is encouraged to include employees with communication disabilities on the relay center staff and shall submit with its bid an affirmative action plan for recruiting and hiring such persons. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.
- (2) The vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification.

- (3) The vendor shall comply with the nondiscriminatory clause contained in the Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor of the United States and with 41 C.F.R. § 60. The vendor shall comply with related state of Ohio laws and regulations.

The vendor shall comply with regulations issued by the Secretary of Labor of the United States in 20 C.F.R. § 741, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973. The vendor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder.

(T) Accounting Requirements

The vendor shall establish and maintain an accounting system in accordance with the Uniform System of Accounts or generally accepted accounting principles (GAAP). The accounting system shall maintain records pertaining to the tasks defined herein and any other costs and expenditures. Specific accounting records and procedures are subject to Commission approval, and the costs properly applicable to the provision of the TRS shall be readily ascertainable therefrom.

(U) Audit Requirements

Annually, the selected vendor will be subject to an independent audit. This audit will verify the service's usage patterns and calling volumes. The cost of this annual audit will be borne by the successful bidder. The independent auditor shall be selected by the successful bidder, and shall be approved by the Commission.

(V) Records Retention

Authorized Commission representatives shall have access to and the right to examine and copy the items listed below. Access to these items shall be provided at the vendor's office in Ohio, at all reasonable times. During periods subsequent to the provision of the TRS, delivery of and access to the listed items shall be at no cost to the Commission. Specifically, the provider shall preserve and make available to the Commission the following:

- (1) All books, documents, papers, and records related to the provision of the TRS for a period of six years from the expiration or termination of the provision of the TRS.

- (2) Records involving matters in litigation shall be kept for one year following the termination of litigation and associated appeals if the litigation has terminated within six years.

(W) Independent Price Determination

By submission of a proposal, the bidder certifies the following:

- (1) The price in the proposal has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such costs with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the price that has been quoted in the proposal has not been knowingly disclosed by the bidder to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

(X) Offer of Gratuities

By submission of a bid, the bidder certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the state of Ohio, including but not limited to members of the Consumers Advisory Group, has or will benefit financially or materially from this procurement. This procurement and contracts arising out of such procurement may be terminated by the Commission if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees, from the bidder, his or her agent or employee in return for such procurement.

VII. HOLD HARMLESS

The vendor agrees to indemnify, defend, and hold harmless the state of Ohio, its officers, agents, and employees from the following:

- (1) Any claims or losses for service rendered by the vendor, person, or firm performing or supplying services, materials, or supplies, in connection with the provision of the TRS;
- (2) Any claims of losses to any person or firm injured or damaged by the acts of the vendor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data

processed in a manner not authorized by the Commission, or by federal or state regulations or statutes; and

- (3) Any failure of the vendor, its officers, or employees to observe Ohio laws, including but not limited to labor laws and minimum wages.

VIII. TERMINATION

- (A) The obligation to perform resulting from this RFP shall be subject to the following termination provisions:

- (1) Termination for Default

- (a) Any vendor who is determined in writing by the Commission to be in breach of any of the terms and conditions of the performance requirements may, in the discretion of the Commission, be declared in default and such contract may be terminated immediately as a result of such default.
- (b) A default in performance by a vendor for which the obligation to perform may be terminated shall include, but shall not be limited to, a failure to perform according to the terms, conditions, and specifications established by the RFP and the Commission's order.

- (2) Termination for Vendor Bankruptcy - In the event of the filing of a petition in bankruptcy by or against the vendor, the Commission shall have the right to require the termination of the obligation to perform upon the same terms and conditions as a termination for default.

- (3) Termination for Unavailability of Funds - In the event that the Commission determines that funding becomes unavailable, the Commission shall have the right to terminate both the obligation to perform and the funding contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the Commission.

- (B) Procedure for Termination

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

- (1) stop work on the date and to the extent specified in the notice of termination;

- (2) place no further orders for materials, services, or facilities, except as may be necessary for the completion of the work as is not terminated;
- (3) terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination;
- (4) complete the performance of such part of the work as shall not have been terminated by the notice of termination; and
- (5) take such action as may be necessary, or as the Commission may direct, for the protection and preservation of the property and which is in the possession of the vendor and in which the Commission has or may acquire an interest.

(C) Termination Claims

- (1) After receipt of a notice of termination, the vendor shall submit to the Commission any termination claim in the form and with the certification prescribed by the Commission. Such claim shall be submitted promptly, but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Commission within such six-month period or authorized extension thereof. However, if the Commission determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six-month period or extension thereof.
- (2) Upon failure of the vendor to submit its termination claim within the time allowed, the Commission may, subject to any review required by state procedures in effect as of the date of the initiation of the performance obligation determine, on the basis of information available to it, the amount, if any, due to the vendor by reason of termination and shall thereupon cause to be paid to the vendor the amount so determined.
- (3) Subject to the provisions of the previous paragraph and subject to any review required by state procedures in effect as of the date of the initiation of the performance obligation, the vendor, the contracting LECs, and the Commission may agree upon the amounts to be paid to the vendor by reason of the total or partial termination of the work pursuant to this RFP. The Commission order establishing the performance requirements and the contract between the vendor and the funding LECs shall be amended accordingly.

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

APPENDIX A

RELAY SYSTEM CODE OF ETHICS

When handling relay telephone calls, the Relay System Operator functions in the role of a communications assistant (CA). As such, the Relay System Operator has a responsibility to relay the two parts of the conversation accurately and faithfully. It is important to avoid the temptation to paraphrase. Every word that is spoken by the hearing person should be typed on the TT, and every word typed by the person who is hearing and/or speech disabled should be spoken to the person who is hearing. In other words, it is not your role to talk one-to-one to the person who is hearing but rather to act in an interpreting role. An exception to this is when there is an ASL-English translation situation. The full spirit and information of the call is relayed in this case.

As a relay CA, you may wish to remind the party who is hearing that your role is to type every word spoken - that you are simply a middle-person. This will alert the party who is hearing and protect you. If the person who is hearing becomes impatient while the person who is hearing and/or speech disabled is typing their message and begins talking to you directly, remind them that you are the Relay System Operator and all questions and statements should be directed to the party who is hearing and/or speech disabled.

Relay System Operators are expected to abide by the following Code of Ethics, based on the Code of Ethics of the Registry of Interpreters for the Deaf:

- (1) Relay System Operators shall guard all confidences entrusted to them. Everything you say and hear while relaying is confidential. Nothing is to be discussed with anyone outside the Relay Center.
- (2) Relay System Operators shall render a faithful interpretation, always conveying the content and the spirit of the speaker. Type the words spoken and speak the words typed. If one party is rude, convey this.
- (3) Relay System Operators shall not counsel, advise or give personal opinions. It is important for the caller to make his/her own decisions.

APPENDIX B

RATE PER MINUTE BIDS:

Rate per minute \$ _____

CONTRACT FOR SERVICES

This Contract is entered into between the Public Utilities Commission of Ohio (hereinafter referred to as the Commission), located at 180 East Broad Street, Columbus, Ohio 43215-3793, and Sprint Communications Company L.P. (hereinafter referred to as the Contractor).

As a condition of contracting with the Commission, contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (78 Stat, 42 U.S.C. 2000d), related nondiscrimination statutes and executive orders, and no person, on the basis of race, color, national origin sex, handicap or age, shall be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity. Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and will file a description of that program and progress report on its implementation annually with the Ohio Civil Rights Commission and the Ohio Minority Business Development Office.

Article I – Scope of Work

The Contractor shall continue to provide telecommunications relay service (TRS) in Ohio which enables persons with hearing and/or speech disabilities to communicate by telephone with persons who may or may not have such disabilities, in a manner functionally equivalent to someone without such a disability, through the use of a text telephone yoke (TTY) or other similar telecommunications device. The contractor shall continue to provide captioned telephone service (CapTel) also referred as “captioned telephone voice carry over” (VCO) in Ohio which offers consumers the equivalent of conventional voice telephone service, with direct dialing of the called party’s number, nearly simultaneous delivery of the actual voice of the called party, and written text of what the called party has said, as generated by the CA re-voicing the message.

The Contractor shall continue to provide TRS and CapTel in Ohio in accordance with this Contract and the following documents filed in the Commission’s Case No. 08-439-TP-COI, each hereby incorporated by reference: the April 16, 2008 request for proposal (the “RFP”); the Contractor’s bid in response to that RFP filed on January 30, 2009; and the Commission’s orders issued April 16, 2008, November 25, 2008, February 12, 2009, and March 25, 2009.

If a conflict exists among provisions within the documents that form the Contract, the following order of precedence will apply: (1) this Agreement, including all relevant attachments; (2) Contractor’s bid in response to the April 16, 2008 RFP; and (3) the Commission’s RFP.

Article II – Time of Performance

This Contract is subject to all necessary state approvals and, once those approvals are obtained, shall be binding upon both parties effective on July 1, 2009. As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire no later than June 30, 2011. At the end of the first biennium, which is June 30, 2011, the Commission shall, absent the Contractor's failure to meet the terms and conditions of the contract, resubmit the contract to the Controlling Board for its approval for a second biennium, under the same terms and conditions. Such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences. The contract shall terminate on June 30, 2013, unless extended by agreement of the parties.

Article III - Compensation

- A) Compensation shall be at \$0.88 per session minute for TRS and \$1.49 per session minute for CapTel, for July 1, 2009 through June 30, 2013.
- B) The obligations described in this Contract and the obligations of the State of Ohio are subject to the provisions of Section 126.07 of the Ohio Revised Code, which provides that no contract is binding unless, the Director of Budget and Management certifies that funds are available to discharge the financial obligations of the contract.
- C) Contractor affirms that it is not subject to a finding for recovery under Section 9.24 of the Ohio Revised Code, or that it has taken the appropriate remedial steps required under that section or otherwise qualifies under that section.
- D) Payment will be made by the Commission upon submission of an invoice by the Contractor. The invoice must contain the contractor's name, address, Federal Employer's Identification Number, the date(s) of service, and the total payment being sought.
- E) Payment by the Commission will be conditioned upon acceptance and approval of the reimbursement requests by the Contract Administrator in accordance with the process in paragraph F below.
- F) Payment of invoices accepted and approved by the Contract Administrator will be made within 30 days of receipt by the Commission. The Commission shall notify the Contractor within 15 days, in writing, in the event that an invoice is unacceptable. Such notice shall contain a specific statement of the reason(s) for finding the invoice unacceptable. The Commission must cooperate with the Contractor to promptly resolve any disputed charge. Disputed charges shall be resolved in good faith by the parties, and, if determined to be valid, shall be paid by the commission within five business days of such determination. If the dispute relates to billing errors, the Contractor may credit or debit, as applicable, the net difference between any

discovered overcharge or undercharge. The Commission must pay all undisputed charges.

Article IV – Ethics and Campaign Contributions

- A) Contractor affirms that it is currently in compliance with, and will continue to adhere to, the Ohio Ethics and Conflict of Interest laws and applicable executive orders.
- B) Contractor certifies that all applicable parties listed in Division (J)(3) of Section 3517.13 of the Ohio Revised Code are in full compliance with Division (J)(1) of Section 3517.13 of the Ohio Revised Code.

Article V – Assistance to a Terrorist Organization

Contractor certifies that it has not provided any material assistance, as that term is defined in Section 2909.33(C) of the Ohio Revised Code, to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.” Contractor represents that it has submitted or will submit this declaration prior to execution of this agreement. If these statements are found to be false, this agreement is void *ab initio* and Contractor shall immediately repay to the Commission any funds paid under this agreement.

Article VI – Liability

- A) Contractor agrees to indemnify and to hold the Commission and the State of Ohio harmless and immune from any and all third party claims for injury or damages arising directly from performance of this Contract and relating to personal injury, death, damage to tangible personal property, or claims made under the Fair Labor Standards Act, or any other federal or state law involving wages, overtime, or employment matters, that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the Contractor or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract.
- B) The Contractor will defend and pay all court awarded damages for claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. For any third party claim that the Contractor receives, or to minimize the potential for a claim, the Contractor may, at its sole option and expense, either procure the right for the Commission to continue using the

Services, replace or modify the Services with comparable Services, or terminate the Services.

- C) To be indemnified, the Commission must (1) give the Contractor prompt written notice of the claim, and (2) give the Contractor full and complete authority, information and assistance for the claim's defense and settlement. The Contractor will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The Commission will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the Contractor will retain sole control of the claim's settlement or defense.
- D) The Contractor's maximum liability for damages caused by its failure(s) to perform its obligations under this Contract is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Contract, excluding service disruptions, not exceed in the aggregate, in any 12 month period, an amount equal to the Commission's total net payments for the affected Products and Services. The Commission's payment obligations and the Contractor's indemnification obligations under this Contract are excluded from this provision.
- E) In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits, lost revenues, and loss of business opportunity.

Article VII – Compliance with Laws

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

Article VIII – Entire Agreement/Waiver

- A) This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- B) This Contract supersedes any and all previous agreements, whether written or oral, between the parties, and shall control in the event of any conflict or inconsistency between this Contract and the documents incorporated by reference in Article I.

- C) A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

Article IX - Severability

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

Article X – Controlling Law

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

Article XI – Successors and Assigns

Neither this Contract nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or part by Contractor, without the prior written consent of the Commission, except that Contractor may assign this Contract to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to the Commission.

Article XII - Warranties Disclaimed

Except as, and then only to the extent, expressly provided in the contract, products and services are provided “as is.” Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

Article XIII - Unauthorized Access / Hacking

Contractor is not responsible for any loss, liability, damage, or expense, including attorney’s fees, resulting from: (a) any third party claims alleged to arise in any way from unauthorized third party access to, or alteration, theft, or destruction of Customer’s data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Contractor network transmission facilities or Customer premise equipment; and (b) the content of any information transmitted by, accessed, or received through, Contractor’s provision of the products and services to the Commission, including, but not limited to, claims (i) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (ii) for infringement of patents

arising from the use of equipment, hardware or software not provided by Contractor; or (iii) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content.

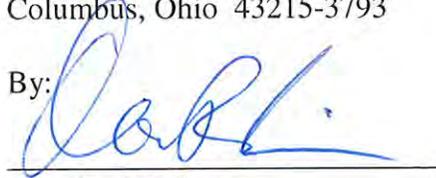
Article XIV – Deliverable Products

The deliverable product shall be the provision of TRS and CapTel from July 1, 2009, through June 30, 2013, in accordance with this Contract and the documents filed in the Commission’s Case No. 08-439-TP-COI: the April 16, 2008 request for proposal (RFP); the Contractor’s bid in response to that RFP filed on January 30, 2009; and the Commission’s orders issued April 16, 2008, November 25, 2008, February 12, 2009, and March 25, 2009.

In Witness whereof, the parties hereto have executed this Contract this _____ Day of June, 2009.

PUBLIC UTILITIES COMMISSION OF
OHIO
180 East Broad Street
Columbus, Ohio 43215-3793

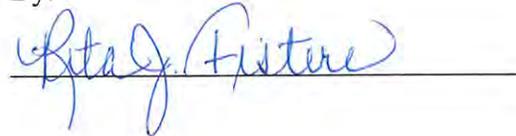
By:



Alan R. Schriber
Chairman

CONTRACTOR
(contractor address)
12524 Sunrise Valley Drive
Reston, VA 20196

By:



43-1408007
Federal Tax ID or Social Security Number

Sprint Public Sector Legal — Approved as to Legal Form
WEC — 06/22/2009