

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO


In the Matter of the Commission's Investiga-)
tion into Continuation of the Ohio Tele-) Case No. 08-439-TP-COI
communications Relay Service.)

ENTRY

The Commission finds:

- (1) The Americans with Disabilities Act of 1990 mandates the establishment of a telecommunications relay service (TRS). The TRS enables persons with hearing and/or speech disabilities to communicate by telephone with persons who may or may not have such disabilities. The Commission is certified by the Federal Communications Commission (FCC) to administer the TRS program in Ohio which includes selecting the TRS provider and overseeing the program.
- (2) Since the initiation of TRS in Ohio the Commission has, in a series of dockets,¹ using a request for proposal (RFP) process for soliciting bids, selected and authorized a TRS provider to serve pursuant to a contract established in each docket between the state of Ohio, through the Commission, and the TRS provider selected in each docket. The current Ohio TRS vendor's contract will expire at midnight on June 30, 2009.
- (3) By this entry the Commission initiates a new docket, Case No. 08-439-TP-COI (08-439), both for the purpose of establishing the process for choosing the vendor who shall be authorized

¹ The Commission first established the Ohio Relay Service in Case No. 91-113-TP-COI, a generic docket initiated in January 1991. In that case, after reviewing proposals by entities interested in providing the TRS in Ohio submitted in response to the Commission's request for such proposals, and receiving input and comments from persons representing the community of persons with communicative disabilities, the Commission chose an Ohio TRS vendor to serve under a five-year contract period which ran from January 1, 1992 through December 31, 1997. In November 1996, the Commission opened Case No. 96-1139-TP-COI (96-1139) for the purpose of choosing and authorizing the vendor who would continue the Ohio TRS for the five-year contract period running from January 1, 1998 through December 31, 2002. Similarly, within Case No. 01-2945-TP-COI (01-2945), which the Commission opened in November 2001, the Commission chose and authorized the vendor who would continue the Ohio TRS for the five-year contract period running from January 1, 2003 through December 31, 2007. By Entry issued October 24, 2007, the Commission both modified and extended, as modified, the contract established in the 01-2945 case for a period of 18 months from January 1, 2008 through June 30, 2009.

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to continue Ohio's intrastate TRS once the Commission's contract with the existing vendor expires, and for the purpose of actually choosing such vendor.

- (4) The Commission now finds it appropriate to call for comments on the proposed RFP, set forth as an appendix to this entry. The proposed RFP attached to this entry is patterned upon RFPs which the Commission issued in its earlier dockets pertaining to the Ohio TRS.
- (5) Any interested person or entity wishing to comment on the proposed RFP must do so, in written form, in accordance with the procedure outlined here. In order to be considered timely, any initial comments on the proposed RFP must be filed in this docket on or before May 15, 2008. The attorney examiner will promptly thereafter issue an entry listing the names and addresses of all those who have filed initial comments and directing all of them to serve copies of their initial comments upon all others who have filed initial comments. Reply comments, if any, must be filed in this docket, and served upon all parties who have filed initial comments by June 1, 2008.
- (6) The Commission notes that, in order to increase the efficiency and transparency while minimizing the cost of the RFP process, the Commission has established an electronic mail list serve and web site for solicitation and acceptance of audit RFP contracts. Therefore, the Commission will discontinue sending RFP solicitations by mail. Instead, any potential bidder who wishes to receive notice of audit requests for proposals should subscribe to the PUCOREFP list by clicking on the "RFPs – Requests for Proposals" link at:

<http://www.puco.ohio.gov/PUCO/Docketing/>

It is, therefore,

ORDERED, That all persons or entities who wish to comment on the proposed RFP, set forth in the appendix to this entry, are required to do so in compliance with the directives set forth in Finding (5) of this entry. It is, further,

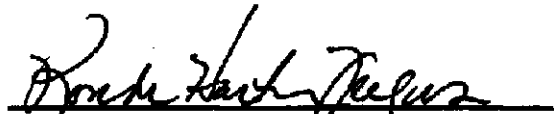
ORDERED, That a copy of this entry be served on all telecommunication service providers operating in Ohio; the Ohio Telecom Association; the Office of the Ohio Consumers' Counsel; all parties of record in the 01-2945-TP-COI docket; and upon all other interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

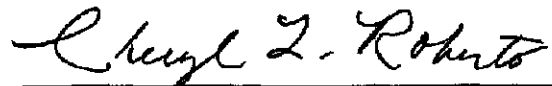
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Entered in the Journal

APR 16 2008



Renee J. Jenkins
Secretary

PUBLIC UTILITIES COMMISSION OF OHIO
REQUEST FOR PROPOSAL
Docket No. 08-439-TP-COI
Telecommunications Relay Service

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I. INTRODUCTION

A. Background

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

The Public Utilities Commission of Ohio (Commission) first established the Ohio Relay Service in Case No. 91-113-TP-COI, a generic docket initiated in January 1991. In that case, the Commission chose an Ohio TRS vendor to serve under a five-year contract period which expired on December 31, 1997. The Commission in Case No. 96-1139-TP-COI (96-

1139) chose the vendor who would be authorized to continue the Ohio TRS for a five-year contract period running from January 1, 2003 through December 31, 2007. Similarly, within Case No. 01-2945-TP-COI (01-2945), the Commission chose and authorized the vendor who would continue the Ohio TRS for the five-year contract period running from January 1, 2003 through December 31, 2007. By Entry issued October 24, 2007, the Commission both modified and extended, as modified, the contract established in the 01-2945 case for a period of 18 months from January 1, 2008 through June 30, 2009. The Commission has initiated Case No. 08-439-TP-COI both for the purpose of establishing the process for choosing the vendor who shall be authorized to continue Ohio's intrastate TRS once the Commission's contract with the existing vendor expires and also, for the purpose of actually choosing such vendor.

B. Purpose

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

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

C. Communication Restriction

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

II. PROPOSALS

A. Proposals

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

B. Proposal Format

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

1. Cover Letter

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

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

2. Executive Summary

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

3. Bidder Profile

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

4. References

Five professional references shall be provided that demonstrate the ability of the bidder to provide TRS. The references must include the name of a contact person, his or her title and affiliation, and telephone number.

5. Body of Response

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

C. Submission Date

- (1) To be considered for selection, the bidder's formal response to this RFP must be submitted by a date and time to be established within an order to be issued by the Commission in Case No. 08-439-TP-COI.
- (2) All filed complete responses will be reviewed by the Commission and the Commission's staff, as described in Section V of this RFP. All materials received in response to this RFP shall become the property of the Commission and may be returned only at the Commission's option. Unless otherwise directed by the Commission, the cost portions of the complete responses shall be treated in a proprietary manner until the Commission formally selects the successful bidder,

at which time all responses to this RFP, in their entirety, will be considered public information.

D. Withdrawn or Modified Proposal

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

E. Valid Responses

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

F. Cost of the RFP

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

G. Presentations

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

H. Additional Information

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

III. SCOPE OF SERVICE AND GENERAL REQUIREMENTS

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

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

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

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

A. Operational standards

1. Communication Assistants (CA)

TRS providers are responsible for requiring that CAs be sufficiently trained to effectively meet the specialized communication needs of individuals with hearing and speech disabilities; and that CAs have competent skills in typing, grammar, spelling, interpretation of typewritten American sign language (ASL), and familiarity with hearing and speech disability cultures, languages, and etiquette. CAs must possess clear and articulate voice communications. CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.

2. Types of calls

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

(a) Voice Carryover (VCO):

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

(b) Hearing Carryover (HCO)

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

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

understand the speech patterns of persons with speech disabilities and can repeat the words spoken. The TRS may utilize a dedicated toll-free telephone number to access STS service.

(d) Pay-Per-Call Calls:

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

(e) Spanish Speaking Services:

The provision of intrastate Spanish speaking relay service is required. The provider shall be compensated for the intrastate transliteration of such calls at the rate-per-minute bid price. The TRS may utilize a dedicated toll free telephone number to provide this service.

(f) Captioned Telephone VCO Service (CapTel)

The TRS provider must provide CapTel, including Two-Line CapTel. CapTel is a specialized form of VCO which is a trademark of Ultratec and requires use of a specialized telephone which makes use of Ultratec's proprietary technology. The provider will be compensated at a rate-per-session minute bid price, separate from the standard TRS rate-per-session minute bid price, for intrastate calls. The service will not include provision of the telephone instruments needed in using the service. The Commission reserves the right to determine the number of phones to be distributed per month.

(g) Additional Call Types:

Consistent with the obligations of common carrier operators, CAs are prohibited from refusing a single or sequential call or limiting the length of calls utilizing relay

services. TRS shall be capable of handling any type of call normally provided by common carriers and the burden of proving the infeasibility of handling any type of call will be placed on the carriers. Providers of TRS are permitted to decline to complete a call because credit authorization is denied. The scope of this RFP and the consequent bids must only include the processing of intrastate TRS calls. The intrastate relay system will not be required by this RFP to process interstate calls. The intrastate TRS, however, must be capable of accommodating interstate TRS, which is authorized and funded through the federal jurisdiction. Should the provider elect to carry interstate calls, such calls should be recorded separately and distinctly from all intrastate calls and shall not be billed under the contract, consistent with the FCC's TRS separations requirements. Bidders, within their proposals, shall identify those types of calls that they believe to be technologically infeasible, and further must explain, in detail, such infeasibility. The TRS shall also provide its users with conference and three-way calling, and other customer calling features as they become available, to the extent technically feasible. Charges assessed to TRS users for such ancillary services, whether or not traditionally provided by local exchange carriers (LECs), must not exceed the rates assessed to those persons without communication disabilities.

3. Handling of emergency calls.

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

4. In-call replacement of CAs

CAs answering and placing a TTY-based TRS call must stay with the call for a minimum of ten minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen minutes.

5. CA gender preferences

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

6. STS called numbers

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

B. Technical standards

1. ASCII and Baudot

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

2. Speed of answer

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

3. Equal access to interexchange carriers

TRS users shall have access to their chosen interexchange carrier through the TRS, and to all other operator services, to the same extent that such access is provided to persons without communication disabilities.

4. TRS facilities

TRS shall operate every day, 24-hours a day. TRS shall have redundancy features functionally equivalent to the equipment in normal central offices, including

uninterruptible power for emergency use. TRS shall transmit conversations between TTY and voice callers in real time. The TRS must have a sufficient number of CAs, trunks, circuits, and other facilities to achieve the standards and handle the types of calls required in this RFP. Adequate network facilities shall be used in conjunction with TRS so that under projected calling volume the probability of a busy response due to loop trunk congestion shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network.

5. Telecommunications Service Priority (TSP) Program

The TRS *must* be enrolled in the FCC's TSP program. In the event of a natural disaster or a regional or national crisis, the LECs would be required to restore service to the TRS call center(s) as rapidly as possible consistent with the priority status assigned to the call center(s).

6. Technology

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

7. Voice mail and interactive menus

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

C. TRS System Standards

1. Billing

The relay system must include methods of providing interexchange carriers with sufficient billing information to allow calls to be billed accurately. The system must be capable of providing, at a minimum: automatic number identification (ANI), which

includes the relay code; the called number; the billing start and end time; and the type of call, i.e., person-to-person, etc.

2. Advancements

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

3. Customer Access

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

4. Employment Practices

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

5. In State/Out of State

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

D. TRS Service Standards

1. Timing of Calls

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

2. Person-to-Person Calls

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

3. Intrastate Toll Discounts

Intrastate toll charges (assessed to all persons billed) for calls placed through the TRS must reflect the toll discounts mandated by the Commission in Case No. 87-206-TP-COI. The discounts shall not apply to calls placed to pay-per-call services, such as 900 or 900-like services, to the extent these services are available.

4. Answering Machines

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

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

1. Training Requirements

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

Each CA will be monitored, including oral to type testing, with sufficient frequency to ensure that the required proficiency is consistently maintained.

2. Confidentiality Requirements

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

- (9) Except as authorized by 47 U.S.C. § 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content and, with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls. CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state, or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object.
- (10) The CA must adhere to the Relay System Code of Ethics (Appendix A), or a similar pledge that, at a minimum, includes the requirements set forth in Appendix A, before relaying any calls. CAs must also comply with any applicable federal or state laws or regulations pertaining to CA conduct or confidentiality (e.g., 47 C.F.R. 64.604 and Section 4931.35 of the Ohio Revised Code).

3. Additional Methods and Procedures

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

F. Monthly Requirements for Billing and Auditing

1. Calling Characteristics & Traffic Data

- (1) The TRS must create, for each relay-assisted call, a record containing, at a minimum:
 - (a) the telephone number (NPA-NXX-XXXX) or credit card number for all end user billable calls, i.e., local or toll;
 - (b) the terminating and originating telephone number (NPA-NXX-XXXX) for all calls toll in nature;
 - (c) the date of the call;
 - (d) the start and end time of the call as identified for end user billing purposes in Section III (C) (1);
 - (e) the start and end time of the call as defined for provider compensation purposes in Section IV (C) (2) (a);
 - (4) call type, e.g., person-to-person, collect, etc.;
 - (g) preferred IXC for interLATA calls, or preferred IXC or LEC for intraLATA calls (to the extent that intraLATA 1+ dialing parity is available within the caller's local service area); and
 - (h) the two-digit relay identification code.
- (2) The TRS provider must forward the record for each call to the designated intrastate billing agent, i.e., LEC, IXC, or independent billing vendor, within 14 days of the date such service was supplied.
- (3) The TRS provider must maintain all records and reports relating to the operation of the relay center, and shall make such records and reports available for audit by the Commission. Such reports must include, but are not limited to, monthly traffic studies detailing the following:
 - (a) blockage rates;
 - (b) the number of calls in queue;

- (c) the length of time in queue;
 - (d) the traffic patterns identifying the area codes from which the calls originate, and the percentage of calls originated by TTY users versus customers who are hearing and voice capable;
 - (e) the average speed of answer;
 - (f) the total number of calls;
 - (g) the total minutes of use (MOUs) for provider compensation; and,
 - (h) the average duration of calls, as defined in Section IV(C)(2)(a) of this RFP.
- (4) The TRS provider must submit to the Commission a detailed annual report of operations, service standards, and traffic patterns about the relay system. The initial report must be submitted by March 31 following the date the contract is awarded. The initial report shall cover the period from initial operation under this contract through the end of the calendar year. Such reports must contain, at a minimum:
- (a) the traffic study criteria listed in Sections III(F)(1) of this RFP;
 - (b) any recommendations to reporting specifications which the TRS provider deems necessary to improve its rendition of the relay service; and
 - (c) a report on any complaints received during the period covered by the report, and the TRS response to the same.
- (5) Following the initial report, an annual, calendar year report must be submitted to the Commission by March 31 of each year.

2. Accounting & Financial Information

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

G. Complaints and Inquiries Procedures

- (1) The TRS provider and Commission shall entertain informal complaints regarding the provision of intrastate TRS. The Commission and/or TRS provider shall ensure that the complaint include the following information: name and address of the complainant; the name and address of the TRS provider against whom the complaint is made; a statement of facts supporting the complainant's allegation; the specific relief or satisfaction sought by the complainant; and the complainant's preferred format or method of response.
- (2) The TRS provider shall file with the Commission a statement designating an agent or agents whose principal responsibility will be to receive all complaints, inquiries, orders, decisions, and notices and other pronouncements forwarded by the Commission. Such designation shall include a name or department designation, business address, telephone number (voice and TTY), facsimile number and, if available, internet e-mail address.
- (3) The TRS provider must provide its users with a means to file service quality complaints, to offer suggestions, and to make general inquiries regarding the service. The TRS provider must accept and respond to complaints received by both mail and telephone within ten business days. The TRS provider must display a toll-free customer service telephone number (1-800-325-2223) and address on all brochures and educational materials, as well as the Commission's public intrastate 800 voice and TDD phone numbers, for this purpose.
- (4) The TRS provider must employ all reasonable means available to resolve a complaint. In the event a complaint cannot be resolved by the TRS provider, it must refer the complaint to the Commission's Service Monitoring and Enforcement Department's Investigation and Audit Division. If the complaint cannot be resolved to the customer's satisfaction by the Investigation and Audit Division personnel, a formal complaint form will be provided to the complainant. The complaint form will provide TRS users with the necessary information concerning how to file a formal complaint with the Commission. The Commission will entertain formal complaints to determine whether the TRS provider is meeting the requirements set forth by this RFP, the FCC, and the ADA. As required by the ADA, the Commission will take final action regarding any complaint within 180 days from the date it is filed. That is, all complaints will be resolved by the Commission within 180 days after the complaint is first filed with a state entity, regardless of whether it is filed with the state relay administrator, the Commission, the relay provider, or with any other state entity.

- (5) The TRS provider must maintain a log of consumer complaints. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. Summaries of logs must be submitted monthly to the Commission and annually to the FCC, consistent with the FCC's rules.
- (6) Informal complaints may be transmitted to the Commission's Investigation and Audit Division by any reasonable means, such as letter, facsimile transmission, telephone (voice/TRS/TTY), Internet email, or some other method that would best accommodate a complainant's hearing or speech disability.

H. Treatment of TRS customer information

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

I. Additional Considerations

- (1) Upon the stated commencement date, the TRS provider must be prepared to process all intrastate relay traffic in accordance with the terms of this RFP.
- (2) All TRS records must be made available during normal business hours for inspection by the Commission or any Commission-approved personnel.
- (3) The Commission believes that it is crucial that the provider be aware of the needs of the TRS users to ensure that the service is meeting the day-to-day requirements of persons who are communicatively disabled. Therefore, a Consumer's Advisory Board (CAB) shall be formed by the provider to provide input to the TRS provider on issues of personnel training, outreach, and customer service. The CAB will meet periodically, as necessary, to develop and submit recommendations to the provider. The TRS provider must be responsive to the CAB's input concerning personnel training, outreach, and customer service, and shall provide written responses to the CAB's inquiries or comments.

- (4) Prior to release for the general public, all promotional and educational materials must be submitted for review to the Commission's staff, in order to ensure the effectiveness and appropriateness of the material.
- (5) The TRS provider must keep the Commission's staff apprised of any operational situations (e.g., labor disputes, strikes, changes in management and/or staffing levels) that could potentially have a significant adverse impact on overall ORS service quality once that potential becomes apparent.

IV. INFORMATION REQUIRED FROM BIDDER

A. Network Documentation

- (1) All bids must include a complete description of the various components of TRS, as well as how the provider, either through direct provision or through other entities, will provide them. Such components include, but are not limited to:
 - (a) all planned or existing relay center buildings, real estate, permits, rights-of-way, or clearances necessary to operate the TRS;
 - (b) all telecommunications trunks, cables, or lines required to be connected to and from the relay center;
 - (c) all facilities and equipment required for the provision of TRS;
 - (d) all supplies, furniture, or miscellaneous items necessary for the provision of TRS;
 - (e) all personnel and related training required in order to staff and operate the relay center;
 - (f) all other equipment or facilities necessary for the TRS; and
 - (g) the manner in which the records will be maintained in order to permit review and evaluation by the Commission staff.
- (2) The bidder's system design must illustrate:

- (a) the network configuration to be used to provide the TRS, including the way callers will access the service and the way the provider will process the traffic; and
 - (b) the proposed number of personnel necessary to achieve the requirements of the RFP.
- (3) The bidder must provide an explanation of how it will enable the TRS caller to choose the IXC for the call.

B. Administrative Documents

1. Personnel

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

- (1) how the personnel will be selected, screened, and trained;
- (2) the procedures to be implemented to ensure objectivity, sensitivity, and confidentiality in relaying calls;
- (3) the procedures to be instituted to ensure that the required levels of CA proficiency in their tasks are attained and maintained;
- (4) the procedures for any refresher training and for implementation of improved procedures;
- (5) the disciplinary procedures to be applied to CAs for misconduct or failure to attain and maintain required task proficiency levels; and
- (6) staffing levels relative to changes in average call duration or call volumes, i.e., usage of the center.

2. Advertising

The bidder must provide the advertising copy it intends to utilize to promote usage of the TRS. The bidder must also describe, in detail, the media strategy it intends to adopt to promote usage and corresponding bilateral benefits of the TRS by both persons with and without communication disabilities. Additionally, the bidder must provide, as part of its

response to this RFP, any educational materials concerning how to use the system properly, including, but not limited to, brochures and mailings. The bidder must also indicate in its response to this RFP what instructional programs it intends to implement to familiarize users with how to use the TRS.

3. Billing Information

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

C. Cost and Financial Submissions

- (1) The bidder must quote its lowest and final offer concerning rates for the TRS.
- (2) For each of the services (TRS and CapTel), the bidder must identify (in the format shown in Appendix B) a single rate per minute quote to be utilized throughout the term of the contract (July 1, 2009 through June 30, 2011) for purposes of calculating its due compensation. Additionally, the bidder must identify a single rate per minute quote for each of three subsequent two-year renewal periods. Each of the rates submitted must be based on the following assumptions:
 - (a) Any call which is answered by a relay CA must count as one call to the relay center, regardless of whether the call is completed to the called party. Further, the entire duration of all calls, including those which do not successfully reach the called party, must be counted in the bidder's calculations for determining average call durations. Duration, for purposes of call averaging, shall be measured from the time a live CA answers a call until the call is terminated by the calling and called parties. Call duration information must be rounded to the nearest second. Additionally, once a caller contacts the TRS, he or she must be permitted to make an unlimited number of calls without redialing the center. For purposes of calculating volume and duration statistics, this type of calling must count as only one call to the TRS center.
 - (b) All costs, including, but not limited to, initial start-up costs (including those costs associated with interconnecting with other carriers), and a return on investment, will be assumed to be imputed in the rate per minute quote for each of the services (Appendix B) submitted by the bidder.

- (c) To the extent a bidder's system design requires another telephone company to incur network costs, which are not recovered through tariffed charges, the successful bidder will be responsible for reimbursing such carrier.
- (3) The bidder must quote rates for relay services based on the annual call volumes and average call durations. The per-minute rates shall be the sole mechanism by which the successful bidder will be compensated. The successful bidder's reimbursement from the state of Ohio will be based on session minutes, defined as the amount of time from when the calling party first accesses the relay center to when the call is terminated by both parties.
- (4) Bidders must procure a bid bond equal to no less than five percent of the total cost of the first year of service, assuming an average call duration of six minutes, and a monthly calling volume of 78,000 incoming TRS calls and an average call duration of two minutes and a monthly calling volume of 23,000 incoming CapTel calls. Bidders must submit, within their bid, verification (i.e., confirmation from the bonding entity) that such a bid bond has been procured.

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

- (5) The bidder must submit with its proposal copies of its latest published financial reports and any other documents and information sufficient to enable the Commission to assess the bidder's corporate and financial integrity, history, and ability to provide the TRS being proposed. Further, the Commission may request additional information if initial submissions are not deemed sufficient. The financial reports must include:

- (a) the most recent annual report and Securities and Exchange Commission (SEC) 10K and 10Q forms of the company submitting the proposal, and of any parent company;
 - (b) when available, any investment advisory and rating agency reports issued during the past year about the company or its parent company; and
 - (c) for companies not rated by Value Line, the financial statements covering the past five years.
- (6) Each proposal must contain evidence of adequate insurance to cover claims of liability.

D. Supplemental Submissions

- (1) Any bidder with past or present experience regarding the provision of relay service in another state must include a description of such service, a copy of any brochures publicizing the service, any publicly available information regarding the cost of the service, and statistics on call volumes, call duration, and toll percentage. Additionally, the names, titles, and telephone numbers of state administrator contacts concerning the bidder's provision of TRS to other states should be provided.
- (2) The bidder shall retain the name, Ohio Relay Service, for the service it proposes and shall not include in that name any references to or endorsements of the bidder's company.
- (3) Bidders may propose enhancements to the basic service, however, such enhancements shall be compensated at the per minute rate identified by the bidder in Appendix B of this RFP, unless otherwise noted. The proposed enhancements may include, but are not limited to, the following:
 - (a) interstate calling capability, however, costs resulting from the provision of interstate calling will not be borne by the state and adequate safeguards must be established to ensure that intrastate service quality and fiscal accountability are maintained. Further, the bidder must identify the specific safeguards which it will use to ensure that no such costs arising from interstate service will be paid by the state;
 - (b) service to users of languages other than ASL, Spanish, and English.

- (4) Bidders must submit an explanation as to how they intend to handle input, i.e., recommendations and concerns from the CAB.
- (5) Bidders must submit an explanation as to how they will satisfy the requirement to handle emergency calls from both: (1) callers in regions served by 9-1-1, and (2) callers in regions not served by 9-1-1.

V. SELECTION CRITERIA

A. Selection Process

Following receipt of all timely filed proposals, Commission staff will review all timely filed responses, and submit its recommendation to the Commission. Staff will base its recommendation on the bidder's proposal which is most advantageous to the state of Ohio considering: price; the interests of persons who are members of the communicatively disabled community in having access to a high-quality, technologically-advanced telecommunications system; and all other factors identified in this RFP.

B. Evaluation Criteria

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

C. Award

The Commission shall issue an order in Case No. 08-439-TP-COI setting forth the chosen bidder.

VI. CONDITIONS

A. Performance

- (1) The Commission shall issue an order selecting the provider for the TRS for the period of July 1, 2009 through June 30, 2011. The order will establish the performance requirements which the provider will be required to meet. The order shall include, either implicitly or explicitly:

- (a) the RFP and any amendments thereto;
 - (b) the provider's offer submitted in response to the RFP; and
 - (c) any additional terms and conditions deemed by the Commission to be in the public interest.
- (2) The Commission reserves the right to negotiate with the provider or make other additions, deletions, or changes to the order, provided that no such addition, deletion, or change would, in the sole discretion of the Commission, unduly affect the evaluation criteria set forth in this RFP.
- (3) At any time, the Commission may consider the introduction of additional technologies and corresponding services, upon a demonstration of the viability of such services on both a technological and economical basis.
- (4) The Commission shall consider retaining the provider for three subsequent two-year periods.
- (5) None of the rights, duties, or obligations in this Contract will be binding on the State, and the contractor will not begin performance, until all of the following conditions have been met:
 - (a) the Director of the Office of Budget and Management has certified the availability of funds, as required by Section 126.07 of the Ohio Revised Code; and
 - (b) approval of this contract is given by the Controlling Board of Ohio.

B. Conflicts

In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, the Commission reserves the right to clarify any contractual relationship in writing and such written clarification must govern in case of conflict with the applicable requirements stated in the RFP or the provider's proposal. In all other matters not affected by the written clarification,

the RFP shall govern. The Commission shall resolve conflicts pursuant to the authority granted to it by the ADA, the FCC, and the state of Ohio.

C. Deviations from the RFP

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

D. Modification

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

E. Contract and Order Variation

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

F. Waiver

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

G. Entire Agreement

The contract and performance requirements of the order shall represent the entire agreement between the parties with respect to the services provided under the contract and order and supersede all prior negotiations, representations, or agreements, either written or oral, between the Commission and the provider and shall be independent of and have no effect upon any other agreements.

H. Federal and Ohio Laws

- (1) This RFP and the contract are subject to the laws of the state of Ohio and, where applicable, federal law.
- (2) The contract shall be construed according to the laws of the state of Ohio. Any legal proceedings regarding this RFP or the resultant contract shall be brought before the Commission.

I. Changes in the Scope of the Contract and the Performance Requirements

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

J. Provider's Responsibility

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

K. Performance Assignment

The provider shall not assign the obligation to perform in accordance with the RFP and the Commission's order in whole or in part without the prior written consent of the Commission.

L. Provider's Personnel

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

M. Force Majeure

The provider will not be liable for failure to perform its obligation in accordance with the RFP and the Commission's order if such failure arises out of causes beyond the control and without the fault or negligence of the provider. The provider will take all possible steps to recover from such occurrences.

N. Advertising- Award

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

O. Permits, Licenses, Taxes, and Registrations

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

P. Insurance

The TRS provider shall furnish and maintain such public liability and property damage insurance sufficient to protect itself and any subcontractor from claims for damages for personal injury, including accidental death, except by persons protected by workers compensation statute, and from claims for property damages, which may arise from

operations and provision of the TRS, whether such operations be those of the TRS provider or a subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be \$2 million for public liability, and \$1 million for property damage.

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

Q. Performance Bond

Upon the Commission's selection of the provider, and prior to actual commencement of service, the TRS provider must procure a performance bond necessary to guarantee uninterrupted provision of TRS. The amount of the performance bond will be \$1 million annually. The Commission may require and/or the TRS provider may request an adjustment to the amount of the bond in subsequent years.

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

R. Employment Practices

- (1) The provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or disability. The provider must take affirmative action to ensure the employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The provider is encouraged to

include employees with communication disabilities on the relay center staff and shall submit with its bid an affirmative action plan for recruiting and hiring such persons. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

- (2) The provider shall, in all solicitations or advertisements for employees placed by or on behalf of the provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification.
- (3) The provider shall comply with the nondiscriminatory clause contained in the Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor of the United States and with 41 C.F.R. § 60. The provider shall comply with related state of Ohio laws and regulations.

The provider shall comply with regulations issued by the Secretary of Labor of the United States, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973. The provider shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder.

S. Accounting Requirements

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

T. Audit Requirements

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

U. Records Retention

Authorized Commission representatives shall have access to and the right to examine and copy the items listed below. Delivery of and access to the listed items shall be at no cost to the Commission. Specifically, the provider shall preserve and make available to the Commission the following:

- (1) All books, documents, papers, and records related to the provision of the TRS for a period of six years from the expiration or termination of the provision of the TRS
- (2) Records involving matters in litigation shall be kept for one year following the termination of litigation and associated appeals if the litigation has terminated within six years.

V. Independent Price Determination

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

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

W. Offer of Gratuities

By submission of a bid, the bidder certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the state of Ohio, has or will benefit financially or materially from this procurement. This procurement and contracts arising out of such procurement may be terminated by the Commission if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees, from the bidder, his or her agent or employee in return for such procurement.

VII. HOLD HARMLESS

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

- (1) Any claims or losses for service rendered by the provider, person, or firm performing or supplying services, materials, or supplies, in connection with the provision of the TRS;
- (2) Any claims of losses to any person or firm injured or damaged by the acts of the provider, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed in a manner not authorized by the Commission, or by federal or state regulations or statutes; and
- (3) Any failure of the provider, its officers, or employees to observe Ohio laws, including but not limited to labor laws and minimum wages.

VIII. TERMINATION

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

- (1) Termination for Default
 - (a) Any provider who is determined in writing by the Commission to be in breach of any of the terms and conditions of the performance requirements may, in the discretion of the Commission, be declared in default and such contract may be terminated immediately as a result of such default.
 - (b) A default in performance by a provider for which the obligation to perform may be terminated shall include, but shall not be limited to, a failure to perform according to the terms, conditions, and specifications established by the RFP and the Commission's order.
- (2) Termination for Provider Bankruptcy - In the event of the filing of a petition in bankruptcy by or against the provider, the Commission shall have the right to require the termination of the obligation to perform upon the same terms and conditions as a termination for default.

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

B. Procedure for Termination

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

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

C. Termination Claims

- (1) After receipt of a notice of termination, the provider shall submit to the Commission any termination claim in the form and with the certification prescribed by the Commission. Such claim shall be submitted promptly, but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Commission within such six-month period or authorized extension thereof. However, if the Commission determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six-month period or extension thereof.

- (2) Upon failure of the provider to submit its termination claim within the time allowed, the Commission may, subject to any review required by state procedures in effect as of the date of the initiation of the performance obligation determine, on the basis of information available to it, the amount, if any, due to the provider by reason of termination and shall thereupon cause to be paid to the provider the amount so determined.
- (3) Subject to the provisions of the previous paragraph and subject to any review required by state procedures in effect as of the date of the initiation of the performance obligation, the provider and the Commission may agree upon the amounts to be paid to the provider by reason of the total or partial termination of the work pursuant to this RFP. The Commission order establishing the performance requirements shall be amended accordingly.
- (4) In the event of the failure of the provider and the Commission to agree, in whole or in part, as to the amounts with respect to the costs to be paid to the provider in connection with the total or partial termination of work pursuant to this RFP, the Commission shall determine, on the basis of information available, the amount, if any, due to the provider by reason of termination.

APPENDIX A

RELAY SYSTEM CODE OF ETHICS

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

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

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

1. Relay System Operators shall guard all confidences entrusted to them.

Everything you say and hear while relaying is confidential. Nothing is to be discussed with anyone outside the Relay Center.

2. Relay System Operators shall render a faithful interpretation, always conveying the content and the spirit of the speaker.

Type the words spoken and speak words typed. If one party is rude, convey this.

3. Relay System Operators shall not counsel, advise or give personal opinions.

It is important for the caller to make his/her own decisions.

APPENDIX B

RATE PER SESSION MINUTE BIDS

	TRS Rate per minute	CapTel Rate per minute
July 1, 2009 through June 30, 2011		
July 1, 2011 through June 30, 2013		
July 1, 2013 through June 30, 2015		
July 1, 2015 through June 30, 2017		