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

INITIAL COMMENTS OF AT&T COMMUNICATIONS OF OHIO, INC.

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1. Introduction

AT&T Communications of Ohio, Inc. and its corporate affiliates ("AT&T"), by their attorneys, submit these initial comments in response to the draft request for proposal ("RFP"), as directed by the Commission's Entry adopted on April 16, 2008.

2. Background

AT&T has twenty years of experience in serving the communication needs of deaf, hard of hearing and speech impaired customers. AT&T opened its first relay center in the state of California in 1987 and has provided high quality relay services around the clock during the past 20 years. AT&T's current intrastate TRS customers include the states of Virginia and Pennsylvania. It also provides interstate TRS, Operator Services for the Deaf, and Internet and Video Relay Services. We process millions of TRS minutes a year through our reliable call centers. We employ approximately 300 Communication Assistants (CAs), who are bargained-for employees, supported by more than 30 managers and technical staff. AT&T has a demonstrated commitment to providing high-quality relay services to the states and the people it serves.

Some of the key milestones in AT&T's twenty years of relay service include: AT&T offered Operator Services for the Deaf ("OSD") beginning in 1980 and was the first provider in the country to do so. AT&T opened the Special Needs Center, dedicated to serving the needs of TTY users. It deployed automation in 1993; and began offering Spanish Relay in 1996 nationwide. AT&T was the first provider to offer True Caller ID, and one of the first providers to offer Speech-to-Speech service.

3. Specific Comments on the Draft RFP

CapTel

Page 9, Section III.A.2.f, Captioned Telephone VCO Service (CapTel). The RFP should allow this service to be offered by a subcontractor, as it is today in many areas. The RFP should clarify that the TRS vendor, or a contractor responsible to the TRS vendor, may provide CapTel service.

In-state Relay Center

Page 13, Section III.C.5, In State/Out of State. The draft RFP would require that 85% of calls must be processed by a relay center located in the State of Ohio. This is the most objectionable part of the draft RFP.

AT&T has a relay center located in New Castle, Pennsylvania, just over the Ohio border, that is fully staffed with experienced bargained-for relay operators and

that has the capacity to provide Ohio relay service in a quality manner, consistent with all other requirements of the draft RFP.[1]

Allowing Ohio relay calls to be handled by existing centers, even though they may be located outside the State of Ohio, would be a more efficient approach than that proposed in the draft RFP. The costs associated with establishing a new center in Ohio would be prohibitive. If this requirement is maintained, the Commission will likely preclude potential bidders from offering their services. The public interest would be better served by eliminating this requirement.

Network Documentation

Page 21, Section IV.A, Network Documentation. This section requires a significant amount of detailed information to be supplied with bids. AT&T questions why all of this information must be submitted with the bids, as opposed to being requested by the Staff from the eventual winning bidder. It is doubtful that variations in the network plans is going to be a differentiating factor among bidders. It is also the case that much of this information would be proprietary. However, the draft RFP states that all of the information submitted with all of the bids would become public after the winner is chosen. RFP, Section II.C.2. The network documentation requirements should be eliminated from the RFP, and imposed only on the winning bidder. At the very least, the Commission should recognize the proprietary nature of much of the requested information and provide for its exemption from public disclosure.

[1] The incumbent TRS vendor's employees are non-union.

Advertising

Page 22, Section IV.B.2, Advertising. This section, too, is onerous in calling for all of the advertising copy a bidder intends to utilize and a detailed media strategy to be included in the bid response. Like AT&T, most bidders would probably develop many of these resources upon award of the contract. At most, the RFP should call for *examples* of advertising that the bidder has used in its relay operations elsewhere or, if they have no other experience, a satisfactory indication of what they would create if awarded the contract.

Cost and Financial Submissions

Page 25, Section IV.C.5.b, Cost and Financial Submissions. This provision call for "any" investment and rating agency reports. This should be limited to a representative sample of such reports. Some bidders, depending on their scope and size (such as AT&T) might not even be aware of some of these reports that are created and that circulate among financial professionals or investors. For AT&T, there are likely hundreds (and perhaps more) of such reports. A sample of the significant reports on a bidder's financial condition should suffice.

Deviations from the RFP

Page 28, Section VI.C., Deviations from RFP. The language and intent of this section is not clear. It appears that, by definition, a "deviation" would "conflict" with the RFP, but it is stated that " . . . such deviations must not be in conflict with the terms of this RFP . . . . " A better approach would be to say that no bid may conflict with the

terms of the RFP unless a deviation from the RFP is expressly approved by the Commission.

Insurance

Page 30, Section VI.P, Insurance. AT&T suggests that the Commission allow a self-insurance option in this provision. AT&T is a self insurer up to certain limits with excess coverage by carriers over those limits. Self-insurance is permitted for the performance bond requirement in the following section (Section VI.Q) and should be permitted here as well. In allowing this option, it would be reasonable for the Commission to require adequate documentation of self-insurance.

Termination for Default

Page 34, Section VIII.A.1, Termination for Default. This provision allows immediate termination of the contract by the Commission upon a determination "in writing" of a breach of any of the "performance requirements." There should be a requirement that the Commission provide notice and that the vendor be given a reasonable opportunity to cure any alleged breach before the contract can be terminated. This approach would be consistent with contract law and the concept of commercial reasonableness. To terminate such a significant contract with little advance notice - - even if the notice is in writing - - and without any opportunity to cure the alleged breach, would be severe and not in the public interest.

4. Conclusion

AT&T recommends that the Commission make the foregoing changes to the draft RFP in order to make it a better document that will result in a variety of competitive proposals for the provision of high-quality TRS in Ohio.

Respectfully submitted,

AT&T Communications of Ohio, Inc.
and its corporate affiliates

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Summary: Comments for AT&T Communications of Ohio, Inc. electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio