

FILE



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May 14, 2008

Reneé J. Jenkins
Secretary
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Docketing Division
Columbus, Ohio 43215

Re: *In the Matter of the Commission's Investigation
Into Continuation of the Ohio Telecommunications
Relay Service*
Case No. 08-439-TP-COI

RECEIVED-DOCKETING DIV.
2008 MAY 15 AM 10:32
PUCO

Dear Sirs,

It has been Sprint's pleasure to work with the Public Utilities Commission of Ohio (the "Commission") to provide Telecommunication Relay Services ("TRS") for the State of Ohio over the past decade. We are delighted to have this opportunity to submit comments in the above referenced docket and to participate in the Commission's search for its next TRS service provider. In response to the Commission's Entry dated April 16, 2008, Sprint provides comments to the draft Request for Proposal attached to the Commission's Entry.

If there are any questions concerning Sprint's comments, or if additional information is required, please contact the undersigned or Maggie Schoolar, Senior Government Account Executive. Maggie will be Sprint Point of Contact for this Request for Proposal and can be reached at (512) 797-6810 (Voice), (512) 873-1086 (Facsimile), or maggie.schoolar@sprint.com (E-mail).

Sincerely,

Benjamin J. Aron

Enclosure

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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission's Investigation Into Continuation of the Ohio Telecommunications Relay Service.)	Case No. 08-439-TP-COI
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COMMENTS

Sprint has the following comments regarding the draft Request for Proposal ("RFP") attached to the Public Utility Commission of Ohio's (the "Commission") April 16, 2008 Entry in the above captioned docket.

1. Page 27, (4) We request that any contract extensions beyond the initial term be subject to mutual agreement between Commission and provider. In other words, we request that the options be mutual.
2. Page 29, I. Changes in the Scope of the Contract. We request that any changes to the general scope of performance requirements be made only upon mutual consent between Commission and provider.
3. Page 29, K. Performance Assignment. We request that the provider be permitted to assign the Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to Commission.
4. Page 30, L. Provider's Personnel. We request removal of the sentence allowing the Commission to require removal or reassignment of employees as such a requirement may conflict with the operation as an independent contractor, and may violate labor, employment and anti-discrimination laws. We are committed to customer satisfaction and recognize the importance of reliable, qualified and experienced account teams servicing customers. We use good faith efforts to ensure that our account team meets such high standards. In the event that it becomes necessary to change the membership of the account team, we will notify Commission of all significant changes as far in advance as possible. We will make commercially reasonable efforts to consider the concerns of Commission in our decisions regarding replacement personnel. The qualifications of replacement personnel shall be at least equal to the replaced personnel.
5. Page 30, M. Force Majeure. We request the addition of the following sentence at the end of this section: Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a local exchange carrier's activities, and other acts of third

parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees.

6. Page 32, T. Audit Requirements. We request that this section be modified to limit the number of potential audits to one annually.

7. Page 33, U. Records Retention. We request that this section be modified to provide the following: "Upon reasonable prior written notice, provider shall make records relating to the contract available to Commission at provider's business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of provider's records, any third party auditor acting on behalf of the Commission shall be subject to prior approval by provider and may be required at provider's sole discretion to execute provider's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing provider's records."

8. Page 34, VII. Hold Harmless. We believe this provision is overly broad and unduly burdensome on providers. We request that the phrase "third party" be inserted before the word "claims" in paragraphs 1 and 2. In paragraph 1, we request that the words "in connection with" be replaced with "arising directly from."

We also request the following language to be added to this section:

C) To be indemnified, the Commission must (1) give the provider prompt written notice of the claim, (2) give the provider full and complete authority, information and assistance for the claim's defense and settlement, and (3) not, by any act including but not limited to any admission or acknowledgement, materially prejudice the provider's ability to satisfactorily defend or settle the claim. The provider will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The Commission will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the provider will retain sole control of the claim's settlement or defense.

9. Page 34, VII--Termination. We request that this section be modified to provide for 30 days written notice of any potential termination for default, and an opportunity for the provider to cure such a potential default.

10. We request the following provision be added to the RFP:

Limitation of Liability

A) The provider's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, excluding service disruptions,

not to exceed in the aggregate, in any 12 month period, an amount equal to the Commission's total net payments for the affected Products and Services purchased in the 6 months prior to the event giving rise to the claim. The Commission's payment obligations and the provider's indemnification obligations under this Agreement are excluded from this provision.

B) In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits, lost revenues, and loss of business opportunity.

In accord with the instructions provided in the Commission's Entry, Sprint will serve a copy of its Comments upon the parties identified in the service list to be issued in this docket.

Respectfully submitted,



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Dated: May 14, 2008