Appendix J:

Copies of Legislation or

Other Establishing TRS in the State

278.548 Telecommunications relay service program.

The commission shall establish a program to make telecommunications relay services available not later than October 1, 1991, and shall make interstate telecommunications relay services available no later than July 1, 1992. The telecommunications relay service, whether intrastate or interstate, shall be operated seven (7) days a week for twenty-four (24) hours per day for all deaf, hard-of-hearing, or speech-impaired telephone subscribers within the Commonwealth. In order to determine the most cost effective method of providing telecommunications relay services that will meet the requirements of the deaf, hard of hearing, and speech-impaired, the commission shall initiate an investigation, conduct public hearings, and solicit the advice and counsel of the deaf, hard-of-hearing persons, and speech-impaired persons and the organizations serving them. The commission may assist the Commission on the Deaf and Hard of Hearing in the TDD distribution program established pursuant to KRS 163.525.

Effective: July 15, 1994

History: Amended 1994 Ky. Acts ch. 237, sec. 2, effective July 15, 1994. – Amended 1992 Ky. Acts ch. 93, sec. 1, effective March 24, 1992; and ch. 144, sec. 16, effective July 14, 1992. -- Created 1990 Ky. Acts ch. 5, sec. 2, effective July 13, 1990.

Appendix K:

Copies of Complaint Logs

From 2008-2012

Steven L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd
P O Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

David L. Armstrong
Chairman

James Gardner
Vice-Chairman

John W. Clay
Commissioner

June 25, 2008

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-B204
Washington, DC 20554

RE: TRS Consumer Complaint Log Summaries for June 1, 2007 through May 31, 2008
CG DOCKET NO. 03-123 and DA NO. 07-2762

Dear Ms. Dortch,

The Kentucky Public Service Commission respectfully submits the enclosed complaint log alleging a violation of federal minimum standards as it relates to the provisioning of Telecommunications Relay Service. Hamilton Relay, with corporate offices located at 1001 12th Street, Aurora, NE 68818, is under contract with the State of Kentucky to provide Telecommunications Relay Service.

Hamilton tracks all complaints and all other customer service activity for the State of Kentucky. The State of Kentucky's complaint summary is associated with the following database categories:

- Miscellaneous External Complaints
- LEC External Busy
- 911 External Calls
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- CA Accuracy/Spelling/Verbatim
- CA Gave Wrong Information
- CA Did Not Keep User Informed
- CA Hung Up on Caller
- CA Misdialed Number
- CA Typing Speed

- Didn't Follow Voice Mail/Recording Procedure
- CA Typing
- Improper Use of Speed Dialing
- Poor Vocal Clarity/Enunciation
- Improperly Handled ASL or Related Culture Issues
- Improper Use of Call Release
- Improper Handling of Three Way Calling
- Caller ID Not Working Properly
- Improper Use of Customer Data
- Fraudulent/Harassment Call
- Replaced CA Improperly in Middle of Call
- Didn't Follow Emergency Call Handling Procedure
- CA Didn't Follow Policy/Procedure
- Confidentiality Breech
- Spanish to Spanish Call Handling Problems
- Miscellaneous Service Complaints
- Ringing/No Answer
- Speech to Speech Call Handling Problems
- Connect Time (TTY-Voice)
- Busy Signal/Blockage
- ASCII/Baudot Break-down
- STS Break-Down
- HCO Break-Down
- Relay Not Available 24 Hours a Day
- 711 Problems
- VCO Break-Down
- Miscellaneous Technical Complaints
- Line Disconnected
- Carrier of Choice not Available/Other Equal Access
- CapTel Complaints

Hamilton processes any complaint, which originates via e-mail, fax, telephone, regular mail, outreach events, at the workstation, etc. Those complaints and resolutions are reflected in this report. Hamilton normally provides a resolution to all complaints within 72 hours. The complaints enclosed are resolved with the exception of one equal access complaint in which the carrier involved is still working to become a carrier through relay.

In the Miscellaneous External and Fraudulent/Harassment Call categories, you will find several complaints that we believe to be associated with fraudulent activity over Internet Relay. Hamilton continues to implement protocols specifically designed to prevent calls originating from an international IP address from accessing the relay.

Please feel free to contact myself at 502-564-3940 or Dixie Ziegler with Hamilton Relay at 800-618-4781 V/TTY with any questions regarding the above.

Sincerely,

Jim Stevens, CPA

Jim Stevens, CPA
Branch Manager
Telecommunications
Kentucky Public Service Commission

cc: Arlene Alexander (paper filing)

Kentucky Relay 2007 FCC Complaint Report
6/1/07 to 5/31/08

Service Complaints--CA Did not Keep User Informed

Inquire Date 11/26/2007
Record ID 10564
Call Taken By Customer Service Rep
CA Number 5332
Responded By Chantell
Response Date 11/26/2007
Resolution 11/26/2007

Customer states that CA did not respond or keep the user informed while dialing.

Customer Service apologized and stated that the CA would be counseled. CA was counseled and customer was satisfied.

Service Complaints--Fraudulent/Harassment Call

Inquire Date 8/15/2007
Record ID 10218
Call Taken By Customer Service Rep
CA Number
Responded By Chantell
Response Date 8/15/2007
Resolution 8/15/2007

Customer has been receiving fraudulent telephone calls.

Customer Service apologized and suggested that the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if a court order was obtained then we could release the call records to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Inquire Date 8/30/2007
Record ID 10252
Call Taken By Customer Service Rep
CA Number
Responded By Chantell
Response Date 8/30/2007
Resolution 8/30/2007

Customer has been receiving harassing telephone calls.

Customer Service suggested that the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if a court order was obtained then we could release the call records to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Inquire Date 10/23/2007
Record ID 10418
Call Taken By Customer Service Rep
CA Number
Responded By C Bailey
Response Date 10/23/2007
Resolution 10/23/2007

Customer has been receiving harassing telephone calls through the relay.

Customer Service apologized and suggested that the customer contact their local telephone company or report the incident to local law enforcement. Customer Service explained that if a court order was obtained then we could release the call records to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call ***Inquire Date 12/10/2007*** **Record ID 10653** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 12/10/2007** **Resolution 12/10/2007**	Customer has been receiving fraudulent phone calls through the relay. Customer Service apologized and suggested that the customer contact their local telephone company or report the incident to the local law enforcement. Customer Service explained that if a court order was obtained then we could release the call records to the Court. Customer understood.
Service Complaints--Fraudulent/Harassment Call ***Inquire Date 2/21/2008*** **Record ID 10893** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 2/21/2008** **Resolution 2/12/2008**	Customer requested subpoena information. Customer Service forwarded subpoena information. Customer was satisfied.
Service Complaints--Fraudulent/Harassment Call ***Inquire Date 2/28/2008*** **Record ID 10907** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 2/28/2008** **Resolution 2/28/2008**	Customer has been receiving fraudulent telephone calls. Customer Service suggested that the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.
Service Complaints--Fraudulent/Harassment Call ***Inquire Date 3/7/2008*** **Record ID 10966** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 3/7/2008** **Resolution 3/7/2008**	Customer requested subpoena information for fraudulent relay calls. Customer Service faxed the requested information to the customer. Customer was satisfied.

Service Complaints--Miscellaneous ***Inquire Date 12/23/2007*** **Record ID 10696** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 12/23/2007** **Resolution 12/23/2007**	Customer stated that their call did not connect well and there was difficulty communicating with the CA. Customer Service suggested a profile to be set up to identify proper connect mode, so the call would flow smoothly. Profile was implemented and customer was appreciative.
Service Complaints--Miscellaneous ***Inquire Date 2/26/2008*** **Record ID 10946** **Call Taken By Customer Service Rep** **CA Number** **Responded By Tina** **Response Date 2/26/2008** **Resolution 2/26/2008**	Customer stated they are unable to reach Kentucky Relay Customer Service. Hamilton Customer Service apologized and forwarded the information to the technical department. The technical department discovered an issue with the telephone line. A trouble ticket was issued and the problem was resolved.
Technical Complaints--Carrier Choice not Available/Other Equal Access ***Inquire Date 11/7/2007*** **Record ID 10581** **Call Taken By Supervisor** **CA Number** **Responded By Chantell** **Response Date 11/7/2007** **Resolution**	Insight Communciations representative requested information to become a participating provider through the relay. Customer Service forwarded the request to the technical department. Information has been mailed to the provider. As of 5/31/08, Insight Communications is still not a participating provider through the relay.
Technical Complaints--Carrier Choice not Available/Other Equal Access ***Inquire Date 12/3/2007*** **Record ID 10730** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 12/3/2007** **Resolution 12/3/2007**	Customer requested Vonage as their long distance provider. Customer Service explained that Vonage is not a participating provider through the relay. A profile with an alternate provider was offered, but the customer refused. As of 5/31/08, Vonage is still not a particpating provider through the relay.

Technical Complaints--Carrier Choice not Available/Other Equal Access ***Inquire Date 12/20/2007*** **Record ID 10683** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 12/20/2007** **Resolution 12/20/2007**	Customer requested Vonage as their long distance provider. Customer Service explained that Vonage is not a participating provider through the relay. A profile with an alternate provider was offered, but the customer refused.
Technical Complaints--Carrier Choice not Available/Other Equal Access ***Inquire Date 2/1/2008*** **Record ID 10850** **Call Taken By Customer Service Rep** **CA Number** **Responded By Chantell** **Response Date 2/1/2008** **Resolution 2/1/2008**	Customer requested information about becoming a participating carrier. Customer Service forwarded the request to the technical department. Information was sent to the customer.
CapTel Complaints ***Inquire Date 7/6/2007*** **Record ID 42001** **CA Number** **Responded By JL** **Resolution 7/6/2007**	Disconnect/Reconnect during calls Sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.
CapTel Complaints ***Inquire Date 7/13/2007*** **Record ID 42699** **CA Number** **Responded By RP** **Resolution 7/13/2007**	Disconnect/Reconnect during calls Sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.
CapTel Complaints ***Inquire Date 7/13/2007*** **Record ID 42783** **CA Number** **Responded By JL** **Resolution 7/13/2007**	Disconnect/Reconnect during calls Sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence. As one measure, suggested trying another phone jack in the home to see if this makes a difference.

CapTel Complaints

Inquire Date 9/5/2007
Record ID 48152
CA Number
Responded By DF
Resolution 9/5/2007

Technical – General

One of our long distance suppliers routed some CapTel 200 calls through an incompatible network using VOIP lines that caused data reliability problems for this caller. The problem has been resolved by routing their calls through an alternate network.

CapTel Complaints

Inquire Date 9/24/2007
Record ID 49650
CA Number
Responded By MMo
Resolution 9/25/2007

Disconnect/Reconnect during calls

Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.

CapTel Complaints

Inquire Date 10/29/2007
Record ID 53323
CA Number
Responded By MMo
Resolution 10/29/2007

Disconnect/Reconnect during calls

Disconnect/Reconnect during calls Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.

CapTel Complaints

Inquire Date 11/7/2007
Record ID 54621
CA Number
Responded By JS
Resolution 11/9/2007

Billing Issue - Calling Card - unable to use

Technical Support made adjustment to allow voice user to call to CapTel user through CapTel service without incurring long distance charges while Technical Support investigated further and determined permanent resolution. Customer Service provided the calling card user with an alternate access number to call that resolved the matter. Customer confirmed this allowed him to use the calling card successfully.

CapTel Complaints

Inquire Date 12/11/2007
Record ID 57680
CA Number
Responded By MMo
Resolution 12/11/2007

Disconnect/Reconnect during calls

Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.

CapTel Complaints

Inquire Date 12/17/2007
Record ID 58383
CA Number
Responded By MMo
Resolution 12/17/2007

Disconnect/Reconnect during calls

Sent customer information explaining the difference between a CapTel phone and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.

CapTel Complaints	Technical – General
Inquire Date 1/14/2008 **Record ID 60809** **CA Number** **Responded By MMo** **Resolution 1/31/2008**	Technical Support changed the routing of this customer's calls to provide better data connection and avoidance of a VOIP network within the network routing.

CapTel Complaints	Captions Lag too far behind voice
Inquire Date 1/14/2008 **Record ID 60919** **CA Number** **Responded By DF** **Resolution 1/15/2008**	Customer shared feedback regarding seconds of delay being longer than usual. Thanked customer for this feedback and advised customer on how seconds of delay occur as voice recognition captions and corrections are generated. Asked customer to document the date, time, CA# so that we can research the call with the captioning service personnel.

CapTel Complaints	Disconnect/Reconnect during calls
Inquire Date 1/16/2008 **Record ID 60991** **CA Number** **Responded By KM** **Resolution 1/18/2008**	Technical Support changed the routing of this customer's calls to provide better data connection and avoidance of VOIP network. This remedied the circumstance for this customer. Customer pleased with results.

CapTel Complaints	Technical - General
Inquire Date 2/20/2008 **Record ID 65081** **CA Number** **Responded By JL** **Resolution 2/21/2008**	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints	Technical - General
Inquire Date 2/21/2008 **Record ID 65128** **CA Number** **Responded By JS** **Resolution 2/21/2008**	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints	Technical - General
Inquire Date 2/21/2008 **Record ID 65162** **CA Number** **Responded By DF** **Resolution 2/22/2008**	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 2/21/2008
Record ID 65180
CA Number
Responded By PH
Resolution 2/22/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 2/22/2008
Record ID 65264
CA Number
Responded By EY
Resolution 2/22/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 2/22/2008
Record ID 65414
CA Number
Responded By MMo
Resolution 2/22/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 2/25/2008
Record ID 65591
CA Number
Responded By JS
Resolution 2/25/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 2/25/2008
Record ID 65625
CA Number
Responded By EY
Resolution 2/25/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 3/11/2008
Record ID 67181
CA Number
Responded By ST
Resolution 3/11/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 3/12/2008
Record ID 67370
CA Number
Responded By ST
Resolution 3/12/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 3/24/2008
Record ID 68575
CA Number
Responded By DF
Resolution 3/24/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 3/25/2008
Record ID 68761
CA Number
Responded By MMo
Resolution 3/25/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 4/16/2008
Record ID 71295
CA Number
Responded By EY
Resolution 4/16/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 4/23/2008
Record ID 72106
CA Number
Responded By EB
Resolution 4/23/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 4/24/2008
Record ID 72107
CA Number
Responded By EB
Resolution 4/24/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 4/28/2008
Record ID 72432
CA Number
Responded By JS
Resolution 4/28/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 04/28/2008
Record ID 72439
CA Number
Responded By JS
Resolution 04/28/2008

Technical - General

Identified that calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Customer confirmed this resolved inability to dial out with captions.

CapTel Complaints

Inquire Date 4/28/2008
Record ID 72430
CA Number
Responded By KM
Resolution 4/28/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 4/28/2008
Record ID 72449
CA Number
Responded By JS
Resolution 4/28/2008

Technical - General

Identified that calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Customer confirmed this resolved inability to dial out with captions.

CapTel Complaints

Inquire Date 4/29/2008
Record ID 72597
CA Number
Responded By JG
Resolution 4/29/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints

Inquire Date 4/29/2008
Record ID 72615
CA Number
Responded By JG
Resolution 4/29/2008

Technical - General

Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.

CapTel Complaints	Technical - General
Inquire Date 4/29/2008 **Record ID 72619** **CA Number** **Responded By JG** **Resolution 4/29/2008**	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.
CapTel Complaints	Technical - General
Inquire Date 4/29/2008 **Record ID 72707** **CA Number** **Responded By JG** **Resolution 4/29/2008**	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.
CapTel Complaints	Technical - General
Inquire Date 4/29/2008 **Record ID 72714** **CA Number** **Responded By JG** **Resolution 4/29/2008**	Long distance network problem identified where calls were routed through an incompatible network using VOIP lines causing data connection difficulties. Problem resolved by tech support by routing calls through an alternate network. Confirmed with customer this remedied the circumstance.
CapTel Complaints	Disconnect/Reconnect during calls
Inquire Date 5/22/2008 **Record ID 75386** **CA Number** **Responded By ST** **Resolution 5/22/2008**	Sent customer information explaining the difference between a CapTel and a traditional phone. Explained to customer why disconnection/reconnection might be occurring and sent email with tips to reduce their occurrence.

Steven L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

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David L. Armstrong
Chairman

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Vice Chairman

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Commissioner

June 26, 2009

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

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CG DOCKET NO. 03-123
DA NO. 09-1318

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- Caller ID Not Working Properly
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- Replaced CA Improperly in Middle of Call
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- STS Break-Down
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Please feel free to contact myself at 502-564-3940 or Dixie Ziegler with Hamilton Relay at 800-618-4781 V/TTY with any questions regarding the above.

Sincerely,

Jim Stevens, CPA
Branch Manager
Telecommunications
Kentucky Public Service Commission

Kentucky Relay 2009 FCC Complaint Report
6/1/08 to 5/31/09

External Complaints--Miscellaneous

Inquire Date 7/3/2008
Record ID 11441
Call Taken By Lead CA
CA Number
Responded By Deborah
Response Date 7/3/2008
Resolution 7/3/2008

Customer reported trouble with telephone lines.

Customer Service referred customer to local telephone company to report trouble.

Service Complaints--Fraudulent/Harassment Call

Inquire Date 6/16/2008
Record ID 11319
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 6/16/2008
Resolution 6/16/2008

Customed has been receiving harassing telephone calls and requested their number be blocked.

Customer Service explained to the customer that ADA and FCC rules for functional equivalency do not allow us to block relay calls. Customer Service suggested that the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Inquire Date 3/26/2009
Record ID 12275
Call Taken By Supervisor
CA Number
Responded By Deborah
Response Date 3/26/2009
Resolution 3/26/2009

Customer has been receiving fraudulent telephone calls through the relay.

Customer Servicer suggested that the customer report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Inquire Date 3/31/2009
Record ID 12289
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 3/31/2009
Resolution 3/31/2009

Customer has been receiving fraudulent telephone calls through the relay.

Customer Service suggested that the customer report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.

Service Complaints--

Customer has been receiving fraudulent telephone calls

Fraudulent/Harassment Call

through the relay.

Inquire Date 4/17/2009
Record ID 12349
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 4/17/2009
Resolution 4/17/2009

Customer Service suggested that the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Customer has been receiving fraudulent telephone calls through the relay.

Inquire Date 4/23/2009
Record ID 12388
Call Taken By Lead CA
CA Number
Responded By Martina
Response Date 4/23/2009
Resolution 4/23/2009

Lead CA suggested that the customer contact their local telephone company or report the incident to law enforcement. Lead CA explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Customer has been receiving fraudulent telephone calls through the relay.

Inquire Date 4/30/2009
Record ID 12426
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 4/30/2009
Resolution 4/30/2009

Customer Service suggested customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.

Technical Complaints--711 Problems

Customer has been unable to access 711.

Inquire Date 6/17/2008
Record ID 11335
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 6/17/2008
Resolution 6/17/2008

Customer Service forwarded information to the technical department. The technical department discovered no issues. Test calls were placed, which were successful. Customer was referred to their local telephone company. Customer understood.

Technical Complaints--711

Customer stated unable to access 711 through the relay.

Problems

Inquire Date 6/18/2008
Record ID 11334
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 6/18/2008
Resolution 6/18/2008

Customer Service forwarded information to the technical department. The technical department discovered no issues. Test calls were placed, which were successful. Customer was referred to their local telephone company. Customer understood.

Technical Complaints--Carrier Choice not Available/Other Equal Access

Inquire Date 1/18/2009
Record ID 11993
Call Taken By Lead CA
CA Number
Responded By Deborah
Response Date 1/18/2009
Resolution

Customer requested Insight Communications as their long distance provider.

Customer Service explained that Insight Communications was not a participating provider through the relay and offered a profile for an alternate carrier. Customer refused. Insight has contacted the relay to acquire information. There has been no further contact from the provider. As of 5/31/09, Insight Communications is still not a participating provider through the relay.

Technical Complaints--Carrier Choice not Available/Other Equal Access

Inquire Date 1/20/2009
Record ID 12014
Call Taken By Supervisor
CA Number
Responded By Deborah
Response Date 1/20/2009
Resolution

Customer requested Insight Communications as their long distance provider.

Customer Service explained that Insight Communications was not a participating provider through the relay an offered a profile for an alternate carrier. Customer Service has contacted Insight Communications to become a participating provider. There has been no further contact from the provider. As of 5/31/09, Insight Communications is still not a participating provider through the relay.

Technical Complaints--Carrier Choice not Available/Other Equal Access

Inquire Date 2/5/2009
Record ID 12102
Call Taken By Lead CA
CA Number
Responded By Martina
Response Date 2/5/2009
Resolution 2/5/2009

Customer requested Vonage as a long distance provider through the relay.

Lead CA explained that Vonage was not a participating provider through the relay and offerered a profile for an alternate carrier. Customer refused. Vonage has been contacted by the relay and offered the toll free translation number.

Technical Complaints--Carrier Choice not Available/Other Equal

Customer requested Vonage as a long distance provider through the relay.

Access

Inquire Date 2/6/2009
Record ID 12101
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 2/6/2009
Resolution 2/6/2009

Customer Service explained that Vonage was not a participating provider through the relay and offered a profile for an alternate carrier. Customer refused. Vonage has been contacted by the relay and offered the toll free translation number.

Technical Complaints--Carrier Choice not Available/Other Equal Access

Inquire Date 2/26/2009
Record ID 12151
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 2/26/2009
Resolution

Customer requested Insight Communications as a long distance provider through the relay.

Customer Service explained that Insight Communications was not a participating provider through the relay and offered a profile for an alternate provider. Customer refused. As of 5/31/09, Insight Communications is still not a participating provider through the relay.

Technical Complaints--Miscellaneous

Inquire Date 12/29/2008
Record ID 11924
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 12/29/2008
Resolution 12/29/2008

Customer stated they have been unable to place long distance calls through the relay. Customer stated they would ask a representative from AT&T to contact relay.

Customer Service spoke with a representative from AT&T who discovered a block was placed on the customer's long distance. Customer was notified.

Technical Complaints--Miscellaneous

Inquire Date 1/1/2009
Record ID 11974
Call Taken By Supervisor
CA Number
Responded By Deborah
Response Date 1/1/2009
Resolution 1/1/2009

Customer stated they have been unable to place long distance cell phone calls through the relay. Customer receives a recording stating that access to the long distance provider is not authorized.

Supervisor apologized and no billed the call. Customer Service explained there was a technical issue with the relay. Issue was resolved and customer was notified.

CapTel--Complaints

Inquire Date 6/16/2008
Record ID 78126
Call Taken By CTI
CA Number

Customer stated that during a call the captions ended prematurely.

Customer Service forwarded this information to the Captioning Center Staff who investigated and determined that the system

Responded By K.M.
Response Date 6/16/2008
Resolution 6/17/2008

had detected the call as a disconnect. Since a period of time had passed where there was no apparent connection on the call, the captioning terminated automatically. Customer Service followed up with the customer and apologized for the misinterpretation of silence on the line.

CapTel--Complaints

Inquire Date 11/7/2008
Record ID 93518
Call Taken By CTI
CA Number
Responded By M.Mo.
Response Date 11/7/2008
Resolution 11/7/2008

Customer stated that they received a bill from the default carrier which showed monthly reoccurring charges.

Customer Service advised the customer to consult the billing provider since they appeared to be a customer of the provider.

CapTel--Complaints

Inquire Date 12/11/2008
Record ID 98377
Call Taken By CTI
CA Number
Responded By J.S.
Response Date 12/11/2008
Resolution 12/19/2008

Customer stated that they were having problems with their long distance network connection.

Customer Service forwarded the information to technical support. Technical support identified that the calls were routed through an incompatible network using VOIP lines. This was the cause of data connection difficulties. The problem was resolved by routing the calls through an alternate network. Customer was notified that the issue was resolved.

CapTel--Complaints

Inquire Date 12/19/2008
Record ID 98376
Call Taken By CTI
CA Number
Responded By J.L.
Response Date 12/19/2008
Resolution 12/19/2008

Customer stated that the wait time was slightly longer than what they normally experience.

Customer Service explained that a severe snow storm had impacted the staffing at the Captioning Service center. Customer Service advised the customer to let the call ring a few moments longer than usual.

CapTel--Complaints

Inquire Date 12/19/2008
Record ID 98407
Call Taken By CTI
CA Number
Responded By E.Y.
Response Date 12/19/2008

Customer stated that they were unable to dial a regional 800 number.

Customer Service informed technical support of this issue. Technical support was able to make adjustments so that the customer could successfully dial and place a captioned call to

Resolution 12/19/2008

a regional 800 number.

CapTel--Complaints

Inquire Date 4/27/2009

Record ID 115560
Call Taken By CTI
CA Number
Responded By M.F.
Response Date 4/27/2009
Resolution 4/27/2009

Customer stated that when dialing a local or long distance call through the Captioning Service, they would receive the following error message; “Your long distance call has been temporarily discontinued – please call customer service for assistance.”

Customer Service forwarded the information to technical support and to the network vendor. Technical support was able to make an interim adjustment and change the routing of calls while permanently resolving the issue. Customer Service notified the customer of resolution of the issue.

Kentucky Relay 2010 FCC Complaint Report
6/1/09 to 5/31/10

External Complaints--Miscellaneous

Customer stated they are receiving calls with TTY tones.

Inquire Date 12/4/2009
Record ID 13154
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 12/4/2009
Resolution Date 12/4/2009

Customer Service placed a test call, which was successful. Customer was satisfied.

External Complaints--Miscellaneous

Customer stated they would stay in their bedroom until it was safe to go outside. Customer disconnected.

Inquire Date 2/11/2010
Record ID 13320
Call Taken By Supervisor
CA Number
Responded By Candace
Response Date 2/11/2010
Resolution Date 2/11/2010

Supervisor attempted to explain that they had the wrong number, but customer disconnected.

External Complaints--Miscellaneous

Customer stated he was placing a call and reached the relay service.

Inquire Date 4/11/2010
Record ID 13432
Call Taken By Lead CA
CA Number
Responded By Deborah
Response Date 4/11/2010
Resolution Date 4/11/2010

Customer Service placed a test call to the number the customer provided, which was successful and did not reach the relay. Customer was satisfied.

Service Complaints--CA Misdialed Number

Customer stated CA misdialed and they were charged for a long distance call.

Inquire Date 1/26/2010
Record ID 13285
Call Taken By Customer Service
CA Number 5101
Responded By Deborah
Response Date 1/26/2010
Resolution Date 1/26/2010

Customer Service apologized and requested a copy of the billing for possible reimbursement. Customer refused. CA was counseled and customer was notified.

Service Complaints--CA Typing

Customer stated CA did not type well and they could not understand the CA.

Inquire Date 12/13/2009
Record ID 13181
Call Taken By Lead CA
CA Number
Responded By David
Response Date 12/13/2009
Resolution Date 12/13/2009

Lead CA apologized and stated the CA would be counseled. CA was counseled and customer was notified. CA's last typing speed was 84 WPM with 97% accuracy.

Service Complaints--Fraudulent/Harassment Call

Customer has been receiving fraudulent telephone calls.

Inquire Date 6/11/2009
Record ID 12577
Call Taken By Supervisor
CA Number
Responded By Ebony
Response Date 6/11/2009
Resolution Date 6/11/2009

Supervisor suggested that the customer contact their local telephone companry or report the incident to law enforcement. Supervisor explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time, call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Customer has been receiving harrasing telephone calls.

Inquire Date 6/26/2009
Record ID 12621
Call Taken By Lead CA
CA Number
Responded By David
Response Date 6/26/2009
Resolution Date 6/26/2009

Lead CA suggested that the customer contact their local telephone company or report the incident to law enforcement. Lead CA explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time, call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call

Customer has been receiving fraudulent telephone calls.

Inquire Date 8/5/2009
Record ID 12765
Call Taken By Customer Service
CA Number
Responded By Deborah
Response Date 8/5/2009
Resolution Date 8/5/2009

Customer Service suggested that the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time, call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call	Customer has been receiving harassing telephone calls.
Inquire Date 8/28/2009 ***Record ID 12844*** ***Call Taken By Customer Service*** ***CA Number*** ***Responded By Deborah*** ***Response Date 8/28/2009*** ***Resolution Date 8/28/2009***	Customer Service suggested that the customer contact their local telphone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time, call information may be released to the Court. Customer understood.
Service Complaints--Fraudulent/Harassment Call	Customer has been receiving fraudulent calls through the relay.
Inquire Date 10/19/2009 ***Record ID 13012*** ***Call Taken By Supervisor*** ***CA Number*** ***Responded By Gregory*** ***Response Date 10/19/2009*** ***Resolution Date 10/19/2009***	Supervisor suggested that the customer contact their local telephone companry or report the incident to law enforcement. Supervisor explained that if the customer contacts law efnorcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.
Service Complaints--Fraudulent/Harassment Call	Customer has been receiving fraudulent telephone calls through the relay.
Inquire Date 1/12/2010 ***Record ID 13272*** ***Call Taken By Lead CA*** ***CA Number*** ***Responded By Tramaine*** ***Response Date 1/12/2010*** ***Resolution Date 1/12/2010***	Lead CA suggested that the customer contact their local telephone company or report the incident to law enforcement. Lead CA explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customr understood.
Service Complaints--Fraudulent/Harassment Call	Customer has been receiving fraudulent telephone calls.
Inquire Date 2/17/2010 ***Record ID 13347*** ***Call Taken By Customer Service*** ***CA Number*** ***Responded By Deborah*** ***Response Date 2/17/2010*** ***Resolution Date 2/17/2010***	Customer Service suggested that the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcment may issue a court order. At that time call information may be released to the Court. Customer understood.

Service Complaints--Fraudulent/Harassment Call ***Inquire Date 5/11/2010*** ***Record ID 13517*** ***Call Taken By Customer Service Rep*** ***CA Number*** ***Responded By Toni*** ***Response Date 5/11/2010*** ***Resolution 5/11/2010***	Customer has been receiving fraudulent calls. Customer Service suggested the customer contact their local telephone company or report the incident to law enforcement. Customer Service explained that if the customer contacts law enforcement then law enforcement may issue a court order. At that time call information may be released to the Court. Customer understood.
Service Complaints--Miscellaneous ***Inquire Date 1/8/2010*** ***Record ID 13279*** ***Call Taken By Customer Service*** ***CA Number*** ***Responded By Deborah*** ***Response Date 1/8/2010*** ***Resolution Date 1/8/2010***	Customer stated the relay toll free number is hard to access and prefers the 711 number. Customer Service has been unsuccessful in contacting the customer for further information.
Technical Complaints--711 Problems ***Inquire Date 1/3/2010*** ***Record ID 12366*** ***Call Taken By Supervisor*** ***CA Number*** ***Responded By Deborah*** ***Response Date 1/3/2010*** ***Resolution Date 1/3/2010***	Customer stated when dialing 711, VCO did not automatically connect. Supervisor provided the toll free number for VCO and offered a profile. Customer refused. Customer Service contacted customer and issue had been resolved.
Technical Complaints--Carrier Choice not Available/Other Equal Access ***Inquire Date 7/24/2009*** ***Record ID 12725*** ***Call Taken By Supervisor*** ***CA Number*** ***Responded By Deborah*** ***Response Date 7/24/2009*** ***Resolution Date***	Representative from Insight Communications inquired on behalf of a customer how they can add Insight as their long distance provider. Customer Service explained how to become a participating provider through the relay. Information was forwarded to Insight's technical department. There has been no further contact from Insight. As of 5/31/2010, Insight is still not a participating provider through the relay.

Technical Complaints--Carrier Choice not Available/Other Equal Access	Customer requested West Kentucky Rural Telephone as their long distance through the relay.
Inquire Date 9/11/2009 ***Record ID 12894*** ***Call Taken By Supervisor*** ***CA Number*** ***Responded By Tauna*** ***Response Date 9/11/2009*** ***Resolution Date***	Supervisor explained that West Kentucky Rural Telephone is not a participating provider through the relay and offered a profile with an alternate carrier. Customer refused. As of 5/31/2010, West Kentucky Rural Telephone is still not a participating provider through the relay.
Technical Complaints--Carrier Choice not Available/Other Equal Access	Representative from West Kentucky Rural Telephone requested information to become a particpating provider through the relay.
Inquire Date 9/16/2009 ***Record ID 12895*** ***Call Taken By Customer Service*** ***CA Number*** ***Responded By Deborah*** ***Response Date 9/16/2009*** ***Resolution Date***	Customer Service forwarded the request to the technical department. Information has been forwarded, but there has has been no further response from West Kentucky Rural Telephone. As of 5/31/2010, West Kentucky Rural Telephone is still not a participating provider through the relay.
Technical Complaints--Carrier Choice not Available/Other Equal Access	Customer requested Insight as their long distance provider.
Inquire Date 3/3/2010 ***Record ID 13373*** ***Call Taken By Lead CA*** ***CA Number*** ***Responded By Tramaine*** ***Response Date 3/3/2010*** ***Resolution Date***	Lead CA explained that Insight was not a participating provider with the relay. Lead CA offered a profile with an alternate provider. Customer refused and stated she would contact Insight. Insight has been contacted by the relay, but there has been no response from the carrier. As of 5/31/2010, Insight is still not a participating provider through the relay.
Technical Complaints--Carrier Choice not Available/Other Equal Access	Customer requested Insight as their long distance provider.
Inquire Date 3/15/2010 ***Record ID 13391*** ***Call Taken By Customer Service*** ***CA Number*** ***Responded By Toni*** ***Response Date 3/15/2010*** ***Resolution Date***	Customer Service explained that Insight was not a participating provider through the relay. Customer Service offered a profile wth an alternate provider. Customer refused. Insight has been contacted by the relay, but there has been no response from the carrier. As of 5/31/2010, Insight is still not a participating provider through the relay.

Technical Complaints--VCO Break-Down

Inquire Date 12/1/2009
Record ID 13158
Call Taken By Lead CA
CA Number
Responded By Deborah
Response Date 12/1/2009
Resolution Date 12/1/2009

Customer stated he is not receiving text on his TTY.

Lead CA apologized and offered to place a test call. Customer refused. Customer Service has made several attempts to contact customer. There has been no further response from customer.

CapTel--Complaints

Inquire Date 6/17/2009
Record ID 125331
Call Taken By CTI
CA Number
Responded By K.W.
Response Date 6/17/2009
Resolution 6/17/2009

Dialing Issue - Can't dial out in caption mode.

After performing physical reset, customer confirms successful captioned calls. Issue is resolved.

CapTel--Complaints

Inquire Date 7/2/2009
Record ID 128075
Call Taken By CTI
CA Number
Responded By J.G.
Response Date 7/2/2009
Resolution 7/2/2009

Accuracy of captions.

Customer shared feedback regarding accuracy of captions, and provided specific call data. Customer Service apologized for incidence and thanked customer for the feedback. Call detail was shared with Call Center management for follow up with the CA by the CA's supervisor.

CapTel--Complaints

Inquire Date 7/9/2009
Record ID 129232
Call Taken By CTI
CA Number
Responded By T.J.
Response Date 7/9/2009
Resolution 7/9/2009

Dialing Issue - Using Pulse instead of Tone dialing or Tone instead of Pulse.

Advised customer to change phone setting from tone to pulse. This resolved customer's experience.

CapTel--Complaints

Inquire Date 7/20/2009
Record ID 131265
Call Taken By CTI
CA Number
Responded By MMo.
Response Date 7/20/2009
Resolution 7/20/2009

Dialing/Setup - Dialing Prefix.

Advised customer's representative to program needed dialing prefix in menu of CapTel phone. This resolved previous difficulties in dialing out with captions.

CapTel--Complaints

Inquire Date 9/21/2009
Record ID 142862
Call Taken By CTI
CA Number
Responded By J.R.
Response Date 9/21/2009
Resolution 9/21/2009

Dialing/Setup - Dialing Prefix.

Advised proper programming of dialing prefix for outbound captioned calling. Confirmed this adjustment resolved customer's experience.

CapTel--Complaints

Inquire Date 9/29/2009
Record ID 144620
Call Taken By CTI
CA Number
Responded By E.Y.
Response Date 9/29/2009
Resolution 9/29/2009

Dialing/Setup - Dialing Prefix.

Advised customer to program *82 code in the Dialing Prefix field of the CapTel.

CapTel--Complaints

Inquire Date 10/19/2009
Record ID 147901
Call Taken By CTI
CA Number
Responded By T.J.
Response Date 10/19/2009
Resolution 10/19/2009

Dialing/Setup - Dialing Prefix.

Advised customer to remove mistaken dialing prefix programmed in menu of CapTel. Confirmed this adjustment resolved customer's experience.

CapTel--Complaints

Inquire Date 12/4/2009
Record ID 156419
Call Taken By CTI
CA Number
Responded By K.P.
Response Date 12/4/2009
Resolution 12/4/2009

Dialing Issue - Using Pulse instead of Tone or Tone instead of Pulse.

Customer stated they are able to receive incoming calls but unable to make outgoing captioned calls. Customer Service provided extensive troubleshooting and advised customer to contact their telephone company to ensure line was tone instead of pulse. Additional attempts to reach customer by phone failed, so Customer Service sent customer a letter with further instructions and offered further assistance.

CapTel--Complaints

Inquire Date 2/9/2010
Record ID 167663
Call Taken By CTI
CA Number
Responded By R.C.
Response Date 2/9/2010
Resolution 2/9/2010

Unable to make captioned calls.

Customer reported that she was unable to reach phone numbers in a specific area code. Adjustment was made by our carrier to correct the routing of the call. Confirmed this resolved the customer's experience.

CapTel--Complaints

Inquire Date 4/2/2010
Record ID 176961
Call Taken By CTI
CA Number
Responded By J.L.
Response Date 4/2/2010
Resolution 4/2/2010

Dial Tone - Not heard.

Customer reported no dial tone on the CapTel and it does not ring. Customer Service provided reset directions and multiple attempts to follow up were unsuccessful.

CapTel--Complaints

Inquire Date 4/12/2010
Record ID 178329
Call Taken By CTI
CA Number
Responded By S.T.
Response Date 4/12/2010
Resolution 4/12/2010

Dial Tone - Not heard.

Customer reported that there is no dial tone on the CapTel phone. Customer Service advised customer to perform a physical reset. This resolved the customer's experience.

CapTel--Complaints

Inquire Date 5/17/2010
Record ID 183781
Call Taken By CTI
CA Number
Responded By J.L.
Response Date 5/17/2010
Resolution 5/17/2010

Dial Tone - Not heard.

Customer's daughter reported no dial tone heard on the CapTel. Customer service advised customer's daughter to perform a physical reset and emailed reset instructions. Customer reported that the dial tone has now been restored.

CapTel--Complaints

Inquire Date 5/18/2010
Record ID 184119
Call Taken By CTI
CA Number
Responded By K.W.
Response Date 5/18/2010
Resolution 5/18/2010

Dialing/Setup - Dialing Prefix.

Customer's office phone technician reported their inability to dial out from the CapTel phone with captions. Customer Service advised proper programming of dialing prefix for outbound captioned calling. Confirmed this adjustment resolved customer's experience.

Steven L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
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David L. Armstrong
Chairman

James W. Gardner
Vice Chairman

Charles R. Borders
Commissioner

June 18, 2010

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

RE: TRS Consumer Complaint Log Summaries for June 1, 2009 through May 31, 2010
CG DOCKET NO. 03-123

Dear Ms. Dortch,

The Kentucky Public Service Commission respectfully submits the enclosed complaint log in connection with the provisioning of Telecommunications Relay Service pursuant to Section 64.604(c)(ii) of the FCC's rules. Hamilton Relay, with corporate offices located at 1001 12th Street, Aurora, NE 68818, is under contract with the State of Kentucky to provide Telecommunications Relay Service.

Hamilton tracks all complaints and all other customer service activity for the State of Kentucky. The State of Kentucky's complaint summary is associated with the following database categories:

- Miscellaneous External Complaints
- LEC External Busy
- 911 External Calls
- No Notice of How to Complain to FCC
- CA Accuracy/Spelling/Verbatim
- CA Gave Wrong Information
- CA Did Not Keep User Informed
- CA Hung Up on Caller
- CA Misdialed Number
- CA Typing Speed
- Didn't Follow Voice Mail/Recording Procedure
- CA Typing
- Improper Use of Speed Dialing
- Poor Vocal Clarity/Enunciation
- Improperly Handled ASL or Related Culture Issues
- Improper Use of Call Release
- Improper Handling of Three Way Calling

- Caller ID Not Working Properly
- Improper Use of Customer Data
- Fraudulent/Harassment Call
- Replaced CA Improperly in Middle of Call
- Didn't Follow Emergency Call Handling Procedure
- CA Didn't Follow Policy/Procedure
- Confidentiality Breach
- Spanish to Spanish Call Handling Problems
- Miscellaneous Service Complaints
- Ringing/No Answer
- Speech to Speech Call Handling Problems
- Connect Time (TTY-Voice)
- Busy Signal/Blockage
- ASCII/Baudot Break-down
- STS Break-Down
- HCO Break-Down
- Relay Not Available 24 Hours a Day
- 711 Problems
- VCO Break-Down
- Miscellaneous Technical Complaints
- Line Disconnected
- Carrier of Choice not Available/Other Equal Access
- CapTel Complaints

Hamilton processes any complaint, which originates via e-mail, fax, telephone, regular mail, outreach events, at the workstation, etc. Those complaints and resolutions are reflected in this report. Hamilton normally provides a resolution to all complaints within 72 hours. The complaints enclosed are resolved with the exception of those equal access complaints in which the carrier involved is still working to become a carrier through relay.

In the Miscellaneous External and Fraudulent/Harassment Call categories, you will find several complaints that we believe to be associated with fraudulent activity over Internet Relay. Hamilton continues to implement protocols specifically designed to prevent calls originating from an international IP address from accessing the relay.

Kentucky Relay Service has received a total of 34 complaints in violation of FCC mandatory minimum standards for the time period June 1, 2009 through May 31, 2010.

Please feel free to contact myself at 502-564-3940 or Dixie Ziegler with Hamilton Relay at 800-618-4781 V/TTY with any questions regarding the above.

Sincerely,

Jim Stevens, CPA
Branch Manager
Telecommunications
Kentucky Public Service Commission

Kentucky FCC 2010 - 2011 Complaint Log

Complaint Tracking for KY (06/01/2010-05/31/2011). Total Customer Contacts: 0

Tally	Date of Compl.	Nature of Complaint	Date of Resolution	Explanation of Resolution

Date Generated: Thu, Jun. 16th, 2011 @ 03:18:05 PM CT

Kentucky FCC 2011 - 2012 Complaint Log

Complaint Tracking for KY/CapTel (06/01/2011-05/31/2012). Total Customer Contacts: 1

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	10/25/11	Accuracy of captions	11/02/11	The customer's daughter reported that her mother was not getting all of the text of what she was saying and sometimes the captions got garbled with the CapTel 200. The Customer Service Representative discussed the possible reasons for the garbled captions. The Customer Service Representative offered to call the telephone provider to run a test on the line. When the Customer Service Representative made 2 different follow up calls to the customer directly customer reported that the captions are coming through correctly and that she loves her CapTel phone.

Appendix L:

Copies of TRS RFP

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Commonwealth of Kentucky
SOLICITATION

TITLE: Public Service Commission Telecommunications Relay Service

DATE ISSUED	SOLICITATION CLOSES	SOLICITATION NO.
2010-11-08	Date: 2010-11-30 Time: 15:30:00	RFP 758 1100000124

ISSUED BY	ADDRESS TO
Room 096 Capitol Annex Sherita Miller	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.

VENDOR	REMIT TO
Name:	Name:
Address:	Address:
City, State Zip Code:	City, State Zip Code:
Phone #:	Phone #:
Email Address:	Email Address:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Vendor Customer (VC) #:	Vendor Customer (VC) #:

FOR INFORMATION CALL:
Sherita Miller
502-564-6522

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X_____ FEIN#_____ DATE_____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default Commodity Group

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
1	Telecommunication Services (Not Otherwise Classified)					

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
91579	Telecommunication Services (Not Otherwise Classified)			

Extended Description

BILL TO	SHIP TO
308801 PUBLIC SERVICE COMMISSION 211 SOWER BLVD FRANKFORT KY 40601 US	PSC PSC 211 SOWER BOULEVARD FRANKFORT KY 40601 US

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	**Criteria Description**	**Points**	**Vendor Response** *(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS)*
	Cost Proposal	520	
	Technical Proposal	1300	
	Oral Presentation	500	

Addendum 1 (November 5, 2010)

- See attachment at the end of the solicitation

Addendum 2 (November 8, 2010)

- See attachment at the end of the solicitation

COMMONWEALTH OF KENTUCKY

Request for Proposal (RFP)

For

STATEWIDE TELECOMMUNICATIONS RELAY SERVICE (TRS)

Solicitation # RFP 758 1100000124

October 27, 2010

Issued by
The Finance and Administration Cabinet
On Behalf Of
KENTUCKY PUBLIC SERVICE COMMISSION (PSC)

Commonwealth Buyer:
Sherita Miller, MPA
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex

702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-4510
Fax: (502) 564-6013
Sherita.miller@ky.gov

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Section 10—Administrative Overview

Section 10.000—Purpose

This Request for Proposal (RFP) is being issued for the purpose of:

Providing potential vendors with information to prepare and submit a proposal for S tatewide Telecommunications Relay Service (TRS) functioning twenty-four (24) hours per day, seven (7) days a week. This service is provided pursuant to KRS 278.548. TRS will provide a platform to enable text telephone (TTY) and non-TTY users to communicate on the publicly switched telecommunications network. TRS will incorporate state-of-the-art technology and will use highly trained and skilled Communications Assistants. Service will provide hearing or speech disabled individuals functionally equivalent access to telecommunications to that used by hearing people communicating by voice.

Pursuant to KRS 278.549, funding is derived from a current statewide surcharge of two (2) cents per access line per month.

The Kentucky Public Service Commission intends to award a three (3) year contract with a two (2) year extension option to a single vendor for the provision of TRS. Neither an in-state service center nor a full-time account manager from the provider is required.

Section 10.010—Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of **The Kentucky Public Service Commission.** The Finance and Administration Cabinet is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

Section 10.020— Restrictions on Communications

The Commonwealth Buyer named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Commonwealth Buyer:
Sherita Miller, MPA
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-4510
Fax: (502) 564-6013
Sherita.miller@ky.gov

From the issue date of this RFP until a Contractor is selected and the selection is announced, Offerors shall not allowed to communicate with any Commonwealth Staff concerning this RFP except:

-The Commonwealth Buyer cited in this RFP;
--Via written questions submitted to the Commonwealth Buyer.

For violation of this provision, the Commonwealth shall reserve the right to reject Vendors' proposal response.

Section 10.030—RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

Proposer, Offeror, Contractor, Provider, or Vendor
Commonwealth Buyer, Buyer, Purchaser, or Contract Officer

RFP, Solicitation, or Procurement
Bid, Proposal, or Offer
Commonwealth of Kentucky, Commonwealth, or State
Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30
Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year

For the purpose of this RFP, the following acronyms/definitions will be used:

Abandoned Call: An incoming call reaching the relay center but not answered by a Communications Assistant.

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

ASCII: (American Standard Code for Information Interchange) is an 8-bit code and can operate at any standard Baud rate including 300, 1200, 2400 and higher.

Baudot: A seven (7) bit code, only five (5) of which are information bits. Baudot is used by some test telephones to communicate with each other at a 45.5-baud rate.

Billable Minutes (Session Minutes Basis): The time that will be billed to the State, constituting the time elapsed between when the incoming call answered by the Communications Assistant (CA) at the TRS facility and continuing until the call is terminated by the CA at the relay center.
Note: Session time shall be recorded to the nearest tenth of a minute. All session times for the calendar month shall be added and rounded to the nearest tenth of a minute. This total shall be the amount of time to be billed. Non-toll and intra-state minutes are billed to the State. Inter-state, international calls are billed to the National Exchange Carrier Association. The jurisdictional split between intrastate and interstate toll free numbers and 900 number traffic presently is forty-nine percent (49%) and fifty-one percent (51%), respectively. The FCC may periodically change the percentage.

CDR: Call Detail Report/Record

Call Duration: An outgoing call that records the actual length of time from when call setup begins at the relay center until call wrap-up is completed by the Communications

Assistant.

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

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

Communications Assistant (CA): A person who transliterates or interprets conversation between two users of TRS.

Completed Outgoing Call. An outgoing call answered by the called party, regardless of whether an individual answers, an answering machine responds, voice mail answers or the call is forwarded to another telephone number.

Disconnected Call: An outgoing call in which the calling party or the Communications Assistant terminates the incoming call before the called party answers.

FCC: Federal Communications Commission

FCC Rules. The rule governing the creation and certification of relay services issued July 1991 as part of Tile IV of the Americans with Disabilities Act or subsequently issued rules governing the provision of relay service including 47 C.F.R. 64.601 *et. seq.*

General Assistance Calls: Incoming calls to the relay center not resulting in an outgoing call for reasons such as: the called party or the Communications Assistant cannot read or hear the other because of technical problems; the calling party may only ask the Communications Assistant for general information; the calling party may have misdialed and does not intend to reach an end user; the caller may forget the number to be dialed; the caller may be appropriately referred to the provider's Customer Service Commission.

Hearing Carry Over (HCO). A reduced form of TRS where the person with the speech

disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability.

Incoming Call: The portion of the communications connection from the calling party to contact with the relay center. It may result in an abandoned call, a general assistance call, or a call to an end user.

Uncompleted Outgoing Call: One not answered by the called party for reasons including a ring with no answer, a busy signal, a circuit busy, or a trunk line busy response.

Interpret: To change the text of a TTY user or the speech of a voice user into a language readily understood by the appropriate party by reciting or typing word-for-word.

Kentucky Public Service Commission: The Commission or KPSC.

KRS: Kentucky Revised Statutes

LATA: Local Access Transport Area

May: Indicates something not mandatory

NPA: Number Plan Area, otherwise known as area code

NXX: Prefix-line number

Non-English language Relay Service: A telecommunications relay service that allows persons with hearing or speech disabilities who use languages other that English, through a CA who is fluent in that language.

Outgoing Call: The portion of the communications connection from the TRS facility to the called party. An outgoing call may be answered by the called party (i.e., completed) or may not be answered by the called party (uncompleted).

Vendor/Bidder: Organization/individual submitting a proposal in response to this RFP.

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

vocabulary.

RFP: Request for Proposal

Session Minutes: The time from when a Communications Assistant answers a call until the Communications Assistant completes the call, this includes call setup and call wrap-up.

Shall/Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement shall result in the rejection of a proposal as non-responsive or may result in liquidated damages if the successful vendor is non compliance after the award of the contract.

Should/Will. Indicates a non mandatory requirement.

Speech to Speech: A telecommunications relay service that allows people with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with disabilities and can repeat the words spoken by that person.

Subcontractor: Consultant, business partner and/or someone not directly employed by the vendor who will provide services identified in this RFP.

Successful Vendor: Organization/individual that is awarded and has an approved contract with the Commonwealth of Kentucky for the services identified in this RFP.

SS7: Signaling System 7 (SS7) is an architecture for performing out-of-band signaling in support of the call-establishment, billing, routing, and information-exchange functions of the public switched telephone network (PSTN). It identifies functions to be performed by a signaling-system network and a protocol to enable their performance.

Telecommunications Relay Service (TRS). Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communications services by wire or radio. Such term includes services that enable two-way communication between and individual who uses a test telephone or other nonvoice terminal device and an individual who does not use

such a device, speech to speech services, video relay interpreting services and non-English relay services. TRS supercedes the terms "dual party relay system," "message relay services," and "TDD Relay."

Toll Free Number: Toll-free numbers are numbers that begin with one of the following three-digit codes: 800, 888, 877, or 866. Toll-free numbers allow callers to reach businesses and/or individuals without being charged for the call. The charge for using a toll-free number is paid by the called party (the toll-free subscriber) instead of the calling party.

Transliterate: To type or voice speech or text exactly as presented to the Communications Assistant.

TTY (text telephone or teletypewriter): A device, or machine, using graphic communication to transmit coded signals through a wire or radio communication system.

TTY User: An individual who uses a TTY or similar device (e.g., telebrailler or computer with modem) to communicate on the telephone.

User: Either the caller or the called party in a relay call.

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

Voice Carryover (VCO): A reduced form of TRS where the person with a hearing disability is able to speak directly to the other end user. The CA types back to the person with the hearing disability. The CA does not voice the conversation.

WPM: Words per minute

Section 10.040—RFP Organization

This RFP is organized in the following manner:

Section 10--Administrative Overview--General information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 20--Present System Summary--Summary information on the history of the program and the current system of operation.

Section 30--Scope of Work--Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 40--Terms and Conditions--Terms and Conditions under which the Contractor shall perform this Contract.

Section 50--Procurement Process and Requirements--Procurement requirements and general format and submission requirements.

Section 60--Technical Proposal Evaluation--Technical evaluation criteria.

Section 70--Cost Proposal Evaluation--Cost evaluation criteria.

Section 80--Oral Presentations/Demonstrations--General requirements and evaluative criteria for oral presentations/demonstrations.

Section 90--Negotiations--Elements of the RFP that may be negotiable.

Section 100--Ranking of proposals and award of Contract.

This RFP and any Addenda thereto shall become part of the Contract with the successful Contractor. It shall be incorporated into the Contract by reference.

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

Section 10.050—Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract

award. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	October 27, 2010
1st Set Of Vendors' Written Questions due by 12:00 PM ET	November 3, 2010
Commonwealth's Response to 1st Set of Vendors' Written Questions	November 5, 2010
Proposals due by 3:30 PM ET Notice to Vendors: All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth Solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing time to allow for a security check-in. Delays due to building security checks shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged.	~~November 17, 2010~~ November 30, 2010

Section 10.060—Vendors' Conference

A Vendors' Conference will NOT be held for this procurement.

Section 10.070—Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.050 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at sherita.miller@ky.gov or via fax at 502-564-6013. No questions shall be accepted after the date(s) listed in Section 10.050. Oral questions shall not be accepted at any time. The Commonwealth shall respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's E-Procurement page.

Section 10.080—Access to Solicitation, RFP, and Addenda

The Commonwealth wants each prospective Vendor to have full and complete

information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Commonwealth Buyer shall be used by Vendors in preparing this response.

Once at the **E-Procurement Directory**, follow the instructions below to locate the Solicitation, RFP, and any Addenda:

The Solicitation, the RFP and Attachments, and any Addenda shall be posted to the E-Procurement Directory at https://emars.ky.gov/online/vss/Advantage.

At the E-Procurement Directory, go to the column on the right and click **VIEW SOLICITATION** then follow the instructions listed on the page.
It is the Vendors' responsibility to assure they have obtained copies of all information and forms.

Notice to Vendors:

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Any exceptions to the item description or extended description shall be indicated only in the space reserved for those exceptions.

Unless the exceptions are noted as instructed, the Vendor will be expected to deliver as specified in the solicitation. Responses that include terms and conditions not in conformity with the terms and conditions of the Solicitation as issued or the Statutes of the Commonwealth of Kentucky may be rejected.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the Vendor's response, the version as issued shall prevail.

Acknowledgment of Addenda to Solicitations

It is the Vendor's responsibility to check the web site for any modifications to this Solicitation. If modifications have been made, the Vendor's signature is required on the latest addendum. Acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted.

Failure to acknowledge the latest addendum of this Solicitation shall cause the bid to be deemed non-responsive.

Section 10.090—Notification of Award of Contract

To view the Award of Contract date and the Contractor receiving the Award for this Solicitation, access the **E-Procurement Directory** at https://emars.ky.gov/online/vss/Advantage. Go to the column on the right and click **VIEW SOLICITATION.** Go to **STATUS** and select, using the drop down menu, **AWARDED**. It is the Vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

Section 10.095—Additional Requirements

Vendors should review and comply with the general bidding requirements listed under **"Laws, Policies, and Procedures"** and **"Standard Attachments and General Terms"** located on the eProcurement Web page at https://eprocurement.ky.gov

END OF SECTION 10

Section 20—Background and Present System Summary

Recent TRS traffic has averaged approximately 45,000 session minutes of service per month. Recent CapTel Service has averaged approximately 41,000 conversation minutes of service. TRS and CapTel Service is currently provided by Hamilton Relay.

END OF SECTION 20

Section 30—Scope of Work

Section 30.000—Commonwealth Information Technology Forms

The Vendor and any subcontractors shall be required to adhere to and sign all applicable Commonwealth policies and standards related to technology use and security.

Section 30.010—Compliance with Commonwealth IT Enterprise Architecture and Standards

Web link: http://cot.ky.gov/policies/
The Commonwealth IT Enterprise Architecture and Standards reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The Vendor shall stay knowledgeable and shall abide by these standards for all related work resulting from this RFP.

Section 30.020—Compliance with Commonwealth Security Standards

The software deployment and all Vendor services shall abide by security standards as outlined in the Commonwealth's Enterprise Information Technology Policies. Enterprise Policies - http://gotsource.ky.gov/dscgi/ds.py/View/Collection-1450

Section 30.030—Privacy, Confidentiality and Ownership of Information

The Kentucky Public Service Commission is the designated owner of all data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). The Vendor shall provide sufficient security to protect the Commonwealth and AGENCY data in network transit, storage, and cache.

Section 30.040—Software Development

Source code for software developed or modified by the Vendor specifically for the Commonwealth shall become property of the Commonwealth.

Section 30.050—License Agreements

The Commonwealth may request that software provided by the Vendor to the Commonwealth contain a provision for perpetual licensing with all upgrade options. The Commonwealth may also request that the agreements contain a provision for maintaining a version of the software in escrow in the event the Vendor is unable to continue the business for financial or other business reasons.

Section 30.060– Identity Theft Prevention and Reporting Requirements

In the delivery and/or provision of Information Technology hardware, software, systems, and/or services through a contract/s established as a result of this solicitation, the vendor shall prevent unauthorized access to "Identity Information" of Commonwealth citizens, clients, constituents and employees. "Identity Information" includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following information:

Social Security Number;
Driver's License Number;
System Access ID's and associated passwords; and
Account Information –such account number(s), credit/debit/ProCard number(s), and/or passwords and/or security codes.

The vendor shall also immediately notify the contracting agency, the Office of Procurement Services, and the Commonwealth Office of Technology upon learning of any unauthorized breach/access, theft, or release of Commonwealth data containing "Identity Information."

For even a single knowing violation of these Identity Theft Prevention and Reporting Requirements, the vendor agrees that the Commonwealth may terminate for default the contract(s) and may withhold payment(s) owed to the vendor in an amount sufficient to pay the cost of notifying Commonwealth customers of unauthorized access or security breaches.

Section 30.070—Contractor Responsibilities

Vendor, or vendor and its subcontractors shall furnish all financial, technical and human resource elements to provide service required by the RFP and awarded contract.

Damages and penalties may be assessed for non-compliance to deliverable services presented under Proposal Requirements of this RFP, which require responses. The awarded vendor must notify the Commission within twenty-four (24) hours of circumstances that prevent compliance. The Contract Administrator must reasonably determine that failure to perform the specified requirements was beyond the control and without fault or negligence of Kentucky's TRS provider.

Section 30.080—PROPOSAL REQUIREMENTS (All responses shall be submitted per instruction included in Section 60 of this RFP)

3.1 Mandatory Requirements (If essential requirements identified in Section 3.1 are not met the proposal may be deemed non-responsive and rejected.)

3.1.1 The relay system shall handle call procedures and traffic consistent with the

essentials outlined in this section during the life of the contract. From experience, the length of outbound call time ranges between four (4) to five (5) minutes.
3.1.2 The relay system shall comply with the FCC's existing standards and regulations, including in 47 C.F.R. 64.601 *et. seq.*, and those that may be required by the FCC after January 18, 2011, at no additional cost to the Commonwealth through the initial three (3) year contract period.
3.1.3 The Vendor shall meet, by required timelines, any applicable Kentucky Public Service Commission approval requirements.

3.1.4 OMMITTED

3.1.5 Toll free access to relay center(s). Vendor shall provide statewide service twenty-four (24) hours a day, every day of the year, in accordance with system requirements and performance standards identified in the RFP and contract, through one (1) toll free access number for TTY users and another toll free number for voice users.

The numbers used to service this RFP shall remain with the Commonwealth. Current access numbers are 800-648-6056 / TTY, 800-648-6057 / Voice, Speech to Speech: 888-244-6111, and Spanish to Spanish: 866-490-4403. The Relay shall also be accessible by dialing 711.

Vendor also shall maintain twenty-four (24) hour toll free Customer Service, the current number is 888-662-2406 Voice/TTY.

3.1.6 Reliability standards of system design:

A. Uninterruptible Power. Uninterruptible power for a minimum of eight (8) hours is required to support the switching system and peripherals that include CA consoles, terminals, worksite and facility lighting, CDR recording, air conditioning, fire suppression systems and heating.
B. Switching System. It shall include: a redundant Central Processing Unit on "hot stand-by" to ensure that no calls are dropped due to processor failure; a full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities; on-line system monitoring; real-time programming capabilities which will not take the system off line; an inventory of spare critical components (to be defined by the provider) maintained on site to ensure that the required levels of

service are met.

C. Intercept Messages. Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, relay center or on outbound circuits. Voice, Baudot and ASCII messages shall be provided. Intercept messages on inbound circuits may or may not be under the control of the service provider. Minutes of use attributed to accessing these messages shall not be included in billable minutes.

D. Disaster Recovery Plan. The provider shall have and discuss a complete plan for dealing with all types of natural and man-made problems. If a major problem occurs, the provider shall contact the Commission **immediately** at 502-564-3940/V or 502-564-1582/FAX. The plan should detail the levels of escalation that will be employed to deal with the problem and to restore service.

3.1.7 Calls originating or terminating in Kentucky. Calls must originate or terminate in Kentucky to prevent relay costs being incurred by Kentucky from non-Kentucky residents seeking to access a Kentucky relay service not available in their states.

3.1.8 Carrier of choice. Relay customers must be able to select their carrier of choice, then to become part of the provider's customer profile/database. Carrier of choice therefore always will be automatically accomplished according to the individual's automatic number identification (ANI).

3.1.9 Evaluation reports. The Commonwealth reserves the right to establish an evaluation of Kentucky Relay services or to require reports of service evaluations performed by providers. The Commonwealth also reserves the right to audit the provider of relay service to Kentucky, at Commonwealth's expense, to assess compliance with any and all contract requirements.

3.1.10 Vendors shall identify the location(s) of the relay center(s) to service Kentucky.

3.1.11 Service startup. Vendors shall provide a plan to implement service including a timeline with critical dates for major steps in the process from contract award to the January 18, 2011, startup date and for the first year of service. Milestones shall be outlined and detailed.

3.2 System Design And Maintenance

3.2.1 Handling of Emergency Calls. Providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to the nearest Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner with the caller's telephone number. In addition, a CA must pass along the caller's telephone to the PSAP when the caller disconnects before being connected to emergency services

3.2.2 Local, intra-LATA toll, and intra-state inter-LATA toll calls originating or terminating in Kentucky. Explain how these types of calls will be handled and, when necessary, explained by the CA to the caller.

3.2.3 Interstate and international calls. Discuss how these calls will be handled through Kentucky's relay service.

3.2.4 Recorded message at the relay center. Kentucky's Relay Advisory Board and the Commission desire that a recorded message shall be used at the relay center. Callers should not encounter a continuous ringing or busy signal. Vendor shall explain if it has any problems handling calls in this manner.

3.2.5 Speed of Answer. Relay service 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 eighty-five percent (85%) of all calls within ten (10) seconds by any method which results in the caller's call immediately being placed, not put in queue or on hold. The ten (10) 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. Liquidated damages may be assessed for any day that answer time standards are not met.

Vendor shall describe how it will assure this level of response, which will be incorporated in monthly and annual reports to the Commission.

3.2.6 Call blockage. Vendor's service system shall meet or exceed a grade of service of P.01, monitored at least hourly and reported to the Contract Administrator in accordance with traffic reporting requirements identified in S ection 3.2.8.

Vendor shall explain how it defines blockage and how it measures blockage.

3.2.7 Capability of CAs to handle Spanish language calls twenty-four (24) hours a day on an interstate and intrastate basis shall be provided.

3.2.8 Traffic reports. Monthly traffic reports shall be submitted to the Contract Administrator no later than the 21st of the month following that for which service was provided. The minimum reports shall include, but are not limited to, the following:

- Total monthly call minutes
- Total monthly interstate call minutes
- Total monthly international call minutes
- Total interstate directory assistance minutes
- Total toll-free assistance minutes
- Total monthly minutes billed to the State and total monthly invoice cost
- Monthly number of inbound calls broken down by:

Total in queue
Total abandoned
Total answered

- Monthly average talk time for inbound calls and average talk time by six (6) hour increments per day
- Monthly average speed of answer of inbound calls by relay center answering Kentucky Relay calls and broken down by six (6) hour increments per day
- Monthly total of outbound calls
- Monthly number of outbound calls broken down by each of the following:

Completed
Busy
No answer
Local calls
Intrastate calls intra-LATA

Intrastate calls inter-LATA
Interstate calls originating inside Kentucky
Interstate calls originating outside Kentucky
International calls
General assistance calls
Directory assistance calls
Toll-free 800/888/877/866 calls
900/976 access calls
International calls
Speech disabled calls, and their percentage of monthly total calls
ASCII calls, and their percentage of monthly total calls
Hearing carryover calls to hearing carryover calls
Voice carryover calls, and their percentage of monthly total calls
VCO to VCO calls, and their percentage of monthly total calls
Speech to speech calls, and their percentage of monthly total calls

- Monthly average time length of outbound calls by type of call:

Voice
TTY
ASCII
VCO
VCO to VCO
HCO
HCO to HCO
Speech to speech

- Daily NPA-NXX TTY and voice calls by originating prefix is desired
- A monthly NPA-NXX visual report showing, by percentage, the originating communities or counties of Kentucky inbound calls to the relay center(s) is desired
- Required is a monthly pie chart showing percentages of outbound call type
- Required is a monthly pie chart showing percentages of outbound calls by call type in session minutes
- Monthly average call handling time including:

Number of seconds for call setup and call wrap-up
Talk time in minutes and seconds between end users

- Average blockage rate by month, with supplemental reports showing the rate by day, by six-hour increments, and by hour (see Section 3.2.6).
- Monthly average number of outbound calls by weekday and by weekend days
- Complaints received by month, with supplemental report identifying the types of complaints

Vendor shall have the capability to provide other reports as required.

3.2.9 Upgrades in technology. The Commission should be apprised by provider of its technological improvements affecting relay that the Commission may want to incorporate into Kentucky Relay. Technology includes increased use of automation, such as macro key functions and programming efforts designed to minimize time required to handle relay calls.

3.2.10 Customer database/profile. The Commission desires that providers have software capable of storing and processing data on users who request this service. Vendors shall identify the following:

- If this service is available.
- How the information will be gathered from each caller desiring this function.
- Specifically what types of information will form the database/profile (e.g., carrier of choice, frequently called numbers, whether the person uses a TTY, ASCII, VCO, HCO, speech to speech, Spanish, and other available database/profile options).
- How this information will be input.
- How this information can be changed by the caller.
- How this information is monitored for confidentiality at the relay center.
- Database/profile information will be transferred from the outgoing provider to the new provider. The datebase/profile must be disclosed in usable form at least sixty (60) days prior to the provider's last day of service provision.

3.2.11 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.

3.2.12 Voice carryover (VCO) and hearing carryover (HCO). Vendors shall

provide a brief description of how they provide these services to TTY users both in acoustic and direct connect modes. Explain how VCO and HCO are explained to end-users.

3.2.13 Speech to speech and voice carryover to voice carryover. Describe how these services will be accomplished and explained to end-users. A separate toll-free number is required for speech to speech calls. Explain if the main relay numbers or if different toll free numbers will be utilized for VCO to VCO and HCO to HCO.

3.2.14 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 (1) 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.

3.2.15 OMITTED

3.2.16 Gender identification. Kentucky desires that Communications Assistants identify their gender at the start of the call. If this protocol is not established, explain the process of how callers may request that a male or female CA process their calls when they reach the relay center.

3.2.17 Access to regionally restricted toll free numbers and pay-for-service numbers. The Vendor shall provide access to regionally restricted toll free numbers, business offices of local telephone companies that have special prefixes, and pay-per-call telephone numbers such as 900 and 976. Describe how this will be accomplished.

3.2.18 Vendor shall discuss how it will handle cellular and personal communications services (digital, non-analog form of cellular phone) phone calls and how they will be billed. Please separate your answers for voice and for text initiated calls.

3.2.19 Call fluctuations. Providers must have the capability to meet potential long-term increases in call volume and short-term "spikes" of increased calls. Describe and detail how such long-term increases will be handled as well as unanticipated surges in traffic.

3.2.20 Directory assistance. Vendor shall provide callers with access to local and long distance directory assistance. Local assistance must be billed to end users at the same rate that would be billed by the local company directly servicing the end user. Long distance calls must be billed at the provider's tariffed rate or at the rate of the carrier used for the long distance directory assistance call. Vendor shall briefly describe how this service will be provided and billed to end-users.

3.2.21 Use of ANI. Automatic Numbering Identification technology shall be used so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange company or competitive local carrier.

3.2.22 Automatic error correction. The Commission highly desires that providers have an error-correction function to automatically correct typographical errors made by Communications Assistants. If this system is available, describe how it will be deployed and size of the system's dictionary.

3.2.23 Turbo Code®. The Commission highly desires that provider have the ability to transmit and receive on the Turbo Code® platform.

3.2.24 SS7 platform. The Commission highly desires that the provider's relay platform fully supports SS7 signaling. Describe the relay platform used by the vendor.

3.2.25 True Caller ID. The Commission highly desires that the provider's relay platform fully support Caller ID functionality such that if the called party subscribes to Caller ID service and has the appropriate equipment the number and or name of the originating party will be appear on the equipment. Describe how the vendor employs Caller ID.

3.2.26 Voice Mail and Answering machine retrieval. The provider must provide voice mail and answering machine retrieval, explain how this is accomplished.

3.2.27 Optional service. (See System Enhancement in Section 3.6 and Cost Proposal Section 70 of this RFP)

3.3 Operational Protocol, Skills, Training and Standards

3.3.1 Kentucky Relay greeting. Unless otherwise directed by the caller, the CA shall always use a pre-determined script (voiced or mechanical, depending on whether the caller voices or uses a TTY or computer) to announce himself/herself as a Kentucky Relay agent, identification number, and preferably gender ID. Please provide a sample script of the announcement for calls to be received at the relay center, announcement to the called party, and sign-off announcement.

3.3.2 The following skills shall be possessed by CA's prior to handling calls:

- Accurate typing speed over sixty (60) WPM as determined by auditory typing test with ninety percent (90%) accuracy.
- Minimum spelling skills sufficient to spell words in a beginning college level conversation quickly and easily.
- Proficiency in grammar.
- Ability to understand people using limited English, to translate limited written English and to voice English correctly. If the CA cannot translate ASL to English and English to ASL, Vendor shall ensure that a person fluent in ASL translation is on duty at the relay center at all times to assist CAs with ASL translation.
- Minimum training to include deaf culture, American Sign Language, sensitivity to the capabilities and needs of people with speech impairments, the CA's role in the relay process, and training in interpersonal skills to handle difficult or stressful conversations.
- Beginning college level skills in English grammar and diction. A neutral accent is preferred in the majority of CAs.
- Vendor shall provide linguistics training in pronunciations and spelling of proper names peculiar to Kentucky to new and incumbent CAs as a part of any CA training, to ensure a familiarity with names and places commonly used in Kentucky.

3.3.3 Recruitment. Vendor shall describe how it recruits, screens and tests CA applicants.

3.3.4 Identify past, present and proposed future employment of disabled personnel in management and supervisory positions, particularly deaf, deaf/blind, hearing disabled and speech disabled individuals.

3.3.5 Confidentiality of calls. Describe how calls will be handled to ensure a high level of confidentiality with respect to information processed by a CA and the

protection of electronically collected information. Also discuss any situations when exceptions may exist as to the confidential relationship between end users and the CA.

3.3.6 Training. Vendor shall describe and outline its initial CA training program including length of time in training, subject matter of training and trainers used (particularly if they are deaf or hard of hearing). As a minimum, training shall include ASL "gloss" and grammar, deaf culture, needs of deaf and speech-impaired users, TTY etiquette and operations of telecommunications equipment.

In addition, Vendor shall identify how CAs are monitored, evaluated, and provided upgraded training and skills during the continuation of their employment.

For the successful vendor, after training occurs, information shall be shared with the Contract Administrator about who was trained, when and how training occurred, what topics were covered, including a brief description of the training issue(s).

3.3.7 A CA "Code of Ethics," which serves to guide CA's to perform professionally, shall be included with vendor's response. Describe how these ethics are enforced.

3.3.8 CA access to supervisor. Explain how a CA is able to access a supervisor or administrator while still on line during a relay call. Also, describe how this is done with minimal or no disruption of the conversation between end users.

3.3.9 Procedures for relaying communication shall begin and end with the CA identifying his/her ID/station number, should begin with identification of gender, and shall include the following (unless the end user requests otherwise):

A. CAs shall translate limited typed English into correct spoken English so that non-TTY users can understand the call and converse with the other end user.
B. CAs, to the best of their ability, shall inform the TTY user of the non-TTY user's tone of voice, typing in parentheses items such as laughing, rude voice, yelling, or background noise.
C. CAs shall keep the end user informed of the status of the call, such as

dialing, ringing, busy signal, disconnected or on hold.

D. The CA shall honor the TTY user's option of telling the CA what aspects of the call the TTY user will handle, such as requesting that relay service be introduced to the called party or not be introduced to that party.

E. CAs shall communicate exactly what is said when the call is answered and during the conversation unless either party specifically requests otherwise.

F. When relay needs to be explained to a voice user, the CA shall type "explaining relay" to TTY user. If relay service is initiated by a voice caller and needs to be explained to a TTY user, the CA similarly shall state that relay is being explained.

G. The CA shall adopt a conversational tone appropriate to the type of call made by a TTY user.

H. CAs shall inform the TTY user if a different voice user becomes involved in the phone call.

I. If a different CA becomes involved in handling the call, both end users shall be informed of this fact and the new CA identification number and gender shall be announced. The only times that a change in CAs should occur are as follows:
   - Caller requests a change in gender of Communications Assistant
   - End user verbal abuse of CA or obscenity toward the CA
   - The call requires a specialist CA (Spanish language, speech to speech, VCO to VCO)
   - Illness
   - Shift change
   - Call duration on one hour or more
   - Potential conflict of interest where the CA identifies an end user as a family member, friend or customer, as examples

If the call must be transferred to another CA, describe the procedure to be employed.

J. If an end user makes subsequent calls after the original one to the relay center and the called line is busy, the CA shall permit unlimited re-dial attempts to the caller.

K. All comments directed to the CA by either party shall be relayed.

L. If an end user is speaking or typing too fast for the CA to handle the call, the CA may request that the party speak more slowly.
M. Conversations in which the third party is used by either end user shall be relayed by the CA in the third person.
N. If a typing error is made and not automatically corrected, CAs shall continue typing in a forward direction by typing "XXX" (signifying error), then type the word or numbers correctly.
O. CAs shall verify spelling of proper nouns, numbers and addresses that are spoken.
P. The CA shall stay on the line until both parties have terminated the call.
Q. If a caller wants to make a complaint, the CA shall give the caller the option of being transferred to a supervisor or of being given the Customer Service number to register the complaint.
R. CAs shall not counsel, advise or interject personal opinions or additional information into a relay call nor hold personal conversations with anyone using Kentucky Relay.
S. Callers are not required to give their names or the name of the party being called. If names are given, no record should be made of this without the permission and knowledge of the caller. However, if it will help facilitate a call, the CA may request a name and explain how it will help the call.
T. If a TTY user types an "S" at the beginning of the call, the CA shall recognize this as originating from a speech disabled user.
U. If a TTY caller reaches an answering machine, the CA shall announce this and give the caller the option of being given the message or of hanging up (see also Section 3.2.11). However, if there is a charge for the call, the caller shall be charged for only the last call if it takes more than one attempt to retrieve and convey the answering machine message or to leave a message on the answering machine.

3.4 Billing and Call Records

3.4.1 Charges to TRS users will cost no more than charges for functionally equivalent service paid by callers who use "regular" or "mainstream" phone

service, i.e., those who use voice only networks, and preferably will cost less. Identify the default carrier of long distance calls if no carrier is selected or requested by the caller.

3.4.2 Vendor must provide billing to end users for interstate and intrastate (inter-LATA and intra-LATA) calls. Toll calls placed through the relay system shall be billed to the caller preferably at a lower rate than would apply if the calls had been placed without the use of a CA. Explain the rates that shall be extended to Kentuckians making toll calls.

3.4.3 Vendor shall allow TRS users to use company calling cards, credit cards, to make person-to-person calls, collect calls, third party billing, and calls to and from hotel rooms. Explain how these types of billings will be made available to the TRS caller.

3.4.4 Vendor shall assure that billed minutes to the Commonwealth will not be rounded up to more than the nearest tenth (1/10) of a minute and shall describe how this will be accomplished.

3.4.5 Keeping in mind Section 3.4.4 immediately above, specify how in-state local calls, in-state long distance calls, out-of-state long distance, and international long distance calls will be identified and documented for billing purposes, specifically for bills to be paid by the Commonwealth and those to be paid by the National Exchange Carrier Association (or other agency that may be designated by the FCC). Such calls shall include the following minimum information:

- Call date
- Originating telephone number
- Terminating telephone number
- Starting time of call
- Ending time of call
- Call duration for billing purposes
- Phone number, calling card or credit card number to be billed

3.4.6 Explain how long-distance charges will appear on the end user's bill and how the billing record detail will be transmitted to the billing agent (if applicable).
3.4.7 Describe the billing procedure for provision of relay services. Include a sample bill that will be evaluated for ease of understanding, clarity and

completeness of information. The sample shall also incorporate traffic reports presented in Section 3.2.8.

3.5 Education, Responsiveness to Consumers and Outreach

3.5.1 Directory assistance. Vendor shall work with the Commission but will take the lead to ensure that local exchange companies comply with FCC regulations concerning information on TRS in LEC phone directories and the provision of directory assistance services.

3.5.2 Reasonable accommodations. Vendor shall work with the Commission in arranging and conducting meetings of the Kentucky Relay Advisory Board (a nine (9) member advisory board that meets no more than quarterly). Advisory Board meetings normally take place at the Commission's offices, however may take place at other agreeable locations at the expense of the vendor. The Vendor shall be responsible for meeting expenses including travel for Board members, interpreters and real time captioners. Vendors must comply with the Commonwealth's travel regulations when charging for travel expenses.

3.5.3 Outreach materials. Vendor shall produce general brochures about relay service, generic "business cards" for deaf, deaf/blind and hearing disabled consumers to give to hearing individuals (explaining relay service and the 711 relay number for hearing people to call), and other printed materials that may be distributed for special features such as the use of VCO, HCO, and speech to speech. These materials also shall be made available upon request in Braille, large type and audio tape.

Complaint resolution identified in Section 3.5.10 also shall be addressed in the general brochures.

3.5.4 Identify other media or educational services Vendor may provide for hearing, deaf, deaf/blind, speech or hearing disabled users statewide and to promote relay service. This includes the employment of a full time outreach coordinator. Please identify any other media or educational services available.

3.5.5 The Commission reserves the right to pre-approve any outreach material produced and to require the provider, at provider's expense, to correct any erroneous or inaccurate material produced without the Commission's approval.

3.5.6 Billing inserts. Vendor shall ensure that telephone rate payers in Kentucky are aware of Kentucky Relay by disseminating information in periodic bill inserts sent by local exchange carriers serving Kentuckians, or a different public utility the Commission may choose instead of the Local Exchange Carriers. If available, provide a sample of such an insert produced and/or disseminated by vendor.

3.5.7 Telephone directories. Vendor shall systematically work to ensure that Kentucky Relay telephone numbers are consistently and accurately included in all telephone directories published by local exchange carriers serving Kentucky consumers. Kentucky Relay should also be located on directory table of contents and information pages.

3.5.8 Annual report. Two (2) copies of a bound annual report shall be submitted to the Commission by February 28 each year, detailing provider's program performance for the prior calendar year, to include at least:

- statistical summaries of usage, based on monthly report criteria
- recent trends and analysis
- staffing to service Kentucky's relay service
- promotional activities associated with Kentucky Relay
- service changes
- future trend projections

3.5.9 Vendor shall identify staff to perform the work outlined in Section 3.5.2 through Section 3.5.8., keeping in mind that a full-time account manager is not requested.

3.5.10 Complaint resolution. Vendor shall identify its procedures for receiving and responding to complaints, responding to inquiries about and receiving comments about Kentucky Relay. The procedures must allow for appeal to the Commission and must describe potentially applicable Kentucky Public Service Commission's procedures as well. All procedures must be explained in appropriate outreach activities or informational materials and shall include a separate, toll free number accessible to TTY or voice consumers twenty-four (24) hours a day.

3.5.11 Consumer Complaint Logs. The Provider must maintain a log of consumer complaints including all complaints about TRS in the state. The Log shall be filed

with the Commission by June 15 such that it may be submitted to the FCC by July 1 of each year. 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.

3.5.12 State Certification. The Vendor shall assist the Commonwealth in providing documentation to the FCC to maintain certification pursuant to 47 C.F.R § 64.605.

3.6 System Enhancement

3.6.1 Spanish to Spanish, includes Spanish-to-Spanish and translation from English to Spanish. This service is provided under the current contract and included with basic TRS pricing, the Commission desires to continue provision of this service its provision of TRS, with anticipated usage under ten (10) calls per month.

3.6.2 The number of calls translated shall be a required component in reporting requirements, monthly outbound calls, outlined under Section 3.2.8.

3.6.3 CapTel. CapTel Service is currently provided to Kentucky Relay users. Approximately 850 CapTel units have been distributed in Kentucky to date. The Vendor shall describe how continuation of CapTel services shall be accomplished.

3.6.4 Optional Outreach. Describe any optional Outreach services that may be provided by the vendor and the scope of the Outreach. Include information such as a full-time employee, materials to be produced, planned activities, media materials, in-state office, etc.

3.6.5 Other Optional Services. Explain any other optional services that may be provided by the vendor. Include VRI, Internet TRS, and wireless services.

3.7 Company Background and Subcontractors

3.7.1 Vendors shall provide a profile of the company including, but not limited to, the items below. The information must include appropriate names, contact people, addresses and telephone numbers:

- Organizational chart identifying the hierarchical structure of Vendor's personnel involved in the contracting and provision of relay service (management, legal Commission, supervisors, CAs, etc.)
- Company ownership, state of incorporation, date of incorporation and tax ID number
- Location of company headquarters and offices serving Relay Kentucky
- Location(s) from which employees will be assigned Kentucky Relay
- Name, address and telephone number of vendor's principal points of contact for a contract resulting from this RFP
- Background and history of the company and qualifications for providing relay service in Kentucky
- Length of time vendor has provided TRS service
- Dunn and Bradstreet number
- Vendor's bank of record
- Resumes for key staff to be responsible for performance of this contract

3.7.2 Subcontractors. If subcontractors will be used in the performance of Kentucky's TRS, the same information (for the subcontracting company, not per individual) must be provided as requested in Section 3.8. Include copies of proposed contracts, if available, with the proposal.

3.8 References

Vendors shall identify four (4) references from states to which it provides relay service or, if less than that number are provided TRS, other telecommunications businesses or agencies with which it does business.

For each reference please identify:

- Business or agency name and address
- Business or agency telephone (voice and/or TTY)
- Date(s) project work was performed
- Business or agency project manager or administrator name and title
- Briefly describe the working relationship between vendor and reference.

Vendors shall provide the names and phone numbers of relay advisory council chairpersons for those states.

END OF SECTION 30

Section 40—Terms and Conditions

NOTE to Agency: This section is for OPS only. The Agency SHALL NOT make changes in this section, except for Section 40.030 and 40.070.

Any Vendor who has concerns regarding any terms and conditions in this RFP should submit written questions to the Commonwealth Buyer as stated in Section 10.050 of this RFP. After reviewing the questions and answers, it will become a business decision on the part of the Vendor on whether or not to proceed with the expense of preparing a response.

Proposals that take exception/deviations to Section 40 may be deemed non-responsive.

The Contractor shall not commence any billable work until a valid Contract has been executed as discussed in Section 40.010.

Section 40.010—Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award by the Office of Procurement Services, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments thereto, including Section 40--Terms and Conditions of a Contract with the Commonwealth of Kentucky;
4. General Conditions contained in 200 KAR 5:021 and Office of Procurement

Services' FAP110-10-00;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

Section 40.015—Final Agreement

The Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

Section 40.016—Agencies to Be Served

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

Public Service Commission (PSC)

No shipments shall be made except upon receipt by Vendor of an official Delivery Order from a using agency.

Section 40.018—Extending the Contract Use to Other Agencies

The Office of Procurement Services reserves the right, with the consent of the Vendor, to offer the Master Agreement resulting from this Solicitation to other state agencies requiring the product(s) or service(s).

Section 40.020—Contract Provisions

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the

Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section 40.025—Type of Contract

The contract proposed in response to this Solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this Solicitation. This Solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

Section 40.030—Term of Contract and Renewal Options

The initial term of the Contract shall be for a period of **three (3) years** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for **one additional two (2) year** period upon the mutual agreement of the Parties. Such mutual agreement shall take the form of an addendum to the Contract under Section 40.050—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 40.035—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Contract resulting from this Solicitation shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first twelve (12) months of the contract. Only one (1) price increase will be allowed during the Contract period. The price increase must be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established (usually within sixty (60) days).

B: Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 40.040—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section 40.150—Provisions for Termination of the Contract.

Section 40.045—Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to any contract awarded from this Solicitation. The Office of Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 40.050—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.055—Changes in Scope

The Commission may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commission through the process described in Section 40.050—Changes and Modifications to the Contract.

In addition, the Vendor is permitted to make any change in scope or otherwise as may be required by law, including rules or regulations issued by the Federal Communications Commission in implementing the Americans with Disabilities Act of 1990. 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 contract, whether changed or not changed by any such order, a mutually satisfactory adjustment shall be made in the contract and shall be modified in writing accordingly through the process described in Section 40.050—Changes and Modifications to the Contract.

Section 40.060—Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the Contract resulting from this Solicitation are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall

determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

Section 40.065—Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer. Any purported assignment is void.

Section 40.070—Notices

After the Award of Contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the Agency technical contact(s) identified below:

Jim Stevens
Public Service Commission (PSC)
211 Sower Blvd
Frankfort KY 40601

All notices under this contract shall be deemed duly given when: (1) delivered by hand against receipt or (2) sent by registered mail, receipt requested, and received no later than 3 days after posting.

All notices are to be delivered to the Executive Director of the Commission.

After the Award of Contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

Section 40.075—Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation.

Invoices for payment shall be submitted to the Agency Contact Person or his representative.

Section 40.080—Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

Section 40.085—Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 40.086—Contractor Personnel

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

Section 40.090—Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

Section 40.100—Commonwealth Property

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

Section 40.105—Insurance

The Contractor shall provide professional liability insurance for its professional employees, public liability, property damage, and workers' compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Contractor's operations under the terms of this Contract. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the Commonwealth Buyer.

Section 40.110—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.115—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to

confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to.

-Information which the Commonwealth has released in writing from being maintained in confidence;
-Information which at the time of disclosure is in the public domain by having been printed an published and available to the public in libraries or other public places where such data is usually collected, or
-Information, which, after disclosure, becomes part of the public domain as defined above, thorough no act of the Contractor.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.120—Advertising Award

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

Vendor, or vendor and its subcontractors shall not prepare and deliver news releases pertaining to this RFP or contract award without prior written approval of the Commission.

Except for Commission Orders, correspondence and press releases issued in the ordinary course of business, any publicity, advertising or other like materials mentioning vendor or vendor's logos in connection with services provided under this Agreement shall be subject to the prior approval of vendor, which approval shall not be unreasonably withheld.

Section 40.125— Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such

claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.
The Contractor shall have no liability for any infringement based upon:

-the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
-the modification of such product or part unless such modification was made by the Contractor
-the use of such product or part in a manner for which it was not designed

Section 40.130—Permits, Licenses, Taxes and Commonwealth Registration

The Contractor 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 under this Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is

obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

Section 40.135—Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

Section 40.140—Rights and Remedies

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Section 40.145—EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at https://eprocurement.ky.gov. Select **STANDARD ATTACHMENTS AND GENERAL TERMS** and scroll down the page to **Attachment #4**. (See Section 50.140 of this RFP for the forms that must be completed and submitted with Technical Proposal). Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor 's response. In any event, a Vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter (Section 50.150 of this RFP). Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

Section 40.150—Provisions for Termination of the Contract

Any Contract resulting from this Solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 40.160—Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

Section 40.170—Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in **Franklin County, Kentucky.**

Section 40.190—Recycling

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

Section 40.200—Funding Limitations

If any or all responses received exceed the amount of funding available, then the Finance and Administration Cabinet, Office of Procurement Services, reserves the right to cancel this RFP.

Section 40.210—Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 40.220—State Vendor Eligibility Request Form

Revenue Form 10A105, "State Vendor Eligibility Request Form", effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:

http://eprocurement.ky.gov/attachments.htm

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

Section 40.230— Disclosure of contractor's financial records and information to certain governmental entities. (200 KAR 5:314.)

Pursuant to 200 KAR 5:314, the Contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification

information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884

Section 40.235— Contract Records Retention

The vendor agrees to the following terms for access to records relating to the contract:

The vendor shall preserve and make available all books, documents, papers, and records related to the contract for a period of two years from the date of expiration or termination of the contract.

Records involving matters in litigation shall be kept for one year following the termination of litigation and associated appeals if the litigation has not terminated within the six years.

Authorized Commission representatives shall have access to and the right to examine and copy the items listed above during the contract period and during the periods described above. During the contract period, the access to these items shall be provided at the vendor's office in Kentucky, at all reasonable times. In the alternative, TRS records may be kept at a location outside of Kentucky if the Commission is advised of the location and if the records will be provided to the Commission within five (5) business days and at no cost to the Commission. During periods subsequent to the contract, delivery of and access to the listed items shall be at no cost to the Commission.

Section 40.240—Funding-Out Provision

The Vendor agrees that if funds are not appropriated to the agency or are not otherwise available for the purpose of making payments, the agency shall be authorized, upon sixty (60) days written notice to the Vendor, to terminate this contract. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by the contract.

Section 40.250—Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by

Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Section 40.260— Employment Practices

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 handicap. The vendor must take affirmative action to ensure that 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 handicap.

Section 40.270—Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and 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; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, and 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.

Section 40.280—Liquidated Damages

In addition to the general and special damages that may result from a breach, the measure of damages to daily state operations in the event of a default or breach by the successful vendor may be difficult or impossible to calculate, depending on the nature of the default. In the event the successful vendor fails to perform services or complete deliverables in accordance with the response times required in this RFP or specified or negotiated in the successful proposal, an additional liquidated damage will be calculated as follows:

- $500/day for the first fourteen (14) calendar days;
- $750/day for next fourteen (14) calendar days; and
- $1,000/day for every calendar day thereafter.

The Commission intends to seriously consider assessing liquidated damages if any of the events described above occurs. Notwithstanding that intent, should any condition continue, however, the Commission intends to pursue recovery of actual losses resulting from the successful vendor's failure to perform and expressly reserves the right to do so. The Commission's failure to assess liquidated or actual damages in one or more of the particular events to which this paragraph applies shall in no way modify or waive the Commission's right to assess additional liquidated or actual damages relating to it or other covered events. The Commission shall have the right to offset amounts assessed under this section against charges, then due and owing to the successful vendor.

Section 40.290—Force Majeure

The vendor shall not be liable for any loss, cost, damage, expense or delay caused by or due to events beyond its reasonable control and without its fault or negligence. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the reasonable control and without fault or negligence of the vendor. The vendor will take all possible steps to recover from such occurrences.

Vendor shall have no liability under this Agreement for any loss, cost, claim, injury, or damages caused solely by the Commission's act or omission.

Section 40.300—Disputes

Prior to the institution of any action in a court concerning any contract, claim, or controversy, the Commission is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay or otherwise adjust the claim by or against, or controversy with, the vendor relating to a contract entered into by the Commission, including a claim or controversy based on breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Section 40.310—Title to Facilities and Equipment

Title to all facilities and equipment employed by vendor in the provision of TRS hereunder shall remain vested in the vendor.

Section 40.320—Nondisclosure

In connection with the implementation of TRS, either party may disclose to the other specifications, drawings, software, data, prototype, or other business or technical information which is considered proprietary and confidential. The information shall be used by the receiving party solely for the purpose of providing TRS and shall be reproduced only to the extent necessary for that purpose. The receiving party agrees to restrict disclosure of the information to its employees with a need to know, and to advise those employees of the obligations of confidentiality arising hereunder. Information will not be disclosed to any third party without the prior written approval of the other party except as may be directed by a court of competent jurisdiction or the Commission. Neither party shall be liable for the inadvertent or accidental disclosure of information, if such disclosure occurs despite the exercise of a reasonable degree of care. These restrictions on the use or disclosure of information by a receiving party shall not apply to any information which (a) is received without restriction from another source having the right to furnish such information; (b) is or has become publicly

available; (c) is independently developed by the receiving party or any affiliated company; or (d) is not reasonably known by the receiving party to be proprietary.

END OF SECTION 40

Section 50—Procurement Process and Requirements

Section 50.000—Rules of Procurement

To facilitate this procurement, various rules have been established. They are described in the following paragraphs.

Vendors shall review and comply with the general bidding requirements listed under " **Laws, Policies, and Procedures"** and **"Standard Attachments and General Terms"** located on the eProcurement Web page at https://eprocurement.ky.gov.

Section 50.010—Approach

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies.

Section 50.020—Independent Price Determination

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected any time during the contract, the contract shall be null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

Vendor must complete the following certified statement and submit it with Cost Proposal.

I, _____, representing _____

(print name) (Company name)
certify that the price in this proposal was arrived without any conflict of interest, as described above.

_____
Signature / Date

Section 50.030—No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

Section 50.040—Cancellation of This Solicitation

In accordance with KRS 45A.105, this Solicitation may be canceled at any time and for any reason, or all bids or proposals rejected, if it is determined in writing that such action is in the best interest of the Commonwealth. Receipt of proposal materials by the Commonwealth or submission of a proposal to the Commonwealth confers no rights upon the Proposer nor obligates the Commonwealth in any manner.

Section 50.050—Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. The Commonwealth of Kentucky shall not provide any reimbursements for such costs.

Section 50.060—Waiver of Minor Irregularities

The Commonwealth reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the Commonwealth.

Where the Commonwealth may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP

specifications and other contract requirements if the Offeror is awarded the contract.

Section 50.070—Clarifications of Proposals

The Commonwealth reserves the right to request clarification of proposals pursuant to 200 KAR 5:306, Section 6.

Section 50.080—Best and Final Offers

The Commonwealth reserves the right, at its discretion, to request Best and Final offers for technical and/or cost proposals. However, Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

Section 50.090—Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

Section 50.100—Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

Section 50.110—Commonwealth's Right to Use Proposal Ideas

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

Section 50.120—Protest

The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within **two (2) calendar weeks** after such aggrieved person knows or should have known of the facts giving rise thereto. (See Section 10.090 of this RFP). All protests or notices of other controversies must be in writing and shall be addressed to:

Jonathan Miller, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
New Capitol Annex
702 CAPITOL AVE RM 383
FRANKFORT KY 40601
(502) 564-4240
Fax: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Section 50.130—Proposal Submission Requirements

Each qualified Offeror shall submit only **one (1) proposal**. **Alternate proposals shall not be allowed.** Failure to submit as specified shall result in a non-responsive proposal

The Vendor must complete the **"Vendor" box** on the face of the Solicitation. An authorized representative of the Vendor **shall sign** where indicated on the face of the Solicitation. If the solicitation is not signed the proposal shall be deemed non-responsive.

Acknowledgment of Addenda to Solicitations

It is the Vendor's responsibility to check the web site for any modifications to this Solicitation. If modifications have been made, the Vendor's signature is required on the latest addendum. Acknowledgment shall be received prior to the hour and

date specified for receipt of offers. Verbal acknowledgment shall not be accepted.

Failure to acknowledge the latest addendum of this Solicitation shall cause the bid to be deemed non-responsive.

Proposals shall be submitted in two (2) parts: the Technical Proposal and the Cost Proposal. The format and content of each are specified in Sections 50, 60, and 70.

Proposals shall include one (1) marked original and five (5) copies of the T echnical Proposal under sealed cover and one (1) marked original and five (5) copies of the Cost Proposal under separate sealed cover. If the Technical Proposal and Cost Proposal are not submitted under separate cover, the proposal may be deemed non-responsive. If any costs/pricing is included in the Technical Proposal, the proposal may be deemed non-responsive. Any information submitted in accordance with Section 50.220—Vendor Response and Proprietary Information, shall include two (2) copies and be sealed separately and included with the Technical Proposal. Additional copies of Proprietary Information will be requested if deemed necessary by the Commonwealth Buyer. The Vendor shall provide two (2) CDs containing the Technical Proposal response in Microsoft Word 7.0 or higher format and two (2) CDs containing the Cost Proposal pricing in Microsoft Word 7.0 or higher format. Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail. DO NOT INCLUDE PRIOPRIETARY INFORMATION IN THE ELECTRONIC COPIES. Pricing shall only be provided on the Cost Proposal. Proposals are due on ~~November 17, 2010~~ November 30, 2010 at 3:30 pm ET.

ANY PROPOSAL RECEIVED AFTER ~~**NOVEMBER 17, 2010**~~ **November 30, 2010 at 3:30 pm ET** SHALL BE REJECTED.

Vendor must complete the following certified statement and submit with Technical Proposal:

I, _____, representing _____
(print name) (Company name)
certify that the diskettes/CDs submitted have been properly scanned for infected viruses. The virus software and version used was _____.

_____

Signature / Date

Proposals shall be submitted to:

Sherita Miller, MPA
Commonwealth Buyer
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
702 CAPITOL AVE RM 096
FRANKFORT KY 40601

The outside cover of the package containing the Technical Proposal shall be marked:

PSC Telecommunications Relay
SOLICITATION NUMBER: RFP 758 1100000124
TECHNICAL PROPOSAL
Name of Offeror

The outside cover of the package containing the Cost Proposal shall be marked:

PSC Telecommunications Relay
SOLICITATION NUMBER: RFP 758 1100000124
COST PROPOSAL
Name of Offeror

The Commonwealth shall accept all proposals properly submitted. However, the Commonwealth reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interest of the Commonwealth.

Unless requested by the Commonwealth, the Commonwealth may not accept any addenda, revisions, or alterations to proposals after the Solicitation closing time and date.

All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

Section 50.140—Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below. Failure to sign the face of the solicitation shall result in a non-responsive proposal.

-Transmittal Letter (see Section 50.150 of this RFP);
-Completed and signed face of the Solicitation;
-Signed face of all Addenda, if applicable;
-EEO Documents if applicable;
-Response to technical portion of the RFP (See Section 60 of this RFP)

Note to Vendors: Go to https://eprocurement.ky.gov, **"Laws, Policies, and Procedures"** and **"Standard Attachments and General Terms"** to download and complete the following forms:

1. **Attachment 2** - Required Affidavit for Offerors (Updated 8/18/09-must be notarized)
2. **Attachment 4** - EEO-1, EEO Employee Data Sheet and EEO, Subcontractor Report Form
3. **Attachment 5** – Revenue Form 10A100 Kentucky Tax Registration Application

Section 50.150—Transmittal Letter

The Transmittal Letter shall be on the Vendor's letterhead, notarized and signed by an agent authorized to bind the Vendor. If the Transmittal Letter is not sign and notarized, the proposal may be deemed non-responsive. The transmittal letter shall include the following:

-A statement that **deviations** are included, if applicable;
-A statement that **proprietary information** is included, if applicable;
-A sworn statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640;
-A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
-A sworn statement of that the Vendor is in compliance with Section 50.170—Prohibitions of Certain **Conflicts of Interest**;
-A statement of certification in accordance with Section 50.180—Certification Regarding **Debarment, Suspension, and Proposed Debarment**;

-The name, address, telephone number, fax number, and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver; and
-The name, address, telephone number, fax number and email address of the **contact person** to serve as a point of contact for day-to-day operations.
-**Subcontractor** information to include name of company, address, telephone number and contact name, if applicable

–**Disclosure to** include a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. For the period ending on the date of termination of the contract resulting from this RFP, any litigation or investigation must be disclosed in a written statement to the State within fifteen (15) days of its occurrence. Failure to comply with the terms of this provision will disqualify any proposal, and/or serve as grounds for termination of the contract entered into with respect to this project. The State reserves the right to reject any proposal based upon the vendor's prior history with this State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

Section 50.160—Format of Cost Proposal

The Cost Proposal shall be submitted as prescribed in Section 70.

Section 50.170—Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040(4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

Section 50.180—Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, in the Transmittal Letter (Section 50.150 of this RFP), that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

Section 50.190—Disclosure of Violation of Statutes

Required Report of Prior Violations of Tax and Employment Laws information and forms can be found at https://eprocurement.ky.gov, "Laws, Policies, and Procedures" and "Standard Attachments and General Terms".

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the Vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws with the Technical Proposal.

Section 50.200—Vendor's Exceptions to Terms and Conditions of the Solicitation

An offer in response to this Solicitation that includes terms contrary to the terms and conditions in Section 40 of the Solicitation or takes any exceptions to the terms and conditions of Section 40 may be considered non-responsive. Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to the Solicitation, may not be accepted.

Section 50.210—Deviations to Other Provisions of the Solicitation

The provisions appearing elsewhere in this Solicitation shall become part of any resulting contract. Any deviations from the provisions of the Solicitation must be specifically identified by the Vendor in its proposal, which if successful, shall become part of the Contract. Such deviations shall not be in conflict with the basic nature of Technical and Cost requirements of this Solicitation. Deviations must be submitted as stated in Section 50 of this Solicitation. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part. Deviations to the Terms and Conditions set forth in Section 40 of this Solicitation may not be accepted.

Section 50.220—Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The Finance and Administration Cabinet shall not disclose any portions of the proposals prior to contract award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, an the members of the evaluation committees. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audit s which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare in the Transmittal Letter (Section 50.150) the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP.

Selection or rejections of the proposal will not affect this right.

END OF SECTION 50

Section 60—Technical Proposal Evaluation

Section 60.000—Technical Proposal Evaluation

The Commonwealth shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The Commonwealth may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Commonwealth reserves the right to reject all proposals.

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Offeror. The Commonwealth reserves the right to alter the composition of the committees or to designate other staff to assist in the evaluation process.

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. This information must be attached with cross-references to the appropriate location in the Solicitation (i.e. page number, paragraph, subject, etc.).

The Commonwealth shall evaluate the proposals by assigning scores in the categories according to established criteria. Scoring shall be based on the consensus scoring method.

Section 60.010—Technical Proposal Submission Requirements

1. Proposals shall be submitted in no less than 12-point font on 8.5 x 11 inch paper.

2. Conciseness is preferred over elaborate responses.

3. Expensive bindings, colored displays and promotional materials are neither necessary nor desired.

4. Proposal Organization and Format

Proposals shall begin with a table of contents, will be organized consistent with

the outlined points in this RFP, and shall have divider tabs for each item identified below.

- Cover page
- Introduction
- Evaluation and selection process
- Mandatory requirements
- System design
- Operational standards
- Billing and call records
- Education and outreach
- System enhancement
- Company and subcontractors
- References
- **The cost proposal shall be submitted per instruction provided in Section 70 of this RFP, in a separate, sealed envelope and shall address both basic and enhanced service.**

Section 60.020—Mandatory Requirements

3.1.1 The relay system shall handle call procedures and traffic consistent with the essentials outlined in this section during the life of the contract. From experience, the length of outbound call time ranges between four (4) to five (5) minutes. The Vendor shall describe how this requirement will be met.
3.1.2 The relay system shall comply with the FCC's existing standards and regulations, including in 47 C.F.R. 64.601 *et. seq.*, and those that may be required by the FCC after January 18, 2011, at no additional cost to the Commonwealth through the initial three (3) year contract period. The Vendor shall describe how this requirement will be met.
3.1.3 The Vendor shall meet, by required timelines, any applicable Kentucky Public Service Commission approval requirements. The Vendor shall describe how this requirement will be met.

3.1.4 OMMITTED

3.1.5 Toll free access to relay center(s). Vendor shall provide statewide service twenty-four (24) hours a day, every day of the year, in accordance with system requirements and performance standards identified in the RFP and contract,

through one (1) toll free access number for TTY users and another toll free number for voice users.

The numbers used to service this RFP shall remain with the Commonwealth. Current access numbers are 800-648-6056 / TTY, 800-648-6057 / Voice, Speech to Speech: 888-244-6111, and Spanish to Spanish: 866-490-4403. The Relay shall also be accessible by dialing 711.

Vendor also shall maintain twenty-four (24) hour toll free Customer Service, the current number is 888-662-2406 Voice/TTY.

The Vendor shall describe how this requirement will be met.

3.1.6 Reliability standards of system design:

E. Uninterruptible Power. Uninterruptible power for a minimum of eight (8) hours is required to support the switching system and peripherals that include CA consoles, terminals, worksite and facility lighting, CDR recording, air conditioning, fire suppression systems and heating.
F. Switching System. It shall include: a redundant Central Processing Unit on "hot stand-by" to ensure that no calls are dropped due to processor failure; a full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities; on-line system monitoring; real-time programming capabilities which will not take the system off line; an inventory of spare critical components (to be defined by the provider) maintained on site to ensure that the required levels of service are met.
G. Intercept Messages. Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, relay center or on outbound circuits. Voice, Baudot and ASCII messages shall be provided. Intercept messages on inbound circuits may or may not be under the control of the service provider. Minutes of use attributed to accessing these messages shall not be included in billable minutes.
H. Disaster Recovery Plan. The provider shall have and discuss a complete plan for dealing with all types of natural and man-made problems. If a major problem occurs, the provider shall contact the Commission **immediately** at 502-564-3940/V or 502-564-1582/FAX. The plan should detail the levels of escalation that will be employed to

deal with the problem and to restore service.
The Vendor shall describe how this requirement will be met.

3.1.7 Calls originating or terminating in Kentucky. Calls must originate or terminate in Kentucky to prevent relay costs being incurred by Kentucky from non-Kentucky residents seeking to access a Kentucky relay service not available in their states. The Vendor shall describe how this requirement will be met.

3.1.8 Carrier of choice. Relay customers must be able to select their carrier of choice, then to become part of the provider's customer profile/database. Carrier of choice therefore always will be automatically accomplished according to the individual's automatic number identification (ANI). The Vendor shall describe how this requirement will be met.

3.1.9 Evaluation reports. The Commonwealth reserves the right to establish an evaluation of Kentucky Relay services or to require reports of service evaluations performed by providers. The Commonwealth also reserves the right to audit the provider of relay service to Kentucky, at Commonwealth's expense, to assess compliance with any and all contract requirements. The Vendor shall describe how this requirement will be met.

3.1.10 Vendors shall identify the location(s) of the relay center(s) to service Kentucky.

3.1.11 Service startup. Vendors shall provide a plan to implement service including a timeline with critical dates for major steps in the process from contract award to the January 18, 2011, startup date and for the first year of service. Milestones shall be outlined and detailed.

Section 60.030—System Design And Maintenance

3.2.1 Handling of Emergency Calls. Providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to the nearest Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner with the caller's telephone number. In addition, a CA must pass along the caller's telephone to the PSAP

when the caller disconnects before being connected to emergency services. The Vendor shall describe how this requirement will be met.

3.2.2 Local, intra-LATA toll, and intra-state inter-LATA toll calls originating or terminating in Kentucky. Explain how these types of calls will be handled and, when necessary, explained by the CA to the caller.

3.2.3 Interstate and international calls. Discuss how these calls will be handled through Kentucky's relay service.

3.2.4 Recorded message at the relay center. Kentucky's Relay Advisory Board and the Commission desire that a recorded message shall be used at the relay center. Callers should not encounter a continuous ringing or busy signal. Vendor shall explain if it has any problems handling calls in this manner. T

3.2.5 Speed of Answer. Relay service 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 eighty-five percent (85%) of all calls within ten (10) seconds by any method which results in the caller's call immediately being placed, not put in queue or on hold. The ten (10) 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. Liquidated damages may be assessed for any day that answer time standards are not met.

Vendor shall describe how it will assure this level of response, which will be incorporated in monthly and annual reports to the Commission.

3.2.6 Call blockage. Vendor's service system shall meet or exceed a grade of service of P.01, monitored at least hourly and reported to the Contract Administrator in accordance with traffic reporting requirements identified in Section 3.2.8.

Vendor shall explain how it defines blockage and how it measures blockage.

3.2.7 Capability of CAs to handle Spanish language calls twenty-four (24) hours a day on an interstate and intrastate basis shall be provided. The Vendor shall describe how this requirement will be met.

3.2.8 Traffic reports. Monthly traffic reports shall be submitted to the Contract Administrator no later than the 21st of the month following that for which service was provided. The minimum reports shall include, but are not limited to, the following:

- Total monthly call minutes
- Total monthly interstate call minutes
- Total monthly international call minutes
- Total interstate directory assistance minutes
- Total toll-free assistance minutes
- Total monthly minutes billed to the State and total monthly invoice cost
- Monthly number of inbound calls broken down by:

Total in queue
Total abandoned
Total answered

- Monthly average talk time for inbound calls and average talk time by six (6) hour increments per day
- Monthly average speed of answer of inbound calls by relay center answering Kentucky Relay calls and broken down by six (6) hour increments per day
- Monthly total of outbound calls
- Monthly number of outbound calls broken down by each of the following:

Completed
Busy
No answer
Local calls
Intrastate calls intra-LATA
Intrastate calls inter-LATA
Interstate calls originating inside Kentucky
Interstate calls originating outside Kentucky
International calls
General assistance calls
Directory assistance calls
Toll-free 800/888/877/866 calls

900/976 access calls
International calls
Speech disabled calls, and their percentage of monthly total calls
ASCII calls, and their percentage of monthly total calls
Hearing carryover calls to hearing carryover calls
Voice carryover calls, and their percentage of monthly total calls
VCO to VCO calls, and their percentage of monthly total calls
Speech to speech calls, and their percentage of monthly total calls

- Monthly average time length of outbound calls by type of call:

Voice
TTY
ASCII
VCO
VCO to VCO
HCO
HCO to HCO
Speech to speech

- Daily NPA-NXX TTY and voice calls by originating prefix is desired
- A monthly NPA-NXX visual report showing, by percentage, the originating communities or counties of Kentucky inbound calls to the relay center(s) is desired
- Required is a monthly pie chart showing percentages of outbound call type
- Required is a monthly pie chart showing percentages of outbound calls by call type in session minutes
- Monthly average call handling time including:

Number of seconds for call setup and call wrap-up
Talk time in minutes and seconds between end users

- Average blockage rate by month, with supplemental reports showing the rate by day, by six-hour increments, and by hour (see Section 3.2.6).
- Monthly average number of outbound calls by weekday and by weekend days
- Complaints received by month, with supplemental report identifying the types of complaints

Vendor shall have the capability to provide other reports as required.
The Vendor shall describe how this requirement will be met.

3.2.9 Upgrades in technology. The Commission should be apprised by provider of its technological improvements affecting relay that the Commission may want to incorporate into Kentucky Relay. Technology includes increased use of automation, such as macro key functions and programming efforts designed to minimize time required to handle relay calls. The Vendor shall describe how this requirement will be met.

3.2.10 Customer database/profile. The Commission desires that providers have software capable of storing and processing data on users who request this service. Vendors shall identify the following:

- If this service is available.
- How the information will be gathered from each caller desiring this function.
- Specifically what types of information will form the database/profile (e.g., carrier of choice, frequently called numbers, whether the person uses a TTY, ASCII, VCO, HCO, speech to speech, Spanish, and other available database/profile options).
- How this information will be input.
- How this information can be changed by the caller.
- How this information is monitored for confidentiality at the relay center.
- Database/profile information will be transferred from the outgoing provider to the new provider. The datebase/profile must be disclosed in usable form at least sixty (60) days prior to the provider's last day of service provision.

3.2.11 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. The Vendor shall describe how this requirement will be met.

3.2.12 Voice carryover (VCO) and hearing carryover (HCO). Vendors shall

provide a brief description of how they provide these services to TTY users both in acoustic and direct connect modes. Explain how VCO and HCO are explained to end-users.

3.2.13 Speech to speech and voice carryover to voice carryover. Describe how these services will be accomplished and explained to end-users. A separate toll-free number is required for speech to speech calls. Explain if the main relay numbers or if different toll free numbers will be utilized for VCO to VCO and HCO to HCO.

3.2.14 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 (1) 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. The Vendor shall describe how this requirement will be met.

3.2.15 OMITTED

3.2.16 Gender identification. Kentucky desires that Communications Assistants identify their gender at the start of the call. If this protocol is not established, explain the process of how callers may request that a male or female CA process their calls when they reach the relay center.

3.2.17 Access to regionally restricted toll free numbers and pay-for-service numbers. The Vendor shall provide access to regionally restricted toll free numbers, business offices of local telephone companies that have special prefixes, and pay-per-call telephone numbers such as 900 and 976. Describe how this will be accomplished.

3.2.18 Vendor shall discuss how it will handle cellular and personal communications services (digital, non-analog form of cellular phone) phone calls and how they will be billed. Please separate your answers for voice and for text initiated calls.

3.2.19 Call fluctuations. Providers must have the capability to meet potential long-term increases in call volume and short-term "spikes" of increased calls. Describe and detail how such long-term increases will be handled as well as

unanticipated surges in traffic.

3.2.20 Directory assistance. Vendor shall provide callers with access to local and long distance directory assistance. Local assistance must be billed to end users at the same rate that would be billed by the local company directly servicing the end user. Long distance calls must be billed at the provider's tariffed rate or at the rate of the carrier used for the long distance directory assistance call. Vendor shall briefly describe how this service will be provided and billed to end-users.

3.2.21 Use of ANI. Automatic Numbering Identification technology shall be used so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange company or competitive local carrier. The Vendor shall describe how this requirement will be met.

3.2.22 Automatic error correction. The Commission highly desires that providers have an error-correction function to automatically correct typographical errors made by Communications Assistants. If this system is available, describe how it will be deployed and size of the system's dictionary.

3.2.23 Turbo Code®. The Commission highly desires that provider have the ability to transmit and receive on the Turbo Code® platform. The Vendor shall describe how this requirement will be met.

3.2.24 SS7 platform. The Commission highly desires that the provider's relay platform fully supports SS7 signaling. Describe the relay platform used by the vendor.

3.2.25 True Caller ID. The Commission highly desires that the provider's relay platform fully support Caller ID functionality such that if the called party subscribes to Caller ID service and has the appropriate equipment the number and or name of the originating party will be appear on the equipment. Describe how the vendor employs Caller ID.

3.2.26 Voice Mail and Answering machine retrieval. The provider must provide voice mail and answering machine retrieval, explain how this is accomplished.

3.2.27 Optional service. (See System Enhancement in Section 3.6 and Cost

Proposal Section 70 of this RFP)

Section 60.040—Operational Protocol, Skills, Training and Standards

3.3.1 Kentucky Relay greeting. Unless otherwise directed by the caller, the CA shall always use a pre-determined script (voiced or mechanical, depending on whether the caller voices or uses a TTY or computer) to announce himself/herself as a Kentucky Relay agent, identification number, and preferably gender ID. Please provide a sample script of the announcement for calls to be received at the relay center, announcement to the called party, and sign-off announcement.

3.3.2 The following skills shall be possessed by CA's prior to handling calls:

- Accurate typing speed over sixty (60) WPM as determined by auditory typing test with ninety percent (90%) accuracy.
- Minimum spelling skills sufficient to spell words in a beginning college level conversation quickly and easily.
- Proficiency in grammar.
- Ability to understand people using limited English, to translate limited written English and to voice English correctly. If the CA cannot translate ASL to English and English to ASL, Vendor shall ensure that a person fluent in ASL translation is on duty at the relay center at all times to assist CAs with ASL translation.
- Minimum training to include deaf culture, American Sign Language, sensitivity to the capabilities and needs of people with speech impairments, the CA's role in the relay process, and training in interpersonal skills to handle difficult or stressful conversations.
- Beginning college level skills in English grammar and diction. A neutral accent is preferred in the majority of CAs.
- Vendor shall provide linguistics training in pronunciations and spelling of proper names peculiar to Kentucky to new and incumbent CAs as a part of any CA training, to ensure a familiarity with names and places commonly used in Kentucky.

The Vendor shall describe how this requirement will be met.
3.3.3 Recruitment. Vendor shall describe how it recruits, screens and tests CA applicants.

3.3.4 Identify past, present and proposed future employment of disabled personnel in management and supervisory positions, particularly deaf, deaf/blind, hearing disabled and speech disabled individuals.

3.3.5 Confidentiality of calls. Describe how calls will be handled to ensure a high level of confidentiality with respect to information processed by a CA and the protection of electronically collected information. Also discuss any situations when exceptions may exist as to the confidential relationship between end users and the CA.

3.3.6 Training. Vendor shall describe and outline its initial CA training program including length of time in training, subject matter of training and trainers used (particularly if they are deaf or hard of hearing). As a minimum, training shall include ASL "gloss" and grammar, deaf culture, needs of deaf and speech-impaired users, TTY etiquette and operations of telecommunications equipment.

In addition, Vendor shall identify how CAs are monitored, evaluated, and provided upgraded training and skills during the continuation of their employment.

For the successful vendor, after training occurs, information shall be shared with the Contract Administrator about who was trained, when and how training occurred, what topics were covered, including a brief description of the training issue(s).

3.3.7 A CA "Code of Ethics," which serves to guide CA's to perform professionally, shall be included with vendor's response. Describe how these ethics are enforced.

3.3.8 CA access to supervisor. Explain how a CA is able to access a supervisor or administrator while still on line during a relay call. Also, describe how this is done with minimal or no disruption of the conversation between end users.

3.3.9 Procedures for relaying communication shall begin and end with the CA identifying his/her ID/station number, should begin with identification of gender, and shall include the following (unless the end user requests otherwise):

A. CAs shall translate limited typed English into correct spoken English so that non-TTY users can understand the call and converse with the other end user.
B. CAs, to the best of their ability, shall inform the TTY user of the non-TTY user's tone of voice, typing in parentheses items such as laughing, rude voice, yelling, or background noise.
C. CAs shall keep the end user informed of the status of the call, such as dialing, ringing, busy signal, disconnected or on hold.
D. The CA shall honor the TTY user's option of telling the CA what aspects of the call the TTY user will handle, such as requesting that relay service be introduced to the called party or not be introduced to that party.
E. CAs shall communicate exactly what is said when the call is answered and during the conversation unless either party specifically requests otherwise.
F. When relay needs to be explained to a voice user, the CA shall type "explaining relay" to TTY user. If relay service is initiated by a voice caller and needs to be explained to a TTY user, the CA similarly shall state that relay is being explained.
G. The CA shall adopt a conversational tone appropriate to the type of call made by a TTY user.
H. CAs shall inform the TTY user if a different voice user becomes involved in the phone call.
I. If a different CA becomes involved in handling the call, both end users shall be informed of this fact and the new CA identification number and gender shall be announced. The only times that a change in CAs should occur are as follows:
    - Caller requests a change in gender of Communications Assistant
    - End user verbal abuse of CA or obscenity toward the CA
    - The call requires a specialist CA (Spanish language, speech to speech, VCO to VCO)
    - Illness
    - Shift change
    - Call duration on one hour or more
    - Potential conflict of interest where the CA identifies an end user as a family member, friend or customer, as examples

If the call must be transferred to another CA, describe the procedure to be employed.

J. If an end user makes subsequent calls after the original one to the relay center and the called line is busy, the CA shall permit unlimited re-dial attempts to the caller.
K. All comments directed to the CA by either party shall be relayed.
L. If an end user is speaking or typing too fast for the CA to handle the call, the CA may request that the party speak more slowly.
M. Conversations in which the third party is used by either end user shall be relayed by the CA in the third person.
N. If a typing error is made and not automatically corrected, CAs shall continue typing in a forward direction by typing "XXX" (signifying error), then type the word or numbers correctly.
O. CAs shall verify spelling of proper nouns, numbers and addresses that are spoken.
P. The CA shall stay on the line until both parties have terminated the call.
Q. If a caller wants to make a complaint, the CA shall give the caller the option of being transferred to a supervisor or of being given the Customer Service number to register the complaint.
R. CAs shall not counsel, advise or interject personal opinions or additional information into a relay call nor hold personal conversations with anyone using Kentucky Relay.
S. Callers are not required to give their names or the name of the party being called. If names are given, no record should be made of this without the permission and knowledge of the caller. However, if it will help facilitate a call, the CA may request a name and explain how it will help the call.
T. If a TTY user types an "S" at the beginning of the call, the CA shall recognize this as originating from a speech disabled user.
U. If a TTY caller reaches an answering machine, the CA shall announce this and give the caller the option of being given the message or of hanging up (see also Section 3.2.11). However, if there is a charge for the call, the caller shall be charged for <u>only the last call</u> if it takes more than one attempt to retrieve and convey the answering machine message or to leave a message on the answering machine.

The Vendor shall describe how this requirement will be met.

Section 60.045— Billing and Call Records

3.4.1 Charges to TRS users will cost no more than charges for functionally equivalent service paid by callers who use "regular" or "mainstream" phone service, i.e., those who use voice only networks, and preferably will cost less. Identify the default carrier of long distance calls if no carrier is selected or requested by the caller. The Vendor shall describe how this requirement will be met.

3.4.2 Vendor must provide billing to end users for interstate and intrastate (inter-LATA and intra-LATA) calls. Toll calls placed through the relay system shall be billed to the caller preferably at a lower rate than would apply if the calls had been placed without the use of a CA. Explain the rates that shall be extended to Kentuckians making toll calls.

3.4.3 Vendor shall allow TRS users to use company calling cards, credit cards, to make person-to-person calls, collect calls, third party billing, and calls to and from hotel rooms. Explain how these types of billings will be made available to the TRS caller.

3.4.4 Vendor shall assure that billed minutes to the Commonwealth will not be rounded up to more than the nearest tenth (1/10) of a minute and shall describe how this will be accomplished. Pricing for this RFP shall not be included in this section.

3.4.5 Keeping in mind Section 3.4.4 immediately above, specify how in-state local calls, in-state long distance calls, out-of-state long distance, and international long distance calls will be identified and documented for billing purposes, specifically for bills to be paid by the Commonwealth and those to be paid by the National Exchange Carrier Association (or other agency that may be designated by the FCC). Such calls shall include the following minimum information:

- Call date
- Originating telephone number
- Terminating telephone number
- Starting time of call
- Ending time of call

- Call duration for billing purposes
- Phone number, calling card or credit card number to be billed

The Vendor shall describe how this requirement will be met.

3.4.6 Explain how long-distance charges will appear on the end user's bill and how the billing record detail will be transmitted to the billing agent (if applicable). Pricing for this RFP shall not be included in this section.

3.4.7 Describe the billing procedure for provision of relay services. Include a sample bill that will be evaluated for ease of understanding, clarity and completeness of information. The sample shall also incorporate traffic reports presented in Section 3.2.8. Pricing for this RFP shall not be included in this section.

Section 60.050— Education, Responsiveness to Consumers and Outreach

3.5.1 Directory assistance. Vendor shall work with the Commission but will take the lead to ensure that local exchange companies comply with FCC regulations concerning information on TRS in LEC phone directories and the provision of directory assistance services. The Vendor shall describe how this requirement will be met.

3.5.2 Reasonable accommodations. Vendor shall work with the Commission in arranging and conducting meetings of the Kentucky Relay Advisory Board (a nine (9) member advisory board that meets no more than quarterly). Advisory Board meetings normally take place at the Commission's offices, however may take place at other agreeable locations at the expense of the vendor. The Vendor shall be responsible for meeting expenses including travel for Board members, interpreters and real time captioners. Vendors must comply with the Commonwealth's travel regulations when charging for travel expenses.
The Vendor shall describe how this requirement will be met.

3.5.3 Outreach materials. Vendor shall produce general brochures about relay service, generic "business cards" for deaf, deaf/blind and hearing disabled consumers to give to hearing individuals (explaining relay service and the 711 relay number for hearing people to call), and other printed materials that may be

distributed for special features such as the use of VCO, HCO, and speech to speech. These materials also shall be made available upon request in Braille, large type and audio tape.

Complaint resolution identified in Section 3.5.10 also shall be addressed in the general brochures.

The Vendor shall describe how this requirement will be met.

3.5.4 Identify other media or educational services Vendor may provide for hearing, deaf, deaf/blind, speech or hearing disabled users statewide and to promote relay service. This includes the employment of a full time outreach coordinator. Please identify any other media or educational services available. If there is an additional cost per minute, identify such cost per instruction in Section 70 of this RFP.

3.5.5 The Commission reserves the right to pre-approve any outreach material produced and to require the provider, at provider's expense, to correct any erroneous or inaccurate material produced without the Commission's approval. The Vendor shall describe how this requirement will be met.

3.5.6 Billing inserts. Vendor shall ensure that telephone rate payers in Kentucky are aware of Kentucky Relay by disseminating information in periodic bill inserts sent by local exchange carriers serving Kentuckians, or a different public utility the Commission may choose instead of the Local Exchange Carriers. If available, provide a sample of such an insert produced and/or disseminated by vendor.

3.5.7 Telephone directories. Vendor shall systematically work to ensure that Kentucky Relay telephone numbers are consistently and accurately included in all telephone directories published by local exchange carriers serving Kentucky consumers. Kentucky Relay should also be located on directory table of contents and information pages. The Vendor shall describe how this requirement will be met.

3.5.8 Annual report. Two (2) copies of a bound annual report shall be submitted to the Commission by February 28 each year, detailing provider's program performance for the prior calendar year, to include at least:

- statistical summaries of usage, based on monthly report criteria

- recent trends and analysis
- staffing to service Kentucky's relay service
- promotional activities associated with Kentucky Relay
- service changes
- future trend projections

The Vendor shall describe how this requirement will be met.

3.5.9 Vendor shall identify staff to perform the work outlined in Section 3.5.2 through Section 3.5.8., keeping in mind that a full-time account manager is not requested.

3.5.10 Complaint resolution. Vendor shall identify its procedures for receiving and responding to complaints, responding to inquiries about and receiving comments about Kentucky Relay. The procedures must allow for appeal to the Commission and must describe potentially applicable Kentucky Public Service Commission's procedures as well. All procedures must be explained in appropriate outreach activities or informational materials and shall include a separate, toll free number accessible to TTY or voice consumers twenty-four (24) hours a day.

3.5.11 Consumer Complaint Logs. The Provider must maintain a log of consumer complaints including all complaints about TRS in the state. The Log shall be filed with the Commission by June 15 such that it may be submitted to the FCC by July 1 of each year. 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. The Vendor shall describe how this requirement will be met.

3.5.12 State Certification. The Vendor shall assist the Commonwealth in providing documentation to the FCC to maintain certification pursuant to 47 C.F.R § 64.605. The Vendor shall describe how this requirement will be met.

Section 60.060—System Enhancement

3.6.1 Spanish to Spanish, includes Spanish-to-Spanish and translation from English to Spanish. This service is provided under the current contract and included with basic TRS pricing, the Commission desires to continue provision of this service its provision of TRS, with anticipated usage under ten (10) calls per month. Vendor shall describe how continuation of Spanish to Spanish services shall be accomplished.

3.6.2 The number of calls translated shall be a required component in reporting requirements, monthly outbound calls, outlined under Section 3.2.8. The Vendor shall describe how this requirement will be met.

3.6.3 CapTel. CapTel Service is currently provided to Kentucky Relay users. Approximately 850 CapTel units have been distributed in Kentucky to date. The Vendor shall describe how continuation of CapTel services shall be accomplished.

3.6.4 Optional Outreach. Describe any optional Outreach services that may be provided by the vendor and the scope of the Outreach. Include information such as a full-time employee, materials to be produced, planned activities, media materials, in-state office, etc. Provide separate pricing for this service.

3.6.5 Other Optional Services. Explain any other optional services that may be provided. Indicate the cost to the Commonwealth, if any, per instruction provided in Section 70 of this RFP. Include VRI, Internet TRS, and wireless services.

Section 60.070—Company Background and Subcontractors

3.7.1 Vendors shall provide a profile of the company including, but not limited to, the items below. The information must include appropriate names, contact people, addresses and telephone numbers:

- Organizational chart identifying the hierarchical structure of Vendor's personnel involved in the contracting and provision of relay service (management, legal Commission, supervisors, CAs, etc.)
- Company ownership, state of incorporation, date of incorporation and tax ID number
- Location of company headquarters and offices serving Relay Kentucky
- Location(s) from which employees will be assigned Kentucky Relay
- Name, address and telephone number of vendor's principal points of contact for a contract resulting from this RFP
- Background and history of the company and qualifications for providing relay service in Kentucky
- Length of time vendor has provided TRS service

- Dunn and Bradstreet number
- Vendor's bank of record
- Resumes for key staff to be responsible for performance of this contract

3.7.2 Subcontractors. If subcontractors will be used in the performance of Kentucky's TRS, the same information (for the subcontracting company, not per individual) must be provided as requested in Section 3.8. Include copies of proposed contracts, if available, with the proposal.

Section 60.080—References

3.8 References. Vendors shall identify four (4) references from states to which it provides relay service or, if less than that number are provided TRS, other telecommunications businesses or agencies with which it does business.

For each reference please identify:

- Business or agency name and address
- Business or agency telephone (voice and/or TTY)
- Date(s) project work was performed
- Business or agency project manager or administrator name and title
- Briefly describe the working relationship between vendor and reference.

Vendors shall provide the names and phone numbers of relay advisory council chairpersons for those states.

Section 60.090—Technical Proposal Scoring Criteria

Criteria	Points Possible
Mandatory Requirements	300
System Design	300
Operational Standards	150
Billing and Call Records	100
Education and Outreach	100
System Enhancement	150
Company and Subcontractors	150
References	50
Total Points Possible	**1300**

END OF SECTION 60

Section 70—Cost Proposal Evaluation

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this Solicitation.

Section 70.000—Cost Proposal Evaluation

Vendors shall ONLY provide cost on the Cost Proposal. Vendors shall submit the following with the Cost Proposal otherwise the proposal may be deemed non-responsive:

Attachment A - Cost Proposal Form

Section 70.010—Cost Scoring Criteria

Criteria	Points Possible
Cost Proposal	520
Total Points Possible	**520**

The vendor with the lowest Price receives the maximum score. The vendor with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 95 points is allocated to the lowest Price criteria for this procurement, vendor "A" bids $3.00 as the lowest vendor and receives the maximum 95 points ($3.00 / $3.00 = 1.00 x 95 = 95). Assume vendor "B" is the next lowest vendor at $4.00, then "B" receives 71.3 points ($3.00 / $4.00) = .75 x 95 = 71.25).

END OF SECTION 70

Section 80—Oral Presentations/Demonstrations

Section 80.000—Right to Use Oral Presentations/Demonstrations to Verify/Expand on Proposal

The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals.

Section 80.010—Right to Reject Based on Oral Presentations/Demonstrations

The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the Oral Presentations/Demonstrations.

Section 80.020—Oral Presentations/Demonstrations Evaluation Criteria

The top **three (3)** highest ranking Vendors may/will be requested to provide oral presentations and demonstrations to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The oral presentations shall be scheduled at the discretion of the Commonwealth. The Commonwealth reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

Agency submits separately, DO NOT include in RFP, the requirements/agenda for the Oral Presentations. This is usually created after the proposals have been evaluated and is based on areas that need further clarification. However the agency does need to assign points to Orals in the RFP document.

Criteria	Points Possible
Oral Presentations/Demonstrations	500
Total Points Possible	**500**

END OF SECTION 80

Section 90—Negotiations

Section 90.000—Negotiations

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked Vendor. In the event the Commonwealth cannot reach agreement with the top-ranked Vendor, it may proceed to negotiate with the next highest ranked Vendor, and so on. It is the Commonwealth's intent to award a contract to the Vendor with whom successful negotiations are completed.

Section 90.010—Items to Be Negotiated

Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/or Cost Proposals.

END OF SECTION 90

Section 100—Ranking of Proposals and Award of Contract

Section 100.000—Best Interest of the Commonwealth

The Commonwealth will rank the proposal in the manner set forth within this Solicitation. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part based on the best interest of the Commonwealth.

Section 100.010—Total Points Possible for Proposals

Criteria	Points Possible
Technical Proposal	1300
Cost Proposal	520
TOTAL	**1820**
Oral Presentations/Demonstrations, if required.	*500*
Total Points Possible With Oral Presentations/Demonstrations	*2320*

END OF SECTION 100

END OF RFP
ATTACHMENT A

COST PROPOSAL FORM

Tax Exempt Status
Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this Solicitation.

Vendors must complete the blanks below with one (1) dollar amount per line. DO NOT enter multiple amounts or a range.

Initial 3 year term

TRS rate per Session Minute including Spanish to Spanish _____

TRS rate per session minute including Spanish to Spanish with optional outreach included in the rate _____

CapTel Rate per Conversation minute_____

Two Year extension

TRS rate per Session Minute including Spanish to Spanish _____

TRS rate per session minute including Spanish to Spanish with optional outreach included in the rate _____

CapTel Rate per Conversation minute_____

On a separate sheet of paper, explain or provide rates for any optional features that are not included in the rates above. (These rates will not be scored.)

ATTACHMENT B

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

1. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date

of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
PAGE 2 OF 2

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name _____
Address _____
_____
_____

Subscribed and sworn to before me by _____ _____
(Affiant) (Title)

of _____ this _____day of _____,20___.
(Company Name)

_____
Notary Public
[seal of notary] My commission expires: _____

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES

Solicitation No.: RFP-758-1100000124 **Date: November 5, 2010**
For: Public Service Commission
Telecommunications Relay Service

Addendum No. 1

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

Reason for change:

To post attachment C, 1st Set of Vendor's Written Questions;

To extend close date until November 30, 2010 at 3:30pm EST.

End of Addendum

Sherita Miller, MPA
Commonwealth Buyer

Attachment C
Commonwealth Responses to 1st Set of Vendor's Written Questions
RFP-758-1100000124

1. What type of telecommunications is the solicitation for? Commonwealth Response: The solicitation is for Telecommunications Relay Service and captioned telephone service (CapTel).

2. Will the Commonwealth consider two providers; one for TRS and one for Captioned Telephone Service (CTS)? Commonwealth Response: Yes

3. Will the Commonwealth please consider extending the due date for responses to the week after Thanksgiving to provide adequate time for providers to develop and deliver their response package? Commonwealth Response: Yes, the new due date will be November 30, 2010

4. If an acknowledgement of an addendum is necessary, may the signed acknowledgement be provided with the response package? Commonwealth Response: The signed acknowledgment shall be included in a Vendor's proposal response package.

5. Is CapTel a required service for this RFP? Commonwealth Response: Yes, CapTel is currently provided to the residents of Kentucky and must be continued.
Will the Commonwealth accept proposals for TRS only? Commonwealth Response: No

6. Will the Commonwealth accept suggested changes to the Terms and Conditions? Commonwealth Response: Please reference **Section 50.200** – *Vendor's Exceptions to Terms and Conditions of the Solicitation* and **Section 50.210** – *Deviations to Other Provisions of the Solicitation* for instruction.

7. Will the Commonwealth please provide the current TRS price? Commonwealth Response: TRS - $.95 per session minute with a fulltime Outreach Coordinator. CapTel - $1.56 per conversation Minute.

8. Will the state please provide, by month for at least a recent 6 month period, intrastate English TRS calls and session minutes, intrastate Spanish TRS calls and session minutes, intrastate English STS calls and session minutes and intrastate Spanish STS calls and session minutes? Commonwealth Response: See attached spreadsheet, '2009 MOU'.

9. Will the Commonwealth Buyer make the RFP available in Microsoft Word format? Commonwealth Response: The solicitation shall be available in MS Word format via the eprocurement website.

10. RFP page 26 Section 30.000 (and all subheadings thereunder) and RFP page 46 Section 40.085. Will the Commonwealth Buyer consider not making these sections applicable to subcontractors of System Enhancements such as CapTel? This Bidder is willing to take primary responsibility as the Prime Contractor, however its Subcontractor for CTS will not agree to the provisions in the Terms and Conditions. Commonwealth Response: All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor. Therefore, the Prime Contractor as well as any subcontractors must comply with the terms and conditions of this RFP.

11. RFP page 52 Section 40.220. Refers to "Revenue Form 10A105 State Vendor Eligibility Request Form." The URL (Attachment 5) reference links to "Revenue Form 10A100 Kentucky Tax Registration Application." Form 10A100 is also referenced on RFP page 63 Section 50.140 item number 3. Will the Commonwealth Buyer please clarify if "Revenue Form 10A105 State Vendor Eligibility Request Form" is required to be included in proposals and if yes provide instructions to obtain the forms? Commonwealth Response: Yes, Revenue Form 10A105 State Vendor Eligibility Request Form is required in the proposal responses. The form can be downloaded by accessing the web link outlined in Section 40.220. Revenue Form 10A105 is the same as the Revenue 10A100 Kentucky Tax Registration Application.

12. RFP 59 Section 50.110 and RFP page 66 Section 50.220 (last paragraph.) Will the Commonwealth Buyer consider removing this clause as this Bidder cannot afford to give up its intellectual property rights in hardware, software, materials, etc? This is not a contract for consulting, engineering or programming, but rather a telecommunications services type contract, so this clause does not seem applicable. Commonwealth Response: Please reference response in question 6.

13. Page 16, Section 10.050, Estimated Schedule of RFP Activities

Vendor requests additional time to develop a comprehensive bid which addresses all of the State's requirements. Would the Commission consider extending the due date to Wednesday, December 1st? Commonwealth Response: No, but the new due date will be November 30, 2010

14. Page 20, Section 20, Background and Present System Summary

Will the Commission provide additional detail regarding the last 12 months of the Kentucky Relay calls including the Intrastate and Interstate calls and minutes for TRS and CapTel? This information greatly assists Vendors in developing accurate cost and call projections. Commonwealth Response: See attached spreadsheet, '2009 MOU'.

15. Page 22, Section 3.1.2

"The relay system shall comply with the FCC's existing standards and regulations, including in 47 C.F.R. 64.601 et. seq., and those that may be required by the FCC after January 18, 2011, at no additional cost to the Commonwealth through the initial three (3) year contract period."

It is not possible for Vendors to fully anticipate future changes to the FCC's existing standards and regulations including the possible addition of Internet-based Relay services to the State program. In light of this, would the State consider modifying the above requirement to Vendors to negotiate in good faith with the Commission any incremental costs of increased federal regulations? Commonwealth Response: Yes

16. Page 36, Section 3.5.2 Reasonable accommodations

"Vendor shall arrange and conduct meetings of the Kentucky Relay Advisory Board. Vendor shall be responsible for meeting expenses including travel for Board members, interpreters and real time captioners."

In order for all vendors to accurately forecast the costs associated with the Kentucky Relay Advisory Board meetings, will the Commission provide additional information such as meeting location(s), location(s) of board members, anticipated duration of meeting(s), and types of accommodations required. Alternately, will the Commission provide the average cost for these meetings over the past 12 months? Commonwealth Response: The meetings are held at the Kentucky Public Service Commission in Frankfort Kentucky. Board members reside at various locations in the state of Kentucky and travel to the meeting. The meetings usually last two hours. The meeting will require a real time captioner and two sign language interpreters.

17. Page 36, Section 3.5.4

"This includes the employment of a full time outreach coordinator."* Page 37, Article 3.5.9, *"Vendor shall identify staff to perform the work outlined in Section 3.5.2 through Section 3.5.8, keeping in mind that a full-time account manager is not requested"

Will the Commission please clarify if a full-time Outreach Coordinator and/or Account Manager are required? Can the Commission please clarify if it is the Commission's intention for one person to fill both of these roles? Commonwealth Response: A full-time account manager, one that solely works on Kentucky TRS issues, is not required. The account manager can service other states or have other duties. A full-time outreach coordinator is not required, it is optional. The current contract employs a full time outreach coordinator at an additional cost to the state.

18. Page 36, Section 3.5.6 Billing inserts

"Vendor shall ensure that telephone rate payers in Kentucky are aware of Kentucky Relay by disseminating information in periodic bill inserts sent by local exchange carriers serving Kentuckians, or a different public utility the Commission may choose instead of the Local Exchange Carriers."

Fees for billing inserts can vary widely per state, will the Commission provide additional information for vendors to forecast these costs including the current annual cost? Commonwealth Response: The current cost is not known to the Commission, it is paid for by the current vendor. The vendor would be responsible for providing information to

the companies; the vendor would not be responsible for printing costs of bill inserts.

19. Page 40, Section 40 Terms and Conditions

Will the Commission permit Contractors to add terms and conditions, or clarifications which include important notices regarding use of service, compliance with industry requirements, and help Contractors to provide the highest quality telecommunications services at competitive prices for our customers? Commonwealth Response: Please reference response to question 6.

20. Page 62, Section 50.140 Format of Technical Proposal and Page 67, Section 60.010 Technical Proposal Submission Requirements (item 4 – Proposal Organization and Format)

Both list the format required for the Technical Proposal. Can the Commission please clarify if the assumptions made by the vendor of the requested combined information are correct? Also, can the Commission confirm the requested deliverables for each area?

- § Table of Contents
- § Cover page
  - o Transmittal Letter
  - o Completed and signed face of Solicitation
  - o Signed Face of all Addenda, if applicable
  - o EEO Documents, if applicable
- § Introduction
  - o Relay Provider's Executive Summary
- § Evaluation and selection process (Section 60.000)
- § Mandatory requirements (Section 60.020)
- § System design (Section 60.030)
- § Operational standards (Section 60.040)

- § Billing and call records (Section 60.045)
- § Education and outreach (Section 60.050)
- § System enhancement (Section 60.060)
- § Company and subcontractors (Section 60.070)
- § References (Section 60.080)

Commonwealth Response: Please reference *Section 50.140* – Format of Technical Proposal.

21. Page 90, Attachment A, COST PROPOSAL FORM

The cost proposal form has two pricing fields for TRS. Can the Commission confirm that all costs associated with the basic outreach requirements identified in Section 3.5 are to be included in the standard rate (first TRS pricing field) and any Optional Outreach costs (Section 3.6.4) should be included in the second TRS pricing field? Commonwealth Response: Yes, all basic TRS requirements from Section 3.1 through 3.6.2 shall be included in the first TRS cost proposal, Optional Outreach such as a full time Outreach person, additional materials or other outreach activities shall be included in the second line.

22. Page 90, Attachment A, COST PROPOSAL FORM

Will the Commission please provide the current reimbursement rate for TRS & CapTel? Commonwealth Response: TRS - $.95 per session minute with a fulltime Outreach Coordinator. CapTel - $1.56 per conversation Minute.

23. Page 90, Attachment A, COST PROPOSAL FORM

Will the Commission entertain alternative pricing structures which include a monthly recurring charge for a fixed cost such as for outreach program? Commonwealth Response: Yes, however the Cost Proposal Form must be completed as stated with alternatives attached or supplied at the bottom of the form.

24. Would the Commonwealth please consider extending the due date until after the Thanksgiving holiday? Commonwealth Response: Yes, the new due date will be

November 30, 2010

25. Is Captioned Telephone Service (CapTel) required for this RFP? Commonwealth Response: Yes, CapTel is currently provided to the residents of Kentucky and must be continued.

26. The current provider provides both TRS and CTS. Will the Commonwealth be open to having two providers/two contracts, one for TRS and the other for CTS? Commonwealth Response: Yes

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES

Solicitation No.: RFP-758-1100000124 **Date: November 8, 2010**
For: Public Service Commission
Telecommunications Relay Service

Addendum No. 2

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

Reason for change:

To change close date outlined in RFP from November 17, 2010 at 3:30 pm EST to November 30, 2010 at 3:30pm EST.

End of Addendum

Sherita Miller, MPA
Commonwealth Buyer

	TRS Intrastate Conversation Minutes	CapTel Intrastate Conversation Minutes	TRS Intrastate Session Minutes	CapTel Intrastate Session Minutes
01-09	37,295.25	29,588.27	56,085.09	33,671.74
02-09	32,069.53	31,086.80	48,225.80	35,537.87
03-09	32,635.95	34,833.11	47,699.77	40,081.09
04-09	32,759.41	35,731.71	48,713.43	41,143.25
05-09	31,108.82	36,050.48	46,776.14	42,346.53
06-09	30,655.33	35,983.94	46,590.32	42,001.31
07-09	29,014.06	34,781.80	44,494.73	40,430.90
08-09	29,628.39	35,827.56	44,633.48	41,813.13
09-09	26,847.88	33,150.89	40,047.40	38,783.32
10-09	29,242.17	37,992.17	43,731.80	43,735.64
11-09	25,808.30	37,016.40	38,795.61	42,719.86
12-09	29,797.61	39,989.42	43,570.68	46,341.18

Appendix M:

Copies of Phone Bill with

Surcharge Rate or Legislative Order

Visit us online at: **www.att.com**

Monthly Charges - Continued

6. Data Pay Per Use	0.00
7. National Account Discount	7.20CR
Total Monthly Charges	**42.79**

Other Charges and Credits

Voice Usage Summary

Nation 450 with Rollover	
Total Minutes Used	34
Plan Minutes	450
Mobile to Mobile Minutes	Unlimited
Minutes Used	0
Night & Weekend Minutes	5,000
Minutes Used	0
Unlimited Mobile to Any Mobile	Unlimited
Minutes Used	185

Rollover Minutes Summary

Last Month's Rollover Balance	2,936
Current Month Added to Rollover	+ 416
Expired Rollover Minutes *	0
NEW ROLLOVER MINUTES BALANCE	**3,352**

** Unused Rollover Minutes expire after 12 bill periods.*

Data Usage Summary

Messaging Unlimited	Unlimited
Used	413

Surcharges and Other Fees

8. Federal Universal Service Charge	1.54
9. Kentucky Lifeline Support Fund	0.08
10. Kentucky TAP/TRS Fee	0.04
11. Regulatory Cost Recovery Charge	0.31
12. State Gross Receipts Surcharge	0.57
13. Utility Surcharge for Schools	1.35
Total Surcharges and Other Fees	3.89

Government Fees and Taxes

14. 911 Service Fee	0.70

Other Charges and Credits - Continued

15. KY State Telecom Tax	2.80
Total Government Fees and Taxes	3.50
Total Other Charges & Credits	**7.39**
Total for	**50.18**
Total for Wireless accounts	**50.18**

News You Can Use

ADD A LINE WITH FAMILY TALK FROM AT&T
FamilyTalk(R) plans start at just $69.99/month including 700 Rollover Minutes. Add up to three additional lines for only $9.99 each. Sign up now by calling 800-449-1672 or visit ATT.COM/ADDALINE

REPORTING SPAM
Did you know that you can report an unsolicited text or picture message as spam? Simply forward the message to 7726 ("SPAM" on your keypad). You will not be charged for messages forwarded to 7726. For more info, go to www.att.com/spamcontrol.

TELECOMMUNICATIONS RELAY SERVICE
Dial 711 is a Telecommunications Relay Service for customers with hearing and speech disabilities. AT&T offers products and services for customers with visual, hearing, speech or physical disabilities. For more information, please refer to the Customer Guide section in your AT&T telephone directory, or go to att.com/relay.

START SAVING TODAY!
We have special limited-time offers that may save you money when you combine your wireless service with qualifying high-speed Internet, home phone and digital TV service. Please call us at 1-866-297-9952 or visit us at att.com/choose2save to find out more!

NO TEXT IS WORTH A LIFE
Take the pledge at www.itcanwait.com, and make a commitment to end texting while driving. No text is worth a life. It Can Wait.

MOVING?
AT&T can help. Call us to move your existing AT&T services or to order new AT&T home phone, high speed internet and Digital TV services. 1-800-MOVE-ATT (1800-668-3288) or visit att.com/move.

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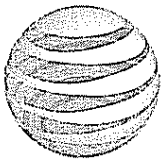

Fl 8

Bill Cycle Date: 08/06/12 - 09/05/12
Account:
Foundation Account: 00000094

Visit us online at: **www.att.com**

Wireless Statement

Bill-At-A-Glance

Previous Balance	$50.18
Payment - 08/26 - Thank You!	$50.18CR
Adjustments	$0.00
Balance	$0.00
New Charges	$50.18
Amount to be Debited	**$50.18**
Your Bank Account will be Debited by	Sep 26, 2012

Service Summary

Service		Page	Total
Wireless			$50.18
502 229-7352	$50.18	1	
Total New Charges			**$50.18**

How to Contact Us:
For questions about your account: 1 800 331-0500
or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6567
Visit us online at www.att.com

For Important Information about your bill, please see the **News You Can Use** section (Page 2).

WILLIAM J. STEVENS

Nation 450 with Rollover - Includes 450 Anytime Minutes with Rollover, Nationwide Long Distance & Roaming, Unlimited Mobile to Mobile calling to/from other AT&T Mobiles, 5,000 Night (9pm-6am) & Weekend Minutes, Call Forward Feature, Caller ID, Call Wait, Conference Call Feature, Mobile Purchases & Downloads Detail, Basic Voice Mail Feature, (Additional Minutes $0.45 each).

International Roaming - Expanded - Includes Enables international roaming outside the U.S. and international long distance from the U.S. at standard, pay-per-use international rates. See rates at www.att.com/global.

Messaging Unlimited with Mobile to Any Mobile Calling - Includes Unlimited domestic text, picture, video and instant messages and unlimited calling to/from any other domestic mobile phone.

Data Pay Per Use - Includes $2 per megabyte for domestic data usage.

Monthly Charges - Sep 6 thru Oct 5

1.	Nation 450 with Rollover	39.99
2.	CIRCUIT SWITCH DATA	0.00
3	International Roaming - Expanded	0.00
4.	Messaging Unlimited with Mobile to Any Mobile Calling	10.00
5.	Wireless Internet	0.00

Appendix N:

Copies of 2008 TRS Recertification Renewal Letter from the FCC

Ernie Fletcher
Governor

Teresa J. Hill, Secretary
Environmental and Public Protection Cabinet

Timothy J. LeDonne
Commissioner
Department of Public Protection

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

Mark David Goss
Chairman

John W. Clay
Vice Chairman

Caroline Pitt Clark
Commissioner

September 28, 2007

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-B204
Washington, DC 20554

Dear Ms. Dortch:

In reference to Public Notice released June 22, 2007, the Public Service Commission of the State of Kentucky, on behalf of the State of Kentucky, respectfully submits the attached application for renewal of the Kentucky Relay Service. The State of Kentucky is meeting all FCC minimum requirements and all of the required information is included in this filing.

If any further information or clarification is needed we will be pleased to promptly provide the same.

Sincerely,

Jim Stevens
KY TRS Administrator

Appendix O:

Copies of the letter notifying the FCC of Substantive Changes to the RRS Program