I		FILED MAY 01, 2014 DOCUMENT NO. 01998-14 FPSC - COMMISSION CLERK	000001
1		BEFORE THE	000001
2	FLOF	RIDA PUBLIC SERVICE COMMISSION	
3	In the Matter	of:	
4		DOCKET NO. 140029-TP	
5	REQUEST FOR SUBMISSION OF		
6	PROPOSALS FOR RELAY SERVICE, BEGINNING IN JUNE 2015, FOR		
7	THE DEAF, HARD OF HEARING, DEAF/ BLIND, OR SPEECH IMPAIRED, AND OTHER IMPLEMENTATION MATTERS IN COMPLIANCE WITH THE FLORIDA		
8			
9	ACT OF 1991.	FIONS ACCESS SYSTEM	
10		/	
11	PROCEEDINGS		
12	PROCEEDINGS:	BIDDERS CONFERENCE	
13	TAKEN AT THE INSTANCE OF:	The Staff of the Florida Public Service Commission	
14	DATE:	Thursday, April 24, 2014	
15			
16	TIME:	Commenced at 1:30 p.m. Concluded at 2:06 p.m.	
17	PLACE:	Gerald L. Gunter Building Room 105	
18		2540 Shumard Oak Boulevard Tallahassee, Florida	
19			
20	REPORTED BY:	Official FPSC Reporter	
21		(850) 413-6734	
22			
23			
24			
25			
	FI	LORIDA PUBLIC SERVICE COMMISSION	

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1	A P P E A R A N C E S
2	INTERESTED PARTIES:
3	MIKE BARRY, AT&T
4	SUSAN J. BERLIN, Sprint Relay
5	CHRISTA CERVANTES, Hamilton Relay
6	TRACY GODDARD, Sprint Relay (via telephone)
7	MAGGIE SCHOOLAR, Sprint Relay (via telephone)
8	JIM SKJEVELAND, Sprint Relay
9	
10	COMMISSION STAFF:
11	BOB CASEY
12	SAMANTHA CIBULA
13	PAMELA PAGE
14	BETH SALAK
15	CURTIS WILLIAMS
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PROCEEDINGS

MR. WILLIAMS: Okay. At this time we will begin the conference, and Pamela Page will get us started.

MS. PAGE: Thank you, Curtis.

Pursuant to notice issued, this time, date, and place were set for this workshop on a draft Request for Proposals relating to the Telecommunications Access System Act.

We ask that you speak clearly. And if you have a business card and you're speaking, that would be good for you to give it to the court reporter, who is transcribing this.

I'm Pamela Page with the Office of General Counsel. And to my right is Samantha Cibula, who is the head of the appellate section of the General Counsel's Office. And with the Office of Telecommunications we have Beth Salak, who is the Director of the Office of Telecommunications; Bob Casey, who works in the Office of Telecommunications for TASA matters; and Curtis Williams, who is the new Proposal Review Committee chair.

Has everyone on the telephone introduced themselves?

We have prepared a draft Request for Proposals

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for discussion purposes only. The RFP that could go
with the recommendation could vary from the one that we
have set out here today. The one here today is for
discussion purposes. It will be the Commission's
decision as to the final product.

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This is your opportunity to speak. We don't have another bidders' workshop after the Commission votes for an RFP. So you will also have an opportunity to speak at agenda, which is scheduled for June 5th.

So if you have any issues, we'd like to hear about them now. Does anyone else have any opening comments?

Okay. If not, we'll just turn to the RFP then.

MR. WILLIAMS: Does everyone -- excuse me. This is Curtis Williams. We actually -- the, the RFP was posted, the draft RFP was posted on our website. So for those who are calling in, you, you should have gotten a copy before the session for today. If there's anyone here who does not have a copy and needs a copy, we have extra copies that you can use to walk through.

MR. BARRY: I would like one, if possible.

MS. PAGE: Could those in the audience please introduce themselves and give the party that they're representing so that we can have that information for

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the court reporter.

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MR. SKJEVELAND: You want to start -- I'm Jim Skjeveland with Sprint.

MS. BERLIN: I'm Susan Berlin with Sprint.

MR. BARRY: Hi. I'm Mike Barry with AT&T.

MS. CERVANTES: I'm Christa Cervantes with Hamilton Relay.

MS. PAGE: Does everyone have a copy of the RFP?

10Okay. The substantive portion of the RFP11begins on page 6.

Paragraph 1 reflects that Curtis Williams is now the chairman of the Proposals Review Committee, and there's some definitions. Does anyone have any questions on the definitions?

MS. BERLIN: Can I just ask a -- you said proceed -- just a question about how you intend to proceed? Do you intend to go sort of page by page through the whole thing, or did you --

MS. PAGE: We do.

MS. BERLIN: Okay.

MS. PAGE: But I'm, I'm open to suggestions. MS. BERLIN: That's fine. I just wanted to know if that's how you wanted to do it.

MS. PAGE: Okay. Okay. On page 10 the

timetable is set forth.

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MR. SKJEVELAND: I have, I have a question about the key dates and then the, you know, additional references to the key dates later on. I think on the key dates it indicates begin service, and right now on the document, June 1st, 2015. However, throughout the RFP it indicates no later than June 1st, 2015. I was curious as to whether -- the "no later than" was added, added language. Are you looking to potentially begin the service at an earlier date if a provider proposes to start the date, say, January 1st?

MS. PAGE: Curtis, I'll turn that over to you and Bob.

MR. WILLIAMS: Yes, we can, we can address that question. Thanks, Pam.

The, the begin date for contract purposes is as indicated; no later than June 1st, 2015. We were made aware that the current provider is, is actually open for, it's not definitive, but the current provider is open to discussion that if -- once whoever the, the new provider is that's, that's ultimately selected, if that provider is, is willing and technically capable to begin service sooner, that may be a possibility. So that's why we put, put the, the flexible language in place.

MR. SKJEVELAND: Okay. That makes sense. 1 MR. WILLIAMS: Does that address the question? 2 3 MR. SKJEVELAND: Yeah. That, that addresses the question, so. And I think I can wait until later 4 because I think somewhere else it talks about contract 5 term, and it indicated that the initial base was for 6 7 three years. So if you were to start earlier -- say January 1st -- would that first base three years then 8 9 just simply go until December 31st, or would it go until the May 30th date and, you know, essentially have this 10 June 1st? 11 12 **MR. WILLIAMS:** That's a good question. And 13 that's something that legal would --14 MR. CASEY: Legal may want to tune in on that. 15 MS. PAGE: Well, normally we do have the three-year term, but at this point we don't have a 16 17 specific start date. 18 MR. SKJEVELAND: Okay. 19 MS. PAGE: So. MS. CIBULA: And I guess it's something we 20 21 have to think about is if we decided to start early, 22 whether the, still the three years would start from the 23 June 1st date. But that's something we'll, you know, think about when we're putting this final one together. 24

MR. SKJEVELAND: Okay.

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MS. PAGE: Any other questions on that topic? Okay. If you turn to page 10, we do have the timetable. And then there's the requirement about restrictions on communication, and this indicates that from the issue date of the RFP until the staff recommendation on the award of the contract is filed in the docket file, bidders are not to communicate with any FPSC Commissioners, staff member, or Advisory Committee member regarding the RFP.

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Now there are some -- there's an exception to that, that written correspondence for clarifying questions must be submitted by June 27th, and then the answers to those questions will be posted July 11th, 2014, although no changes to the Commission-approved RFP will be considered.

Okay. Both the technical and price proposals must be filed by August 8th, 2014, at 3:00 p.m., and late proposals will not be accepted.

On page 11, the electronic posting of the notice of intent to award is the point of entry to protest the award pursuant to 120, and a contract is completed and signed by all parties concerned within 30 days of mailing the letter of intent.

The contract document itself, the successful bidder will be required to sign a contract, which will

include the following elements: The RFP, the bidder's proposal and response, a document identifying any clarifications. And all of these items will be approved by the Commission's Executive Director on behalf of the PSC.

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On page 13 we have a cancellation/availability of funds provision. The FPSC has the right to terminate, in whole or in part, by giving the provider 60 calendar days written notice. If a breach of the contract occurs, the Commission will provide written notice to the provider and allow 14 days to cure the breach. If a breach is not cured within 14 days, the Commission may terminate the contract upon 24 hours notice. And this provision does not limit the PSC's rights to other remedies.

On the same page we have some new language that speaks about Chapter 119 of the *Florida Statutes*. Basically the purpose of this is to put the provider on notice that all material submitted regarding the RFP is subject to 119, which is the Public Records Act.

So that the new part here says that the provider must keep and maintain public records that would be required by the FPSC in order to perform the service; provide the public with access; ensure that records that are exempt or confidential are not

disclosed except as authorized by law; and then, importantly, this agreement itself is a public record. Any questions on the new language?

Okay. As far as changes in the contract are concerned, any change in the contract shall be accomplished by a formal written contract amendment signed by the authorized representatives of both the FPSC and the provider. No other document or oral communications can modify the terms of this contract.

Another new provision that we have is the dispute resolution provision. And this is very similar to proceedings that are filed with the Commission and follows this pretty much in line with Chapter 120, although the parties may employ the alternative dispute resolution procedures that are contained within 120.

Any questions on that?

MS. BERLIN: I just have a question; this is also sort of procedural. We're having this workshop, but if we had written comments on this, when, when would you need those?

MR. WILLIAMS: The -- it would be in the context of us needing time to prepare the recommendation, and we've targeted May 2nd to --

MR. CASEY: Well, I think we need to go back to the restrictions on communications, because it says

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000011 June 27th; right? Correct? 1 2 MS. CIBULA: Well, that would be after we actually --3 MR. CASEY: After we issue the RFP? 4 This is -- I think she's MS. CIBULA: Yeah. 5 inquiring about prior to the Agenda Conference. 6 7 MR. CASEY: Okay. Okay. MR. WILLIAMS: Prior to the agenda, yes. And 8 9 that would be -- we had looked at that date. That would 10 be May 2nd, 2014, based on the, the time period that would be needed to, to file the recommendation. 11 12 MS. BERLIN: Of course, May 2nd is just in a 13 week and a day. Might it be possible to push that 14 perhaps into the middle of the following week? MR. WILLIAMS: The recommendation is -- we --15 staff needs to file the recommendation on May 22nd of 16 17 this year. So, I mean, I think a couple of extra days 18 would be okay. 19 MS. BERLIN: May 6th or 7th? 20 MR. WILLIAMS: What -- do you have a 21 preference, Pam, as far as --22 MS. PAGE: No, I don't think so, not legally. 23 MR. CASEY: We would have to begin the routing of the recommendation on May 13th for management 24 25 approval.

MR. WILLIAMS: So May 6th, is that --1 MS. BERLIN: I think it's better. Thank you. 2 3 MR. WILLIAMS: Okay. MS. CIBULA: We also ask that if you have any 4 comments, to make sure you file them in the docket so 5 that everyone else can see the comments as well. 6 7 MR. SKJEVELAND: Right. And we'll do it as soon as we possibly can and try to target before 8 9 May 6th, but set that as a deadline. 10 MR. WILLIAMS: Okay. That's, that's fine. That's, that's when we -- May 6th would definitely be 11 12 pushing it right up to the end, so. 13 MS. PAGE: Okay. Thank you, Curtis. 14 We also have a waiver provision in the, in the 15 RFP which will become part of the contract. And basically what it says is that if the Commission decides 16 17 that they're not going to exercise or enforce any of its 18 rights under this contract, that that shall not be 19 considered a waiver of the Commission's right thereafter 20 to enforce those rights. 21 We have a severability clause which is new, 22 which basically says that any time a certain provision 23 of the contract is declared unenforceable, all other 24 provisions of the contract shall remain in full force 25 and effect.

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Then we have the commencement date, which I 1 think some of you may still want to make some comment on 2 3 that. We have the commencement date now as service is no later than June 1, 2015. Does anyone wish to make 4 further comments about this commencement date? 5 Curtis, I was wondering if you could address 6 7 page 17 where we've added the new language on the monthly test clause to ensure compliance with state and 8 9 federal requirements. MR. WILLIAMS: I mean, if, if there are any 10 questions, I can entertain those. 11 12 This appears to be a new provision MS. PAGE: 13 that would require the provider to conduct monthly test 14 calls on live calls using a sample of the Florida TRS calls, and the results must be submitted to the contract 15 administrator on a monthly basis. 16 17 MR. WILLIAMS: That's consistent with what we, 18 what we do now. It's, it's, it's maybe a little 19 different. But unless the -- I mean, it's, it's -- I 20 think the potential bidders understand the importance of 21 providing quality service, so the language is presented 22 as is. And if there are any questions --23 MS. CERVANTES: The only question we had was 24 about the captioned telephone calls and if those can be 25 done in a test environment as opposed to a live call

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environment. The same language as later on for captioned telephone.

MS. PAGE: Correct.

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MR. CASEY: As of right now it's live, but we will talk about it.

MS. SALAK: I think it would be predicated on how it would emulate a real live call. I mean, it would have to be close to a live call definitely. But Bob's right, we'll talk about it definitely.

MS. PAGE: Turning to page 20, languages served. Additional evaluation points may be given for proposals that include how the provider would handle calls using one or more additional languages: French or Haitian Creole. Additional languages should be identified.

And going to page 23, we have the CapTel Voice Carry-Over, and there is the provision for the monthly testing on live calls to ensure that federal and state requirements are met.

The provider -- on page 25, the provider is responsible for answering 85 percent of all calls daily within ten seconds.

We have another new provision on page 26, which is known as the force majeure provision. It's an -- actually what it is is it allows the provider an

excuse for certain circumstances where they are unable, would be unable to perform. And there are notice requirements in this provision for ten days if -- after the cause if it's foreseeable. If the delay is not reasonably foreseeable, then the notice must come within five days of the date that the provider first had reason to believe that a delay could result. Any questions on that?

Then we have consumer input and participation in Advisory Committee meetings on page 27. The provider shall participate in all meetings of the Advisory Committee and all PSC workshops and hearings relating to relay service unless excused by the contract manager.

We have a provision on page 28 that the intrastate toll calls billed -- shall be billed to the TDD caller at 50 percent of the provider's rate for non-relay calls. An additional 10 percent discount --60 percent discount -- is to be applied to calls to or from the dual-sensory impaired.

The -- on page 29, the provider is required to advise the PSC's contract manager whenever it changes billing methodologies.

On page 30, the provider is not required to provide Special Needs services. However, consideration will be given for additional evaluation points for

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proposals that include Special Needs services as a part of the basic relay service.

Importantly, Special Needs does not include unavailability of telephone service at the caller's home or business, inability to communicate in either English or Spanish, or handling complex calls. For example, intervening in a call with a physician.

The bidder will not be required to provide unsolicited features in its basic relay service on page 31. However, consideration will be given and other additional evaluation points will be considered for proposals that include unsolicited features.

Then on paragraph 51 on page 31, it states that the bidder shall be capable of providing Video Relay Service. Also, if required by the FCC, the bidder shall be capable of providing IP Relay Service. And, if required by the FCC, the bidder shall be capable of providing IP Captioned Telephone Service. Any comments on that?

The provider is required to furnish an acceptable performance bond, certified or cashier's check, or bank money order equal to the estimated total first -- total first year price of the contract, and provided to the FPSC upon execution of the contract or upon request from the PSC's contract manager.

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The monthly invoice on page 32 is to be submitted by the 14th calendar day of the month with a detailed invoice to the Administrator at the contracted price for the previous month's activity.

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Reporting requirements. The provider shall provide to the contract manager and the Administrator the following written reports by the 25th calendar day of each month, and that includes number of incoming calls, number of incoming call minutes, number of outgoing calls, number and percentage of incoming Florida calls. Did someone have a question on that?

Okay. Now the call center is not mandatory, but if a provider opts to locate a call center in Florida, they shall file quarterly reports with the Commission's contract manager demonstrating that a minimum of 75 percent of Florida relay traffic is handled by the Florida located center, unless there's an emergency condition at the Florida center, call center.

MR. SKJEVELAND: I just had a question going back to the reports.

MS. PAGE: Yes.

MR. SKJEVELAND: And I know it starts off with the clause that they're due the 25th of the month, and it lists all the reports and it goes through, I think, (o), various reports. The last few though are more of

annual reports or every five year reports, so they wouldn't necessarily be the 25th of the next month. I just wanted to make sure it's clarified in there that those aren't required every month. Because it forecasts out the call volume, for example, by March 1st for the next fiscal year of July 1st through June 30th. Just making sure we won't have to provide that every month for the next year.

MS. PAGE: Thank you.

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Any other comments or suggestions on the reports?

We have a new provision --

MR. SKJEVELAND: I was just going to go, because I know you jumped to the optional call center. Just below that it talked about the liquidated damages.

MS. PAGE: Yes.

MR. SKJEVELAND: And it's one area for, for Sprint -- we're trying to determine if there's going to be a cap at all on total liquidated damages over the monthly or course of the contract, if there will be a cap, so as to say -- you know, you have the force majeure in there. But if there were to be situations that it did not potentially pose the risk of higher liquidated damages than revenue potential, given the decline in the volumes that have occurred up to this

point as well as will continue through the next at least base three years.

MS. PAGE: Uh-huh. Well, if you look at the RFP, it's interesting that it says that the liquidated damages are listed below and that it's up to the following amounts. So you might read that as a cap.

MR. SKJEVELAND: Okay.

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MR. BARRY: You know, on the item (o) there dealing with the call center, I just want to put out there for your consideration that I don't think the state of Florida is really concerned that 75 percent of Florida calls get handled in the Florida call center. I think your interest might be more that a volume of calls that equals 75 percent of the Florida calls is handled there.

In other words, some other provider might want to bring traffic in from another state. You actually could be running far greater than 75 percent of the Florida calls. So you might want to just consider changing the wording, if that makes sense to you.

MR. WILLIAMS: Where is that language again? MR. BARRY: That's 56(o). MR. CASEY: On page --MS. PAGE: That's on page 34. MR. BARRY: So I would say that you'd want

000020 evidence or a report that indicates that calls equal to 1 75 percent of the Florida originated calls are being 2 handled in the state's call center without dictating 3 that they be Florida calls. 4 **MS. PAGE:** Florida originated? 5 MR. BARRY: As -- you would measure it as 6 Florida originated calls would be your numerator. 7 MS. PAGE: Uh-huh. 8 9 MR. BARRY: And, you know, if the whole thing 10 is how much work are you bringing into Florida, it doesn't matter if it's a Florida call or a call from 11 12 some other state. That's really the point I'm trying to 13 make. 14 MS. PAGE: Okay. 15 MR. WILLIAMS: Got you. MS. BERLIN: I think we had another concern 16 17 about the liquidated damages provision. It's not 18 entirely clear from what's set forth here what a violation is. You know, if this is the maximum penalty 19 per day for each violation, you know, is every call 20 that's not answered on time one violation? Is it one 21 22 day's worth of not answering some of the calls? You 23 know what I'm saying? Like I'm not even sure, given the 24 complexity, that it's possible to define completely in 25 here, but it isn't defined at all.

MS. SALAK: Did you have suggestions for that? MS. BERLIN: We may be able to provide -- at the moment I don't think we do have suggestions, but I think we can provide written suggestions, don't you think?

MR. SKJEVELAND: Yeah, I believe so. We could get those written suggestions in with the comment filing timeline.

MS. SALAK: Are you going to also add language or suggested language on the -- what I heard you say is limitations of revenue, how much revenue you can earn each year. Is that what I heard you say?

MR. SKJEVELAND: Correct. Correct. Yeah.

MS. SALAK: I think you can look historically at what we've done with these type of things. I believe that was taken into consideration by the Commission --

MR. SKJEVELAND: Okay.

MS. SALAK: -- in making its determination. But it's never been submitted as a, as an additional part of the contract, but not to say we wouldn't consider it.

MR. SKJEVELAND: Okay. We'll put together some language and submit some proposed language by the May 2nd -- or May 6th due date.

MS. SALAK: Right.

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MS. PAGE: Thank you.

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In the liquidated damages paid through the methodology of the Administrator deducting the amount of the liquidated damage from a monthly payment to the provider, this can occur only upon the order of the Commission.

Transferring to new providers. This may be somewhat related to the question about the change in the commencement date. This says that relay users are not to experience an interruption in service and that provision of customer profile data shall be provided at least 60 days prior to the outgoing provider's last day of service.

Then we have the provision on the call center itself. This states again the minimum of 75 percent. Bidders will be given 100 extra points for this, and partial points will not be available.

Does anyone have further comments in regard to the Florida call center?

Does anyone have any comments on the format of the technical bid proposal?

MS. SALAK: Can I ask a question, please? MS. PAGE: Yes.

MS. SALAK: I was -- just back to your comment about CapTel and not wanting to test live, I was just

000023 wondering why, why you feel it's better to do it in a 1 closed environment as opposed to the live environment. 2 MS. CERVANTES: I think maybe it's the 3 definition of what "live" means to you and what "live" 4 means to us. So I'll have Beth clarify that in the 5 questions by the 6th. 6 7 MR. CASEY: That'd help us out, and give the reason why you believe, you know, it could be done in a 8 9 test environment. MS. CERVANTES: I'll do that. 10 11 MS. SALAK: Thank you. 12 MS. CERVANTES: It might just be semantics 13 there, so. 14 MS. PAGE: Does anyone else have any comments regarding the technical bid proposal formula, anything 15 16 that we need to point out? 17 I would note that there's a \$500,000 bid 18 security deposit that has to be furnished to the 19 Commission with the original of the proposal. Unsuccessful bidders' security deposits shall be 20 21 returned without interest. The successful bids --22 bidder's bid security shall be returned without 23 interest. However, if the successful bidder fails to sign a contract within 30 days after the letter of 24 25 intent is issued or fails to deliver the performance

bond as required in this contract, the bid security will 1 be forfeited to the Florida Telecommunications Access 2 3 System Fund. MS. BERLIN: Could I ask, what's the purpose 4 of this bid security deposit? 5 MS. CIBULA: I think it's to ensure that the 6 7 service is provided, you know, the way it's supposed to be. And if it's not, that we'd have the money to go out 8 9 and find someone else to provide the service in a short amount of time. 10 **MS. BERLIN:** Is that standard in other states? 11 I have never seen it before. 12 MR. SKJEVELAND: Yeah. Some states issue bid 13 bonds, some, some don't. It's in varying amounts, I 14 15 believe, so. MS. CERVANTES: And I did have a question 16 17 about the financial information. Can the audited financial statements be filed 18 19 electronically, or the primary banking source letter? 20 MR. CASEY: We have -- one warning on that is 21 anything filed electronically is not confidential. 22 MS. CERVANTES: Thank you. 23 MR. CASEY: Short answer. 24 MS. PAGE: I hope we've covered everything. 25 Are there any further comments or questions in general?

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1	Does anyone at the table here have any further comments
2	to make?
3	MR. CASEY: Thank you for coming. I look
4	forward to your comments. Please submit them.
5	MR. SKJEVELAND: We're looking forward to it,
6	and we'll make sure we have them in by the due date so
7	you guys have your time.
8	MR. CASEY: Thank you very much.
9	MS. PAGE: Thank you for coming.
10	(Proceeding concluded at 2:06 p.m.)
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	FLORIDA PUBLIC SERVICE COMMISSION

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1	STATE OF FLORIDA)				
2	: CERTIFICATE OF REPORTER COUNTY OF LEON)				
3					
4	I, LINDA BOLES, CRR, RPR, Official Commission				
5	Reporter, do hereby certify that the foregoing proceeding was heard at the time and place herein				
6	stated.				
7	IT IS FURTHER CERTIFIED that I stenographically reported the said proceedings; that the				
8	same has been transcribed under my direct supervision; and that this transcript constitutes a true				
9	transcription of my notes of said proceedings.				
10	I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor				
11	am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I				
12	financially interested in the action. DATED THIS 1st day of May, 2014.				
13	DATED THIS ISC day OF May, 2014.				
14	Binda Boles				
15	Jinda Soles				
16	LINDA BOLES, CRR, RPR FPSC Official Commission Reporters				
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