

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of:

DOCKET NO. 110013-TP

REQUEST FOR SUBMISSION OF PROPOSALS
FOR RELAY SERVICE, BEGINNING IN
JUNE 2012, FOR THE DEAF, HARD OF
HEARING, DEAF/BLIND, OR SPEECH
IMPAIRED, AND OTHER IMPLEMENTATION
MATTERS IN COMPLIANCE WITH THE
FLORIDA TELECOMMUNICATIONS ACCESS
SYSTEM ACT OF 1991.

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PROCEEDINGS: RELAY BIDDERS CONFERENCE

TAKEN AT THE
INSTANCE OF: The Staff of the Florida
Public Service Commission

DATE: Tuesday, October 25, 2011

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JANE FAUROT, RPR
Official FPSC Reporter
(850) 413-6732

P R O C E E D I N G S

1
2 **MS. MILLER:** Okay. Let's go ahead and get
3 started.

4 Pursuant to notice issued, this time, date,
5 and place were set for this workshop on the draft
6 request for proposals relating to the telecommunications
7 access system ad. We wanted to mention that we have set
8 out some materials for people. And, also, we wanted to
9 mention that we have ceiling microphones, so
10 conversations around the room are all picked up on. We
11 ask that you speak clearly. And if you have a business
12 card and you are speaking that would be nice for you to
13 give to Jane Faurot, who's transcribing this.

14 First, I'd like to introduce those of us from
15 the Commission. I'm Cindy Miller with the Office of
16 General Counsel. And with the Division of Regulatory
17 Analysis we have Kevin Bloom, and he is the new proposal
18 review committee chair. Also Samantha Cibula, who heads
19 the appeals section of the Office of General Counsel is
20 here. And we have other people in the audience. We
21 have Bob Casey here who works on TASA committee member
22 matters, and we have our interpreters here.

23 Now, I'd like to ask those of you on the
24 telephone to introduce yourself.

25 **MR. MINNICK:** Good morning, Cindy. This is

1 Sid Minnick with AT&T.

2 MS. MILLER: Thank you.

3 MS. ZIEGLER: Dixie Ziegler with Hamilton
4 Relay.

5 MS. SANCHEZ: And Gail Sanchez with AT&T.

6 MS. MILLER: Thank you. Let's go around the
7 room.

8 MR. LEVINE: Gary Levine with Hamilton
9 Telecommunications.

10 MR. WAHLEN: Jeff Wahlen with the Ausley law
11 firm here for Hamilton Telecommunications.

12 MR. GREER: Stan Greer with AT&T.

13 MS. GODDARD: Tracy Goddard with Sprint.

14 MS. CARTRITE: Dottie Cartrite with Sprint.

15 MS. MILLER: Excellent.

16 Based on the guidance at the September 20,
17 2011, agenda, we have worked on a draft request for
18 proposals for discussion purposes.

19 I would also like to announce that Beth Salak
20 who heads the Division of Regulatory Analysis has come
21 in, and also Bob Trapp who is the assistant director of
22 that division.

23 The RFP that we will attach to the
24 recommendation could vary from the one that we have set
25 out here. This is for discussion purposes. What we

1 have here is the first attempt. Of course, it will be the
2 Commission decision as to the final product.

3 The changes in the draft RFP reflect the
4 discussion at agenda in several ways. We have tried to
5 set out more objective criteria. We've put a more
6 realistic weighting of basic relay and captioned
7 telephone. We have included points for the offering of
8 a call center in Florida. We have addressed possible
9 lower liquidated damages, and that was in response to
10 questions bidders had raised. We've eliminated
11 exceptions to the RFP.

12 We have set out different prices for with and
13 without a Florida Relay Center. This is particularly a
14 difficult area we are struggling with. We have also
15 thought about a number of other possibilities, including
16 putting a benchmark where in no event could the relay
17 center being in Florida add more than X amount to the
18 cost of a proposal. So we are still struggling with
19 this one. And we have changed the weighting of the
20 technical part to 50 percent rather than 60 percent.

21 We have also tried to streamline the process
22 due to the approaching timeline for the new contract to
23 be awarded. We have changed some pass/fail items to
24 just a signature of acceptance of the conditions set
25 forth. This should reduce the amount of time that the

1 bidder has to spend on persuading on a point that could
2 be self-certified, and we also hope that it will make it
3 easier on the evaluators.

4 We have reduced the number of copies required.
5 And Ray Kennedy, before he retired, developed a
6 streamline approach with the signature of acceptance to
7 help remove the more subjective analysis by evaluators
8 and to reduce the amount of information to be filed by
9 the bidders.

10 We are looking at a number of additions, such
11 as stating that the price proposals will not be public
12 until the recommendation for award is released. And we
13 are addressing the issue of whether bidders may
14 communicate with the agency after the recommendation is
15 released.

16 This is your big opportunity to speak. We
17 don't have another bidders workshop after the Commission
18 votes for an RFP, so this is your big opportunity, and
19 also you have the opportunity to speak at agenda, which
20 is scheduled for November 22nd. So if you see major
21 issues, we'd like to hear about them now.

22 Let's see if anyone else has any opening
23 comments. Okay. Kevin, do you have any?

24 **MR. BLOOM:** No.

25 **MS. MILLER:** And if not, we'll just go

1 page-by-page. Okay.

2 **MR. WAHLEN:** We like the cover.

3 (Laughter.)

4 **MS. MILLER:** Page 1, I believe, needs to be --
5 I mean, Page 6 is where the language starts -- I believe
6 needs to be nonsubstantive changes. We have listed
7 Kevin Bloom on here, and we have also tried to clarify
8 what the table contains regarding billable minutes.

9 On Page 7 we just took out language about the
10 Florida Commission's authority over registration and
11 stuff due to the 2010 law changes. On page -- and if
12 you have anything on any of these pages before, please
13 speak up.

14 **MS. GODDARD:** This is Tracy Goddard with
15 Sprint. On Page 6 where you talk about the previous
16 minutes, I'm wondering if a forecast can be provided for
17 the contract years. I know it was apparent during the
18 last -- some of the last comments by some of the bidders
19 that some different forecasts were being used. And the
20 staff, I think, had a separate forecast, so I think that
21 would just be helpful.

22 **MS. MILLER:** We will look into that.

23 Any PSC staff have any thoughts on that?

24 **MR. CASEY:** I'm not aware of any forecasts. I
25 know Sprint, when they do the option year, they will

1 forecast it for 12 months, what they believe the minutes
2 will be when we do our FTRI budget, but other than that
3 I'm not aware of any.

4 **MS. SALAK:** I don't believe we used one at the
5 last agenda, a forecasted one. I know we updated the
6 minutes, but I don't think we used a forecasted, per se.

7 **MS. GODDARD:** I was just under the impression
8 at the last Commission meeting that a forecast comparing
9 all of the bidders' scores on the price proposals using
10 a 12-month forecast was provided, and I just thought
11 that might be helpful.

12 **MR. TRAPP:** I thought that it was a historic
13 comparison. I'm not quite sure how we do a forecast.

14 **MS. GODDARD:** Okay.

15 **MS. SALAK:** I will definitely go back and
16 look, but it is my understanding that we used historic
17 also, but we updated it to the most historic information
18 that we had.

19 **MS. GODDARD:** Okay.

20 **MS. MILLER:** I thought that's what we did.

21 **MR. BLOOM:** I'm going to get a transcript from
22 the agenda conference.

23 **MS. ZIEGLER:** This is Dixie Ziegler at
24 Hamilton. I'm looking at that agenda (inaudible) and it
25 is history, it is January through July of 2011.

1 **MS. GODDARD:** Maybe just an understanding then
2 of how the price proposals are going to be compared in
3 terms of savings, if it is going to be based on the most
4 recent 12 months, just so all vendors are on the same
5 page.

6 **MS. MILLER:** That is one of our biggest goals
7 here, so we'll take a look at that and make sure that
8 whatever is incorporated in the RFP is what the vendors
9 will be evaluated on.

10 **MS. ZIEGLER:** This is Dixie at Hamilton. We
11 would like (inaudible) kind of a criteria used around
12 that based on volumes. That would be most helpful.

13 **MR. TRAPP:** If you look at Page 50. I think
14 that will shed some light on it.

15 **MR. CASEY:** That is a historical 12-month
16 worth of minutes.

17 **MR. TRAPP:** This is Bob Trapp. My question is
18 on Page 50 of the package. There is a historic
19 accounting of the minutes that are used for Relay and
20 CapTel. So the point of clarification is I think
21 staff's intent is to use that as the basis for
22 evaluating the price. Is that correct, Cindy?

23 **MS. MILLER:** That is my belief, yes. So does
24 that answer the question totally then, if this is the
25 basis to be used, then nothing else would be needed to

1 be added to the RFP?

2 **MS. CARTRITE:** Well, this is Dottie with
3 Sprint. We just know that historically and
4 industry-wide that, you know, TRS minutes are declining.
5 CapTel minutes tend to be growing. So the question was
6 more around a forecast. And I know that's, you know,
7 not something you can set in stone. And we can all
8 guess as providers, or we can do our forecasts. We were
9 just sort of hoping the state might provide a forecast
10 based on historical data, but going out the three years
11 for the base of the contract. So, I mean --

12 **MR. TRAPP:** I believe that is our intent at
13 this time. I mean, you know, we can discuss it. I
14 think we would entertain, but I think it's important
15 that if we are going to use a forecast that it be
16 solidified quickly, and that we have -- I'm not exactly
17 sure how to get agreement from the parties on the
18 validity of the forecast.

19 **MS. CARTRITE:** This is Dottie with Sprint
20 again. You know, just the thought of, like, a
21 percentage of decline for TRS and a percentage of growth
22 applied to CapTel minutes. I mean, if the state set
23 that, then we are all working with the same
24 understanding.

25 **MR. TRAPP:** Would you like to submit that in

1 writing to us after this meeting as post-workshop
2 comments?

3 **MS. MILLER:** That's something that is kind of
4 the bad news I need to get to maybe right away. We
5 could allow comments through Friday. We are, as you can
6 tell, on a really expedited schedule. And I hated to
7 tell you this. We were looking hard at trying to allow
8 it a week from now, or whatever. And Kevin and I sat
9 down together and looked at the schedule of what we have
10 to do, and we just think that we're not asking for
11 comments, except here. But if you have to submit
12 something in writing afterwards, Friday would be the
13 deadline.

14 I did want to mention that I have not -- maybe
15 I'm not the technical person, but I have seen some
16 decline in the CapTel minutes, also.

17 **MS. CARTRITE:** This is Dottie with Sprint. In
18 Florida that's true, and part of that was a change to
19 the Florida requirements around CapTel for stopping the
20 roaming and the guest roaming, so those minutes have
21 declined a little bit. And that's just it. Sprint has
22 historical information, of course, that the other
23 providers don't have. So if you would like us to
24 propose a percentage application to either one, we can
25 do that. But that would be up, of course, to the

1 Commission if you would want to use what we propose or
2 not.

3 **MR. TRAPP:** I think we would like to entertain
4 it, but, again, time is of the essence.

5 **MS. CARTRITE:** Sure. And if you are asking
6 that we submit that comment by Friday, we're happy to do
7 that.

8 **MR. CASEY:** That will be fine.

9 **MS. SALAK:** With the understanding, of course,
10 that the other companies -- if you think we should
11 project it or not, or what your opinion is.

12 **MR. WAHLEN:** Cindy, I think our opinion is
13 that you can never argue about historic. You might be
14 able to argue about forecast. But as long as we are all
15 being evaluated under the same benchmark, whatever it
16 is, that's the important thing. But, you know,
17 forecasts are forecasts.

18 **MS. MILLER:** Right. I know what we always say
19 about forecasts, the only thing you know about them is
20 they won't be right.

21 (Laughter.)

22 Okay. Well, that was an important point to
23 cover. Does anyone have anything up to Page 10?

24 **MR. MINNICK:** Cindy, this is Sid Minnick with
25 AT&T. The time frame that has been recommended here of

1 this RFP being released on November 23rd with a due date
2 of December 22nd, I just have two questions. Number
3 one, once the official RFP has been released, will there
4 be a time period, although albeit probably short, that
5 potential bidders will be able to submit questions? And
6 then, number two, how firm do you think those dates are,
7 and do you see any of those dates going into next year?

8 **MS. CIBULA:** Well, I think ultimately it is
9 going to be up to the Commission to decide what the
10 dates are, but right now we have the proposal due date
11 as December 22nd. And under Subsection 8, we only
12 want -- if you have questions that are clarifying
13 portions of the RFP, we'll respond to that in writing.
14 However, we do not want to entertain any other type of
15 questions, like the RFP should be changed, because this
16 is the point to get your input now or at the agenda
17 conference on the 22nd. But, otherwise, it will just be
18 clarifying questions, and we plan to address those in
19 writing.

20 **MR. MINNICK:** Okay. That's understood. And,
21 I'm sorry, I should explained that better. That was my
22 question was just clarifying questions.

23 Thank you.

24 **MS. MILLER:** Thank you. I'm glad you asked
25 it.

1 Yes.

2 **MS. ZIEGLER:** This is Dixie at Hamilton. Will
3 there be another version of the RFP that's released
4 prior to the 22nd meeting?

5 **MS. MILLER:** Yes. I mean, it could look just
6 like this, but we are still working on a couple of
7 areas. So, yes, we will release a version with the
8 recommendation for the 22nd. So we have to file that
9 anyway early, early November for review. You would see
10 it on -- let's see. I've got my calendar here.

11 **MS. ZIEGLER:** It's very hard to hear you. You
12 are getting more faint.

13 **MS. MILLER:** November 9th it should be
14 released.

15 **MS. ZIEGLER:** Thank you.

16 **MS. MILLER:** So you see on Page 10 that we
17 have struck out a lot of the language that we had before
18 about questions concerning the RFP. And as Samantha
19 Cibula mentioned, we have only talked about clarifying
20 questions now. And those would go to Kevin Bloom who
21 is, again, the new proposal review committee chair.

22 **MR. LEVINE:** A minor clarification on 8B.
23 They are talking pursuant to Section A20, that would be
24 A17, I assume?

25 **MS. MILLER:** Thank you.

1 **MR. LEVINE:** That might save you a question
2 later.

3 **MS. MILLER:** Thank you very much. Yes.

4 **MR. WAHLEN:** Cindy, I think I understand what
5 Paragraph 8 means, but that does mean no comments on the
6 staff recommendation once it's issued.

7 **MS. MILLER:** Yes. We talked about going one
8 way or the other, either allowing comments from
9 everybody and how they would be distributed, but we feel
10 the cleanest approach is to cut off communication on
11 this docket once the recommendation -- I'm sorry, from
12 the date of the final RFP until the notice of intent to
13 award.

14 **MR. WAHLEN:** Got it.

15 **MS. CARTRITE:** And this is Dottie with Sprint.
16 Do you have a rough ballpark timeframe of when that
17 notice of intent to award might be announced or may --

18 **MS. MILLER:** Well, our hope is that we're
19 looking at the end of February or early March. And that
20 is what we are moving toward as quickly as we can,
21 because we understand there needs to be time for
22 establishing things. Okay.

23 **MS. ZIEGLER:** Cindy, this is Dixie at
24 Hamilton. Can you just repeat one more time when
25 communication is closed? Is it till the vote, or is it

1 the (inaudible) released?

2 **THE REPORTER:** She is really breaking up.

3 **MS. MILLER:** Could you repeat that, please?

4 **MS. ZIEGLER:** I asked if you could one more
5 time state whether or not the end of the communication
6 is from the time -- the time frame in which
7 communication is not allowed? Is it from the time that
8 you turn in your -- from the time the RFP is submitted
9 until the letter of intent, or is it until the
10 Commission votes?

11 **MS. CIBULA:** I think we're going to have to
12 clarify it a little bit more to say that there will be
13 no communication from the time the recommendation is
14 filed until --

15 **MS. ZIEGLER:** Could you say that one more
16 time, Cindy, I'm sorry?

17 **MS. CIBULA:** That is something we will have to
18 look at.

19 **MR. GREER:** Until when?

20 **MS. CIBULA:** The award is announced.

21 **MR. LEVINE:** So no -- this is Gary Levine. No
22 communication from the time the RFP is due until the
23 time that the Commissioners vote on it?

24 **MS. CIBULA:** No, from the recommendation on
25 who should be awarded.

1 **MS. MILLER:** That's the clarification.

2 **MR. LEVINE:** Okay.

3 **MS. MILLER:** It's not on the first
4 recommendation about the request for proposals. It's on
5 the second recommendation recommending who should be
6 awarded the contract. So we will clarify that.

7 **MR. WAHLEN:** Well, I'm confused now.

8 **MS. MILLER:** Well, it's a good time to talk
9 about it.

10 **MR. WAHLEN:** This says from the date -- the
11 issue date of this RFP, which is the date the Commission
12 puts the RFP out to the public for response until the
13 notice of intent to award is provided, which is the
14 piece of paper that the Commission issues after the
15 Commission votes to award. And during that period, the
16 only time you can communicate, or only way you can
17 communicate is with Kevin, and then only for clarifying
18 questions regarding the Commission approved RFP.

19 I think the question that Dixie was asking was
20 are we going to wait until the piece of paper is issued,
21 the notice of intent, or is it when the Commission votes
22 to award? They might happen in the same day. They
23 might happen a day apart. It's just a question of is it
24 the Commission vote or is it the issuance of the piece
25 of paper, which is the notice of intent to award. And

1 that's just something to think about.

2 **MS. MILLER:** My personal opinion is notice of
3 intent to award, but let's hear any discussion on that.

4 **MR. TRAPP:** Well, isn't that comparable to the
5 Commission issuing a final order in a regular docket?

6 **MR. WAHLEN:** Yes.

7 **MR. TRAPP:** And doesn't reconsideration and
8 forecast rights begin when that order is issued, not
9 when the Commission votes? So I think that's the
10 parallel here.

11 **MR. WAHLEN:** I think that makes sense.

12 **MS. ZIEGLER:** When the order is released?

13 **MR. WAHLEN:** Well, yes, the notice of intent
14 is the equivalent of an order.

15 **MS. ZIEGLER:** Yes. Right. Okay. So no
16 communication or reaction to the staff recommendation?

17 **MR. WAHLEN:** Correct.

18 **MS. MILLER:** But, again, we want to clarify
19 that you are allowed to speak about the request for
20 proposal that's going to come before the Commission, so
21 we probably need to just make sure we have this worded
22 correctly. We are very comfortable with our -- until
23 the notice of intent to award, but we are still looking
24 at this whether it's from the issue date of the RFP.

25 **MS. CIBULA:** And we'll take another look at

1 that.

2 **MR. TRAPP:** But just for my own clarity --
3 this is Bob Trapp again. The intent is that parties are
4 able to come to the first agenda --

5 **MS. MILLER:** Yes.

6 **MR. TRAPP:** -- where the Commission discusses
7 the RFP document itself.

8 **MS. MILLER:** Yes.

9 **MR. TRAPP:** But once that RFP is issued, the
10 intent is for parties not to have an opportunity to come
11 to the awarding agenda and speak before the Commission,
12 is that correct?

13 **MS. MILLER:** That's correct.

14 **MR. TRAPP:** Thank you.

15 **MS. MILLER:** Okay. Page 11.

16 **MR. GREER:** Cindy, this is Stan with AT&T. We
17 were kicking around, and y'all may not want to do this,
18 but we were talking internally with AT&T about
19 potentially once after the RFP is -- after the responses
20 are put in, whether or not it would be worthwhile to do
21 an oral presentation on the response for each company.
22 We were thinking like in January or something, if
23 evaluators had questions or something that they needed
24 to ask about, but that's totally up to you. We were
25 wondering whether that would be beneficial.

1 **MS. CIBULA:** That's something we'll think
2 about.

3 **MR. GREER:** Okay.

4 **MS. MILLER:** We have debated that.

5 **MS. SALAK:** Can I ask what the other parties
6 think about that?

7 **MR. LEVINE:** Dixie, this Gary. I think you
8 can respond, but I'm thinking we're very open to that,
9 aren't we?

10 **MS. ZIEGLER:** Yes, we are. We would very much
11 welcome the opportunity. And I do -- I think that's a
12 little bit of what your intent in Paragraph 17 is. But,
13 yes, we would welcome the opportunity.

14 **MS. CARTRITE:** This is Dottie with Sprint. As
15 would we welcome the opportunity.

16 **MS. MILLER:** We have discussed that
17 possibility, and the way that we have set up the process
18 now is each evaluator works by themselves on reviewing.
19 So it just presents a little bit of something different
20 that we'll be looking at. And if there are any points
21 that y'all want to make on that issue of having the
22 evaluators together to review -- okay.

23 Page 11. You will see in here we are giving
24 only a month for the proposals to be filed, that
25 December 22nd date, and we know that's awful. And Kevin

1 Bloom and I looked at whether we could change it into
2 January, and it's not looking good.

3 MR. GREER: It's better than the 26th.

4 MS. MILLER: That's right.

5 MR. BLOOM: And part of our thinking was that
6 if we extend it into January, that means you poor folks
7 have to work through the holidays, and we didn't want
8 you to do that.

9 MR. WAHLEN: I think we all have a draft.

10 MS. CARTRITE: That's what we thought, too.

11 MS. MILLER: Thank you. Okay. Again, as we
12 mentioned earlier, we're not going to make the price
13 proposals available until after the staff recommendation
14 for award is filed. And we have been talking with
15 attorneys from Department of Management Services, and
16 this is something that they recommended.

17 So does anyone have anything before 13, Page
18 13? And if not, we tried to -- this was in response to
19 concerns that we heard from the bidders on cancellation
20 and availability of funds. We added in there that we
21 would first allow 14 days to cure a breach, and then
22 only after that put in a 24-hour notice that we could
23 terminate the contract. Do we have any thoughts on that
24 one?

25 MR. GREER: AT&T liked the change.

1 **MS. ZIEGLER:** Hamilton does, too.

2 **MS. CARTRITE:** As does Sprint.

3 **MS. MILLER:** Good. Does anyone have anything
4 up to Page 19?

5 **MS. GODDARD:** This is Tracy Goddard with
6 Sprint. On Page 15 B.1., it talks about the overview,
7 and it talks about some of the optional services that
8 are available for purchase. I believe that section has
9 been stricken, so that might need to be revised.

10 **MS. MILLER:** Right. Thank you.

11 Does anyone have any concerns on Page 19?

12 **MR. BLOOM:** Actually, I do. I assume when you
13 say Creole, we are talking about Haitian, correct?
14 Because Creole is a generic term for a group of about
15 200 different languages. So, if we are saying Creole,
16 when we are saying Haitian, then it that should be
17 Haitian.

18 **MS. MILLER:** And that's found where in -- oh,
19 I see.

20 **MR. BLOOM:** Page 19 where it says "e.g. French
21 or Creole."

22 **MS. MILLER:** Okay. Anything on Page 24 or 25?

23 Okay. Anything before Page 29? And here, as
24 was noted earlier, we have struck the part about the
25 optional services, custom calling type services, and we

1 have reduced some of the language on video relay and
2 IP-Relay. I'm not hearing any opposition there or
3 concern.

4 On Page 30, this was the toughest one that we
5 have been working on, Number 52. We say, "Bidders are
6 encouraged to offer a relay center and/or captioned
7 telephone center in Florida, although it is not
8 mandatory. If a relay center and/or captioned telephone
9 center is offered in Florida, please state the number of
10 permanent jobs that will be generated based on the
11 current Florida TRS and captioned telephone minutes of
12 use as provided in Section E, Billable Minutes."

13 And we add, "Any relay center offered in
14 Florida must be operational within six months of the
15 award. It must be in Florida for the duration of the
16 contract. Also, please provide information regarding
17 redundant coverage offered nationally, such as the
18 number of centers nationwide. Please describe any
19 infrastructure that will be added in Florida for the
20 center. And the pricing for TRS and captioned telephone
21 should be stated separately for with and without a relay
22 or telephone center in Florida." And that, "A bidder
23 will not be disqualified for not proposing a Florida
24 call center."

25 **MS. SANCHEZ:** This is Gail with AT&T.

1 **MS. MILLER:** And, Gail, what is your last
2 name?

3 **MS. SANCHEZ:** Sanchez.

4 **MS. MILLER:** Thank you.

5 **MS. SANCHEZ:** The first paragraph where it
6 states please state the number of permanent jobs. Is
7 there a reason why the word permanent was added?

8 **MS. MILLER:** Yes. I think the concern would
9 be that we not set something up that would be just very
10 temporary job addition.

11 **MS. SANCHEZ:** The only concern that I have
12 with that is that, you know, when -- there is, I guess,
13 legal ramifications to the term permanent. And if call
14 volumes drop, and you've got people there, they are not
15 permanent. You know, you are able to let them go. So I
16 think that AT&T would be -- would like to request that
17 if you -- if you are going to keep the word permanent in
18 there, that you allow the provider an opportunity to
19 reduce head count if volumes decline. I'm just really
20 concerned with the word permanent. I don't think
21 anything is permanent.

22 **MS. CIBULA:** We will look at that.

23 **MR. WAHLEN:** Cindy?

24 **MS. MILLER:** Yes.

25 **MR. WAHLEN:** Hey, Dixie, Gary and I have

1 talked. I'm going to take a shot at this, and if you
2 need to fill in around the edges, you can. I think we
3 would invite you to really seriously consider whether
4 you want to encourage in-state relay system call
5 centers. And I'm going to go ahead and talk about point
6 allocation for this --

7 **MS. MILLER:** Yes. We listed two hundred
8 points.

9 **MR. WAHLEN:** -- on Page 26, because I think
10 they are kind of linked together. We don't think the
11 relay statute is a jobs bill. We don't think it has
12 ever been interpreted as a jobs bill. We certainly
13 understand concerns about the economy and things like
14 that, but the statute, we believe, is intended to help
15 the Commission, direct the Commission to find the lowest
16 price and the best service.

17 This service is not one where there is a
18 connection between where the call center is and low
19 price and good service. This isn't like doing a bid for
20 a plumber. You need the plumber to be nearby so you can
21 get service in a hurry if your plumbing isn't working.
22 The nature of this service is national and
23 international. Many states have this service and don't
24 have an in-state call center. Hamilton has six call
25 centers; they serve 20 jurisdictions. It can be

1 provided out of state, and we don't see a connection
2 between having an in-state call center and low price and
3 good service.

4 We think the part of this that is important is
5 the part about redundancy and the ability of a vendor to
6 immediately switch over to another call center if one
7 call center goes down or gets overloaded. That has a
8 connection with service. Just having a call center in
9 Florida, we don't see it. We would also invite you to
10 look at the level of points you are considering
11 proposing for an in-state call center.

12 **MS. ZIEGLER:** Can I ask a question around
13 that, just to make sure I understand? Are you -- is the
14 plan to evaluate out of state center bids against each
15 other, and then evaluate in-state center proposals
16 against each other, and then it's going to be up to the
17 Commission to determine of the two -- out of those two
18 scenarios the direction that it wants to go, whether it
19 wants an in-state center or not? Have we interpreted
20 the RFP correctly there?

21 **MS. MILLER:** This is Cindy. This is, as I
22 mentioned earlier, an area that we have really been
23 struggling with, and we have gotten the counseling of
24 contract lawyers for the State of Florida. And so we
25 are not sure on this point what we can do that would be

1 legally upheld, and that's what we are struggling with.
2 So that is one of the ideas that we are looking at is
3 having price proposals both with the call center and
4 without the call center.

5 We have been looking at other options, such as
6 just going with points for a call center and/or adding
7 some kind of criteria that in no event could it add more
8 than X to the cost of the proposal, which is a very
9 tough concept. So really that is one of the key areas
10 we have not decided to recommend. Of course, we are not
11 the decision-makers, but this is an area that we are
12 still looking at.

13 **MS. ZIEGLER:** But as it is drafted now, that
14 would be the concept that there would be a winner of an
15 out-of-state scenario, a winner of an in-state scenario,
16 and the Commission could then decide which one it wants
17 to go with. Am I interpreting the RFP correctly the way
18 it is written as of today?

19 **MS. CIBULA:** It could be the proposal review
20 committee would determine who to recommend based on the
21 different prices to the Commission.

22 **MS. ZIEGLER:** So there would only still be one
23 recommendation and that would come from the evaluation
24 committee?

25 **MS. CIBULA:** That is what I am envisioning.

1 **MS. ZIEGLER:** I'm sorry, I can't hear you.

2 **MS. CIBULA:** That is what I am envisioning.

3 There would be a recommendation the proposal review
4 committee would have to look at, you know, the overall
5 and make a determination what they think is the best,
6 you know, for the State of Florida.

7 **MR. BLOOM:** Jeff, you had a point and you got
8 interrupted. You were talking about points?

9 **MR. WAHLEN:** Yeah, Dixie interrupted me, and
10 she gets to do that because she's my client. We would
11 invite you to really think seriously about 200 points
12 for an out-of-state call center, and think about the law
13 of unintended consequences and where it could lead. Two
14 hundred points is the most you give for anything, even
15 some of the hard core service issues. And I haven't
16 done the math, but I think there's at least a
17 possibility that if you award 200 points for an in-state
18 call center, you could very well end up with a
19 recommendation where the vendor you're recommending has
20 a higher price and lower service, but because of the way
21 the points add up, because they have an in-state call
22 center, they're going to be the recommended bidder.

23 That's going to put the Commission in a
24 posture where they're going to be getting a
25 recommendation from the committee to take a higher price

1 or lower service just because there is an in-state call
2 center. I'm not sure that's what the statute
3 contemplates, and I'm not sure if the Commission is
4 going to be comfortable doing that. Maybe they will
5 want to do that, I don't know. But the law of
6 unintended consequences is a funny thing. And 200
7 points is an awful lot of points for an in-state call
8 center.

9 We would prefer that you not give any points
10 or any consideration to an in-state call center, because
11 we don't think the service requires an in-state call
12 center. And there is no rational basis between an
13 in-state call center and good service. But if you do,
14 we would invite you to really seriously consider whether
15 you want to give 200 points or some smaller amount so
16 that it's not so significant. The smaller the points
17 are the less likely the law of unintended consequences
18 will rear its ugly head.

19 **MS. CARTRITE:** This is Dottie with Sprint, and
20 we would have to concur with Hamilton's assessment for
21 two reasons. As your incumbent provider, we have opened
22 and closed two in-state centers previously. Part of
23 that is because of the declining minutes of TRS traffic.
24 I realize, though, this does incorporate the potential
25 of a CapTel call center. But, again, to their point,

1 you know, it's not -- the need for the service is not
2 based on the necessity of it being in proximity to the
3 state, in our opinion. And the 200 points, we're
4 fearful that if that is left as sort of the benchmark,
5 then all of us are going to really strive to want to
6 incur those points, and so put a center that -- that's
7 just not where the business is leading these days with
8 the decline in traffic for TRS and, you know, the not
9 significant huge growth of CapTel minutes, as well.

10 MR. BLOOM: Could I ask you to elaborate on
11 something, please?

12 MS. CARTRITE: Yes.

13 MR. BLOOM: You said you have opened and
14 closed two call centers in Florida?

15 MS. CARTRITE: Yes, sir.

16 MR. BLOOM: Could you give us some kind of a
17 historical basis, I mean, what years when that happened?

18 MS. CARTRITE: Okay. Now, you are going to
19 tax my brain.

20 MR. BLOOM: If you could just put something in
21 writing by Friday.

22 MS. CARTRITE: I think we can tell you.

23 MR. BLOOM: Okay.

24 MS. CARTRITE: Our first call center --

25 MS. GODDARD: It would be in 2000 and 2004.

1 With both RFPs we launched call centers, and then when
2 we got to the extension years, to save money we closed
3 those centers and charged lower rates per minute.

4 **MS. CARTRITE:** And this is Dottie with Sprint.
5 The other point I wanted to make was that if you leave
6 the call center or, regardless, whether you leave the
7 call center or, you know, preferential point assessment
8 or not, you might want to consider the pricing in the
9 out years, as well. Because you're allowing up to four
10 optional years of service, and the pricing is just based
11 on a three-year base. So you really want to take into
12 consideration the out-year pricing and either, I mean,
13 cap it with a percentage of increase or something like
14 that not to exceed X percent of price increase in those
15 out years, because that is where centers become very
16 expensive. And the other --

17 **MS. SALAK:** (Inaudible.)

18 **MS. CARTRITE:** I'm sorry.

19 **MS. SALAK:** No, no, no. Go ahead, please.

20 **MS. CARTRITE:** The other point I wanted to
21 make then, you know, you're talking about -- with those
22 of us who have call centers established with experienced
23 agents already working, you're talking about then an
24 in-state center where you are hiring new inexperienced
25 agents. So in a way you get -- you know, at the offset

1 you get a decline in service, if you will, just from a
2 learning curve with training of inexperienced personnel.

3 MS. SALAK: I was just going to ask a question
4 about --

5 MS. MILLER: And, Beth, speak up.

6 MS. SALAK: This is Beth. The centers that
7 you have, how many of the -- are any of those a result
8 of a state mandate to have a center in that state?

9 MR. LEVINE: This is Gary from Hamilton. And,
10 yes, several of ours are.

11 MS. SALAK: And how has that impacted you?

12 MR. LEVINE: We are also allowed to run other
13 volume through those centers, so we have been able to
14 get the economies of scale to where it works very well
15 for us.

16 But, Dixie, this was before my time. I think
17 you would probably agree with Sprint that there is a
18 learning curve.

19 MS. ZIEGLER: Yes. I mean, there is no doubt
20 that there is as you bring in new individuals to perform
21 these services versus using an experienced staff. So
22 that's a very good point that Sprint does make.

23 MS. SALAK: And so you have six centers?

24 MR. LEVINE: Correct.

25 MS. SALAK: And how many of those are state

1 mandated?

2 MR. LEVINE: Help me out with that, Dixie.
3 Three, four?

4 MS. ZIEGLER: Three.

5 MS. SALAK: And how do your prices in those
6 three states compare to your other states?

7 MS. ZIEGLER: There are lots of differences in
8 services that are being asked for. I mean, a big
9 difference. The service that is being asked for in some
10 of those states is a big factor. Specifically, when an
11 in-state center is required and, again, I'm making some
12 gross assumptions saying specifically when an in-state
13 center is required the price is higher.

14 MS. SALAK: Do you have an order of magnitude?

15 MS. ZIEGLER: I think we would all agree on
16 that point from a provider's perspective.

17 MS. GODDARD: Yes.

18 MS. SALAK: Yes, that would make sense, but do
19 you know how much they increase by, magnitude? No.

20 MS. CARTRITE: I'm sorry, this is Dottie in
21 the room, Dixie, visually I was shaking my head. I
22 don't off the top of my head. That's something --

23 MS. SALAK: You have seven centers, is that
24 right?

25 MS. CARTRITE: We have eight. We have just

1 TRS and two CapTel.

2 MS. SALAK: Okay. And so you don't know
3 offhand how many are state mandated, or you do?

4 MS. GODDARD: All eight of them currently have
5 contracts to have in-state. We have one state that has
6 actually two centers in-state.

7 MS. SALAK: Okay. So, I mean -- nevermind.

8 MS. SANCHEZ: I'm sorry, this is Gail. I
9 could hardly hear whoever is speaking.

10 MS. SALAK: I'm done.

11 MS. MILLER: We will have a transcript. But,
12 Beth, do you want to summarize?

13 MS. SALAK: No. I was just going to ask AT&T
14 the same question. You have two centers, is that right?

15 MR. GREER: How many call centers do we have,
16 Gail?

17 MS. SANCHEZ: We have four -- three -- four.

18 MR. GREER: Just anticipating Beth's question,
19 are they state-mandated call centers?

20 MS. SANCHEZ: One of them is a state-mandated
21 call center. Actually, two of them, in Pennsylvania and
22 in Virginia.

23 MR. GREER: Okay.

24 MS. SALAK: I just want to follow up on
25 something that Hamilton said about the flow of traffic

1 and you can use it for overflow. I mean, we're not -- I
2 mean, my understanding is that we're not talking about a
3 call center that would just handle Florida traffic. It
4 could handle any traffic. I mean, is that everyone's
5 understanding?

6 MR. LEVINE: Correct.

7 MS. CARTRITE: Yes. This is Dottie with
8 Sprint. Yes, that's our understanding. But, again,
9 with volumes declining, it's, you know --

10 MS. SALAK: I understand.

11 MS. CARTRITE: -- we are pressed where we are
12 with centers now, and trying to really negotiate out of
13 the in-state requirements.

14 MS. GODDARD: This is Tracy Goddard with
15 Sprint. One thing that you might consider with the
16 points is if you do award points for in-state, to have
17 two technical scores, one for the in-state option and
18 one for the network solution, since you're having two
19 price scorings.

20 MS. SALAK: I'm sorry. When you say network
21 solution, exactly what --

22 MS. GODDARD: For using existing centers
23 throughout the nation.

24 MS. SANCHEZ: This is Gail. And, you know, I
25 respect all the comments provided by Hamilton and

1 Sprint, but it sounds to me like we are litigating this
2 here. And, you know, maybe the staff there needs to go
3 back to the Commission and revisit that. I think we
4 have heard from both sides, and I think we need to just
5 continue on.

6 **MS. MILLER:** Gail, we will be, again, taking
7 this before the Commission on November 22nd, but any
8 input today that people want to give is very helpful.

9 **MS. SANCHEZ:** Okay. Well, then AT&T's input
10 is to allow providers the option. And if the option is
11 allowed, to allocate points for it. That is AT&T's
12 position on the public record.

13 **MS. MILLER:** And do you have any thoughts on
14 the points? I understand that each bidder represents
15 their company, but if you have any thoughts on the
16 points, as well.

17 **MS. SANCHEZ:** I'd keep the points at 200.

18 **MR. LEVINE:** This is Gary Levine. And one
19 other thing I might recommend looking at is you really
20 have two different questions there. One is for an
21 in-state call center. In Paragraph 2 it talks about
22 providing information regarding redundancy in coverage.
23 You know, if you're going to keep it at 200 points,
24 consider breaking that up into two different questions,
25 100 each. You know, obviously, Hamilton would prefer to

1 have less or no points for the in-state call center, but
2 ideally those are two different issues.

3 **MS. MILLER:** Does anybody have any other
4 thoughts on this issue?

5 **MS. ZIEGLER:** This is Dixie with Hamilton. I
6 would just say that whichever direction this goes, I
7 think that -- and maybe I just completely misread this,
8 but it does not seem clear to me at this point yet that
9 one evaluation is going to come forth. And even in the
10 pricing evaluation example, it left out what I would --
11 it's hard to tell if that's supposed to be for an
12 in-state or an out of state. I just think there is some
13 room in here -- what I guess I'm trying to say is that
14 once a path has been picked, I think that it needs to
15 get firmed up from the -- all the way through the
16 examples and the charts in the back to indicate how
17 exactly the proposals are going to be evaluated. I
18 would just offer that be (inaudible) --

19 **MS. MILLER:** Thank you. Okay. So what do we
20 have next? Are we up to Page 35, or -- oh, Page 33.

21 **MS. CARTRITE:** Cindy, this is Dottie with
22 Sprint. We have a question on Page 30 about the
23 performance bond.

24 **MS. MILLER:** Yes.

25 **MS. GODDARD:** And we are just wondering if in

1 order to save the state cost, if you would be open to
2 considering allowing a performance bond in either a
3 lower amount or allowing a bidder to secure it annually?

4 **MS. MILLER:** Let's hear some discussion on
5 that. And what kind of an amount are you seeing in
6 other states that would be a lower amount and
7 reasonable?

8 **MS. CARTRITE:** This is Dottie with Sprint. If
9 you allow for annual renewals, that's certainly a cost
10 savings versus the whole amount up front for the entire
11 performance. And, I mean, we see amounts all over the
12 board, so it's hard to say specifically or to name a
13 figure. That would be certainly up to the state, but,
14 the annual renewal is a cost savings for the state.

15 **MS. MILLER:** So are you suggesting -- where
16 would that language be changed so that that would be
17 clear, if that was the approach taken?

18 **MS. CARTRITE:** In your first sentence under
19 Section 53 on Page 30.

20 **MS. MILLER:** Uh-huh.

21 **MS. CARTRITE:** You say certified or cashiers
22 check, or bank money order equal to the estimated total
23 price of the contract for the option year. The bond
24 shall be in effect for the entire duration of the
25 contract.

1 I guess, if you said --

2 MS. MILLER: For the first three years.

3 MS. CARTRITE: Or annually.

4 MS. GODDARD: Must be renewed at least
5 annually for the duration of the contract.

6 MR. BLOOM: Anyone have a problem with that?

7 MR. MINNICK: This is Sid with AT&T. Just to
8 clarify, the performance bond amount would be just that
9 amount equitable or equal to the one-year contract
10 period?

11 MS. CARTRITE: This is Dottie with Sprint. I
12 mean, that's a suggestion. That's just a suggestion.

13 MR. MINNICK: Okay.

14 MS. CARTRITE: So annual renewals for
15 performance on an annual basis.

16 MS. GODDARD: And a lot of states are moving
17 toward, you know, like a one-million-dollar figure. So
18 something like that would be in line with what other
19 states are doing.

20 MR. WAHLEN: Cindy, we'd just like to think
21 about it. If we have anything to say about it, we'll
22 let you know by Friday.

23 MS. MILLER: Thank you.

24 MS. ZIEGLER: Yeah. I think we like these
25 suggestions. Sorry, I should have spoke up. We're good

1 with this. I think an annual performance bond renewed
2 annually for the performance of that particular year is
3 a fine solution.

4 **MS. MILLER:** This is Cindy. It just seems to
5 me for that first three-year period you would want it
6 for the whole period, but then optional, the option
7 years being a separate performance bond.

8 **MR. CASEY:** Just to clarify, this is Bob
9 Casey. That is what's happening now. During the option
10 years there will be an estimate of the amount of money
11 for the contract for the following year, and the
12 performance bond will be based on that. And that's the
13 way it was for the existing contract.

14 **MR. TRAPP:** For the option?

15 **MR. CASEY:** For the option years, right.

16 **MR. TRAPP:** But during the regular contract
17 years --

18 **MR. CASEY:** For the regular contract years it
19 was for the original contract period.

20 **MR. TRAPP:** I'm sorry, Jane. That's my fault.

21 **MR. CASEY:** So, in this case, my
22 interpretation of this -- and I'm not an attorney -- the
23 first three years would have a bond and then the bond
24 would be set for each option year after that.

25 **MS. CIBULA:** And they are saying that they

1 want it annually.

2 **MR. CASEY:** And they are saying that they --
3 do it annually even for the three-year contract.

4 **MS. SALAK:** And you just want it annually for
5 a million dollars. Is that what I got out of what you
6 said?

7 **MS. CARTRITE:** As a suggestion, but, yes.

8 **MS. SALAK:** And what is the rationale of the
9 million dollars?

10 **MS. GODDARD:** It actually lowers our cost,
11 which lowers our price to you.

12 **MR. TRAPP:** What if you -- I mean, I think we
13 are asking for security for the term of the contract.
14 What if you were to do it for -- you know, the first
15 year of the contract it would be for the full three
16 years, the second year of the contract it would be for
17 the remaining two years, and then for the last year of
18 the contract it would be the last year of the contract.
19 Because I think what we are looking for is performance
20 through the term of the contract. So it seems to me
21 that you would want security for the full amount of the
22 full term, and that could decline as you performed.

23 (Inaudible; simultaneous conversation.)

24 **MS. CARTRITE:** Well, we're not insurance
25 people. And this is Dottie with Sprint. I think the

1 issue is just it lowers cost if it is not in that chunk
2 of three years for that surety, or I -- and forgive me
3 because I don't know the insurance terms, but I think
4 that's it. So if we can provide that for performance
5 year-by-year versus the chunk of three-year time. It's
6 not that we are shirking from the performance, it's
7 about the cost of the bond. So that is passed on to the
8 state in price. I mean, certainly we have to
9 incorporate those costs into the establishment of price.
10 So that's just a suggestion.

11 **MS. ZIEGLER:** And what we have seen in other
12 states as well is exactly that, kind of an annual
13 performance bond requirement. And it does save
14 significant cost compared to a three-year. And then we
15 see contractual language that makes that a requirement,
16 that a performance bond is held every year of the
17 contract. And if there is no performance bond, then all
18 of your termination clauses come into play and come into
19 effect. So I think it's a good way to lower cost,
20 giving you all the same surety that you are looking for.

21 **MS. MILLER:** Well, is the contract about a
22 six-million-a-year contract? And, if so, by only
23 getting the one million, is that --

24 **MS. ZIEGLER:** That might not be reasonable.
25 So if it needs to be the amount of the contract, I think

1 that that is a middle -- I don't speak for Sprint, but
2 Hamilton would agree that that is middle ground. But if
3 we are able to secure a performance bond for the amount
4 of the contract annually, rather than, let's say,
5 18 million, that's a significant savings.

6 **MR. BLOOM:** Does anybody have any ballpark
7 cost savings? I mean, just off the top one's head? Is
8 that even possible?

9 **MR. LEVINE:** We don't have it in front of us.

10 **UNIDENTIFIED SPEAKER:**

11 **MS. CARTRITE:** I don't have the cost of the
12 bonding.

13 **MS. ZIEGLER:** It is thousands of dollars.
14 It's not approaching, like, 100,000. It's significant.

15 **MS. MILLER:** Anything else on this issue?
16 Okay. I think -- are we on Page 33 on liquidated
17 damages? And I see that we have tried to list them to
18 what the bidders said.

19 **MS. ZIEGLER:** Sorry, I'm not able to hear the
20 group in the room.

21 **MS. MILLER:** We are now up to Page 33 on
22 Number 57, liquidated damages. And we have tried to
23 soften this a little bit, you'll see on 57A. Any
24 discussion on this area?

25 (Off-the-record discussion.)

1 **MS. MILLER:** Are we onward to Page 35? This
2 is where we talk about -- this is something that Ray
3 Kennedy came up with, the signature of acceptance to try
4 to reduce the amount of stuff you all have to file, and
5 also to take some of the burden off the evaluators.

6 Do we have any thoughts on this approach?

7 **MR. LEVINE:** Well, as someone that puts the
8 bid together, I like this approach. It's a lot less
9 paperwork.

10 **MS. MILLER:** Good.

11 **MS. ZIEGLER:** I think it -- some of the goals
12 that the Commissioners, I think, were expressing at the
13 last meeting as far as trying to remove some of the
14 subjectivity and trying to make things, where you can,
15 more objective, and I think this is an excellent
16 compromise. So I think hats off to Ray for a good idea.

17 **MS. MILLER:** We will pass the word on.

18 Anything else on Page 35? And, again, we
19 mentioned we are trying to reduce the number of copies
20 that you have to file.

21 What about on Page 37? This was a change
22 about that we will contact the people for the references
23 rather than you all just provide the reference
24 information, the letters. Any thoughts on that?

25 **MS. GODDARD:** This is Tracy from Sprint. I

1 guess I just would like a little clarification. Would
2 you only like contract administrators as references? We
3 also have a lot of Florida users, members of the
4 community who also provide references.

5 **MS. MILLER:** We can discuss that. We'll take
6 a look at it. Also, we took out the requirement on the
7 references for the subcontractor.

8 Are we up to 38? Anything on 38? Again, this
9 is the signature of acceptance approach.

10 39, the price proposal format. Again, we are
11 still looking at this about with and without a relay
12 center. We have struck the optional features again.

13 What about on Page 40? Here we did the
14 change, and the big item is that change in the weighting
15 of CapTel and Relay, and you'll see that they are each
16 25 percent.

17 **MS. GODDARD:** This is Tracy Goddard with
18 Sprint. One question kind of on the pricing evaluation.
19 Are you going to be considering efficiencies in call
20 processing? I know there's a lot of documentation out
21 both with the results that Florida has done themselves
22 testing, and then independent parties that have looked
23 at all the different providers and seeing how fast they
24 process calls, and the way they have been able to
25 process calls faster, which reduces billable minutes.

1 Is that something you are going to be considering? I
2 guess that would be something we would recommend that
3 you consider.

4 MS. MILLER: Could you describe that, again,
5 what you're recommending?

6 MS. GODDARD: Basically, when a caller calls
7 in there's call processing efficiencies; there's
8 automation that occurs; different providers process
9 calls at different speeds. And there's an independent
10 evaluator who Florida has used themselves who has
11 conducted industry testing and has noted the difference
12 in the different providers in how fast they process
13 calls. And I guess our wish would be that that would be
14 considered as part of the price proposal, because you
15 ultimately pay a lower rate overall per month simply
16 because we process calls faster.

17 MS. SALAK: This is Beth. I'm just confused
18 how we are going to go about doing that. You say there
19 this is one group that has done it, which would be, I
20 assume, Paisley or --

21 MS. GODDARD: Yes, uh-huh.

22 MS. SALAK: Is Paisley -- I don't know how to
23 put this. Is Paisley independent of Sprint?

24 MS. GODDARD: Yes, it is.

25 MS. SALAK: Okay.

1 **MS. GODDARD:** And they have actually done an
2 audit this year that they offered to all states and they
3 have offered to all providers that was not -- Sprint did
4 not arrange it or anything. Of course, we purchased the
5 results to see how we compared, but it is completely
6 independent.

7 **MR. GREER:** This is Stan with AT&T. It seems
8 to me you would be double counting. Because in the
9 technical parts you also capture the efficiencies that
10 they have. At least looking at some of the evaluators'
11 comments, they appeared to be looking at detail like
12 that and giving weighting on the points.

13 **MR. LEVINE:** And this is Gary from Hamilton.
14 I don't think we would be opposed to using that, keeping
15 in mind that it is a statistical analysis, and that
16 within a statistical analysis there is a margin of error
17 that Paisley points out. And that you would want to
18 make sure and use that within that margin of error.

19 **MS. ZIEGLER:** And I would just ask that. You
20 know, I think that I agree. (Inaudible) and I'm just
21 looking over the score sheets, and there are places
22 within procedures for relaying communication, for
23 example, where I think that those kinds of items could
24 be measured (inaudible) suggesting that, as well. But
25 there's opportunity within the points you are

1 identifying and the different categories for those kind
2 of things to be already evaluated.

3 **MS. SALAK:** I assume what you are implying is
4 that we may get a cheaper price, but then we're going to
5 get a lot more minutes.

6 **MS. GODDARD:** Right.

7 **MS. SALAK:** And in the minute history that we
8 have, if we use history, the Sprint history, and if you
9 are the efficient one, which I don't even know if that
10 is what the results say. I assume since you brought it
11 up, even though we get cheaper -- well, I guess that
12 will increase our minutes. Okay.

13 **MS. CARTRITE:** Well, yeah. This is Dottie.
14 The formulaic, I guess, equation would be price per
15 minute times number of billable minutes times speed of
16 answer.

17 **MS. GODDARD:** Or speed of processing calls.

18 **MS. CARTRITE:** Speed of processing.

19 **MS. SALAK:** It's not something we have thought
20 about, so we will have to go back and discuss it.

21 **MS. ZIEGLER:** I'm sorry, I can't hear whoever
22 is speaking.

23 **MS. SALAK:** This was Beth. I just said that
24 it was not something we had thought about, so we are
25 going to have to go back and discuss it. And, actually,

1 comments on that would be great. And we don't have the
2 Paisley -- well, maybe we have the Paisley report and I
3 don't know it. But you have to buy it?

4 **MS. CARTRITE:** It's offered to states to
5 purchase, the full report that evaluated many providers.

6 **MS. SALAK:** Do you happen to know how much it
7 costs?

8 **MS. GODDARD:** We'll find out.

9 **MS. SALAK:** We can check on it.

10 **MR. TRAPP:** In the formula you just quoted, is
11 that last number in that report?

12 **MS. GODDARD:** This is Tracy. The report is
13 actually 150 test calls to each provider. And they're
14 placed using the same script, the same stop watches for
15 everything. And they will tell you, you know, how
16 quickly, not only from the time they dialed the call
17 until the last party hung up, but also while the two
18 people were connected. So you will get both a semblance
19 of session minutes and conversation minutes. And you
20 will see that for each provider, their average speed.
21 And that's part of their report.

22 **MR. TRAPP:** And that's a quantitative number,
23 not a qualitative number? I question, because you
24 quoted a formula, and I like formulas. I'm an engineer.
25 How do you plug in that last one, the speed of -- what

1 number would you use for it? How would you derive a
2 number for that part of the formula?

3 **MS. GODDARD:** Well, this will show you each
4 provider's speed. So you could actually --

5 **MR. TRAPP:** Derive it from that report?

6 **MS. GODDARD:** Yes. Yes. So you could use the
7 lowest speed to do a percentage or the highest speed and
8 do a percentage across all of them. And I believe the
9 report was actually included in Sprint's bid in the
10 previous bid, so you should have that information.

11 **MR. TRAPP:** I'll look at it.

12 **MS. SALAK:** Thank you for that. I wasn't an
13 evaluator for the whole thing, obviously.

14 **MS. CARTRITE:** The full report, not just
15 partial.

16 **MS. MILLER:** We will probably have a public
17 records issue with it, won't we, because they won't want
18 us to be able to release it to the public.

19 **MS. GODDARD:** Right. It was submitted under
20 seal.

21 **MS. MILLER:** All right.

22 Okay. What about on Page 41? Again, we are
23 still not sure on this first paragraph, and we are still
24 looking at that second underlining there about reserves
25 the right to reject the recommendation and reject all

1 bids. So we are still looking at that language, too.
2 Okay.

3 **MR. WAHLEN:** What do you mean a weighted score
4 using the proposed rates for each bidder Florida call
5 center?

6 **MS. MILLER:** Well, my understanding is, and I
7 have to look to the technical people on this, because
8 I'm not a numbers person, but I guess that calculation
9 would, again, be -- let's see. So the --

10 **MS. SALAK:** It talks about it on Page 40. It
11 talks about the weighted --

12 **MR. WAHLEN:** Okay. Maybe I just didn't
13 understand that.

14 **MS. SALAK:** It says, next, a weighted score
15 for each bidder's price -- it talks about weighting at
16 the bottom.

17 **MR. WAHLEN:** Okay. It just looks kind of like
18 there's a separate weighting for a Florida call center
19 bid and a non-Florida call center bid, and it's not
20 clear. It goes back to the question Dixie asked.

21 **MS. ZIEGLER:** Yes.

22 **MR. WAHLEN:** How is this going to end up? At
23 the end of the day, is there going to be a bidder that
24 has the most points and, therefore, is recommended? Are
25 you going to have a bidder with a Florida call center

1 with the most points and a bidder with a non-Florida
2 call center with the most points, offer them both to the
3 Commission for them to consider? How is that all going
4 to work?

5 **MS. MILLER:** And this is an issue -- as I
6 mentioned earlier, this is our key issue we have been
7 struggling with.

8 Samantha, would you like to make a comment?

9 **MS. CIBULA:** I envision that it would be one
10 recommendation to the Commission based on, you know, the
11 score. And it's going to have to be up to the
12 evaluators to determine who to recommend to the
13 Commission based on the scores. But we will have to
14 look at this and how we're going to set it up.

15 **MS. MILLER:** This is our toughest area in the
16 RFP, believe me.

17 Okay. Page 42. This is kind of showing how
18 that would work. And then you get into the checklist
19 and the points. Does anybody want to speak?

20 And also, of course, which items we've done
21 signature acceptance instead of setting of points. Do
22 we have anything else on the RFP?

23 So if you do want to provide written comments,
24 we ask for those by Friday. And we are planning to
25 place this on the November 22nd agenda.

1 **MR. WAHLEN:** Cindy, should we send the
2 comments to you, or Kevin, or file them with the Clerk,
3 or what is your preference?

4 **MS. MILLER:** We think the Clerk is fine. That
5 sounds good.

6 **MR. MINNICK:** I'm sorry, Cindy, who should the
7 comments go to?

8 **MR. BLOOM:** The Clerk's Office.

9 **MR. MINNICK:** Clerk's Office.

10 **MR. LEVINE:** And to clarify, there will be a
11 chance at the November 22nd agenda meeting for public
12 comments?

13 **MS. MILLER:** Absolutely.

14 If you have points to make, please come there
15 and make them. And this is, again, why we structured
16 this this way, so that we have this meeting before the
17 agenda, and then after the agenda we're set. Of course,
18 then we have to do the notice of the RFP, and there is
19 the 72 hours to protest there, but we would really
20 invite you to speak at agenda.

21 Any other points anyone would like to make?

22 **MR. CASEY:** May I make a point? This is Bob
23 Casey.

24 I just want to clarify for everybody. This
25 RFP is going to be evaluated by five or six evaluators,

1 and we have a new chairman. None of these evaluators or
2 chairman were involved with the first RFP. This is a
3 whole new process. It was decided that that is the best
4 to keep it independent.

5 As you probably know, we have very strict
6 rules here at the Commission. The evaluators can't talk
7 to each other. There's a wall that goes up. I was an
8 evaluator on the first one. I had no idea who was going
9 to win the bid until it was posted to the website. That
10 is how strict it is. So it's in everybody's best
11 interest to keep it that way. But I just wanted to let
12 you know, all new evaluators and new chairman.

13 **MS. MILLER:** Thank you, Bob.

14 **MR. LEVINE:** Thank you. That's good to know.
15 Thank you.

16 **MS. MILLER:** Thank you.

17 **MS. CARTRITE:** And we appreciate the process.

18 **MS. ZIEGLER:** May I ask a question? Are any
19 of these evaluators even familiar with relay service?

20 **MS. SALAK:** Yes.

21 **MS. MILLER:** Thank you so much for everyone
22 coming.

23 (The Bidder's Conference concluded at 10:46
24 a.m.)

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STATE OF FLORIDA)
 :
 : CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, JANE FAUROT, RPR, Chief, Hearing Reporter Services Section, FPSC Division of Commission Clerk, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

IT IS FURTHER CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript constitutes a true transcription of my notes of said proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 30th day of October, 2011.



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