

State of Florida



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: August 6, 2024,
TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk
FROM: ^{CW} Curtis J. Williams, Senior Analyst, Office of Industry Development & Market Analysis
RE: Docket No. 20240043-TP - Document Filing

Please place the attached RFP Clarifying Questions and Response in the docket file.

Thank you

Attachments

RECEIVED-FPSC
2024 AUG -6 PM 4:54
COMMISSION
CLERK

Curtis Williams

From: Curtis Williams
Sent: Tuesday, August 6, 2024 4:51 PM
To: 'Branch, Jeffrey'
Cc: Hopkins, Shawn; Vogel, Scott
Subject: RE: Docket No. 20240043-TP - Questions from T-Mobile

Per the RFP, the following is in response to T-Mobile's Clarifying Questions below submitted on July 30, 2024.

1. T-Mobile and all bidders have discretion to decide how many test calls per month are to be conducted. The RFP (Section B.5.) is flexible, stating that the provider shall use valid, unbiased tests. Each bidder must respond accordingly, and will receive a maximum score of 100 points on their testing methodology.
2. T-Mobile's response in **Item 2** is not a question for clarification, but a request to change the RFP. The opportunity to request changes to the RFP was during the Bidder's Conference and Commission Agenda Conference.

Thank you

Curtis J. Williams

Senior Analyst
Florida Public Service Commission
Office of Industry Development & Market Analysis
2540 Shumard Oak Boulevard | Tallahassee, FL 32399
Office: (850) 413-6924 | Email: cjwillia@psc.state.fl.us

From: Branch, Jeffrey <Jeffrey.Branch@t-mobile.com>
Sent: Tuesday, July 30, 2024 9:42 AM
To: Curtis Williams <CJWillia@PSC.STATE.FL.US>
Cc: Hopkins, Shawn <Shawn.Hopkins@T-Mobile.com>; Vogel, Scott <Scott.Vogel@T-Mobile.com>
Subject: Docket No. 20240043-TP - Questions from T-Mobile

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Good morning Curtis,

Below are the questions regarding the RFP Docket No. 20240043-TP:

1. T-Mobile has historically provided a **statistically valid sample** of test calls (150) each month through third-party testing. Since testing began, there has been a dramatic decrease in call volumes that has created an excess in the number of test calls being conducted. From just 2020 to 2024 we saw a 30% decrease in call volumes. The lower call volume is resulting in individual Florida Relay Operators being tested multiple times (3-6) each month. We believe that 50 test calls per month would provide an equally thorough evaluation of typing speed and accuracy while removing excess.

2. Page 10 of the RFP, Section A. Administrative Requirements and Procedure, Paragraph 9. Term of Contract. Bidder requests that the State modify Paragraph 9 (Term of Contract) to the *alternative language* below as it is anticipated that TRS services will continue to be modernized to take advantage of new technologies available. This will also allow the State to react to regulatory changes more nimbly and take advantage of new technology over the life of the Contract which benefits all Florida Relay users.

“9. Term of Contract. The term of the Contract will be an initial three year period (the “Initial Term”). Upon mutual agreement between the FPSC and the provider, the Contract may be extended for up to four additional one year periods subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any extension is subject to the availability of funds and contingent upon satisfactory performance by the provider. The provider shall notify the FPSC Commission Clerk in writing whether or not it seeks to extend service by March 1 the year before the current contract expires. For example, if the contract service period is due to expire on February 28, 2028, the provider must notify the FPSC by March 1, 2027, if it desires a one year extension of service. Notwithstanding anything to the contrary above, at any time after completion of the first 12 months of the Initial Term of the Contract (but no later than 90 days prior to the completion of the Initial Term), in the event that Contractor determines (in its good faith and commercially reasonable discretion) that a modification to then-current Contract pricing is necessary based on the State’s usage of then-current products and services, the development of emerging technologies, and/or Contractor’s other reasonable business needs, then (i) Contractor may notify the State in writing of its intent to renegotiate Contract pricing, and (ii) the parties will conduct such renegotiations in good faith promptly after the State’s receipt of such notice. In the event that the parties are unable to successfully renegotiate the Contract within 30 days after the State’s receipt of such notice, Contractor will have the right to terminate the Contract for convenience effective as of the completion of 24 months of the Initial Term (provided that Contractor has given the State at least 60 days’ advance written notice of such termination).”

Thank you.

Jeffrey Branch (He/Him/His)

Account Executive



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