

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

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

DATE: February 5, 2025

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

FROM:  Curtis J. Williams, Senior Analyst, Office of Industry Development & Market Analysis

RE: Docket No. 20240043-TP - Document Filing

Please place the attached Executed Contract between the Florida Public Service Commission and T-Mobile to provide Telecommunications Relay Service in Docket No. 20240043-TP.

As stated on Page 1 of the Executed Contract, Document No. 07552-2024, Document No. 08491-2024, Document No. 10329-2024, and Document No. 10330-2024 previously filed in this docket are incorporated by reference.

Please let me know if you have any questions.

Thank you

Attachment

RECEIVED-FPSC
2025 FEB -5 PM 4: 14
COMMISSION
CLERK

CONTRACT TO PROVIDE TELECOMMUNICATIONS RELAY SERVICE (TRS) TO FLORIDA

CONTRACT

This Contract is made between T-Mobile USA, Inc. (hereinafter referred to as “T-Mobile”), and the Florida Public Service Commission (hereinafter referred to as the “Commission” or “FPSC”). T-Mobile must provide Telecommunications Relay Service, also referred to as the Florida Relay Service pursuant to Chapter 407, Florida Statutes.

T-Mobile and the Commission agree as follows:

SECTION 1: Definitions

- 1) “Administrator” means Florida Telecommunications Relay, Inc. (hereinafter referred to as “FTRI”) as defined in Section 427.703(1), Florida Statutes.
- 2) “Contract” means the terms and conditions contained herein and in the following documents:
 - a. Florida Public Service Commission Request for Proposals for Telecommunications Relay Service, filed in Docket No. 20240043-TP [Document No. 07552-2024] on July 15, 2024, (hereinafter referred to as the “RFP”).
 - b. T-Mobile’s Response to the RFP filed in Docket No. 20240043-TP [Document No. 08491-2024 Document No.10329-2024, and Document No. 10330-2024] (hereinafter referred to as “T-Mobile RFP Response”).
- 3) “Parties” mean T-Mobile and the FPSC.

The documents referred to in 2) a. and b. of this section are incorporated herein by reference and attached hereto as Exhibit 1 (RFP) and Exhibit 2 (T-Mobile RFP Response) respectively.

SECTION 2: Contract Term

The term of the Contract will be an initial three (3) year period. Upon mutual agreement between the FPSC and T-Mobile, the Contract may be extended for up to four (4) additional one (1) year periods subject to the same terms and conditions set forth in this Contract and any written amendments signed by the parties. Any extension is also subject to the availability of funds and contingent upon satisfactory performance by T-Mobile. T-Mobile must notify the FPSC of its desire to, or not to, extend service by March 1 the year before the then-current service period expires. For example, if the Contract service period is due to expire on February 28, 2028, T-Mobile must notify the FPSC by March 1, 2027, that it does or does not desire a one year extension of service.

SECTION 3: Audit Records

- 1) As authorized by 119.0701(3), F.S., the Commission, the Administrator, and the State of Florida Auditor General must have reasonable access to the records of T-Mobile and its Subcontractor(s), except as provided below, which directly relate to the Florida Relay

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Service in order to verify charges, credits, and other standards of performance to be rendered pursuant to the provisions of the Contract. If an audit of T-Mobile's or its Subcontractor(s)' records relating to this Contract is requested by the Commission, Administrator, or the State of Florida Auditor General, the party requesting the audit records will be responsible for the costs of the records. Audit records costs as defined in the RFP, must not include costs incurred by T-Mobile to comply with an audit of T-Mobile's Florida Relay Service rendered pursuant to the provisions of the Contract.

- 2) Unless otherwise required by law, T-Mobile will not be required to submit the information contained in its customer database to the State of Florida or to any other designee except for:
- a. resolving any consumer complaint by the Commission; and
 - b. providing such information to the relay service succeeding this Contract.

SECTION 4: Billing Rates

T-Mobile offers the FPSC the following pricing for Florida Relay:

Service	Price Per Minute
Basic Relay Service - TRS	\$2.58/session
Relay Conference Captioning RCC	<p>The first 30,000 minutes annually are included at no charge.</p> <p>After 30,000 minutes, RCC service will cease until the new Contract year.</p> <p>RCC Pricing Conditions</p> <ul style="list-style-type: none"> • RCC is intended for online meetings with two or more attendees, and does not include support for cursing, vulgarities, or language that is derogatory, condescending, discriminatory, or ethnic slurs, or words otherwise considered offensive to any protected class, as defined under U.S. federal laws. • Minimal Increment Billing Unit: 15-minute intervals with an initial minimum of 30 minutes • Minimum fee for any event: 1/2 of the hourly rate for the event • All events will be deducted in full for the amount requested and 15-minute intervals thereafter. • Cancellations must be requested 24 hours in advance.

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Notes

TRS pricing includes:

- \$15,000 annual outreach budget
- Florida Account Executive will travel to bi-annual TASA meetings.
- Annual allotment of 30,000 RCC minutes of use

SECTION 5: Invoices and Payments

- 1) The accounting period used to prepare monthly invoices will be the calendar month. Payment must not exceed the prices contained in this Contract. The invoice and supporting documentation must be prepared in such a way as to allow the Administrator or the FPSC to audit the invoice.
- 2) By the 14th calendar day of the month (or the subsequent business day if the 14th falls on a Saturday, Sunday, or holiday), T-Mobile must submit a detailed invoice (showing billable minutes and rates) to the Administrator at the contracted price for the previous month's activity.
- 3) The invoices provided by T-Mobile to the Administrator for the Florida Relay Service must specify to whom payment will be made and the address to which such remittance must be mailed.
- 4) A copy of the monthly invoice must be submitted to the Contract manager at the same time it is submitted to the Administrator.
- 5) Payment is due within thirty (30) days of receipt of a proper invoice. If payment is not received within the thirty-day (30) due date, the FPSC will be liable for interest charges at prime lending rates that will be incurred against the unpaid balance until such time as payment is received.
- 6) If the FPSC or its assigned Administrator disputes any portion of a monthly invoice, the disputing party must provide to T-Mobile a detailed explanation of and manner of calculations of the disputed amounts. T-Mobile will promptly address the claim with the FPSC or the Administrator and attempt to resolve the problem within thirty (30) days. If the dispute is between the Administrator and T-Mobile, and these two parties cannot resolve the issue within thirty (30) days of the due date of the bill, T-Mobile must so advise the FPSC. The FPSC will address the dispute as soon as possible. If T-Mobile overcharges the FPSC on any monthly invoice and the overage is paid, T-Mobile must issue a credit in the amount of the overage plus interest charges at prime lending rates. Interest will be calculated from the date such payment is received by T-Mobile, until the date such credit is issued.

SECTION 6: Contract Managers and Notices

Any notices, requests, demands or other communications which may be required hereunder must be in writing and must be delivered by either first-class United States mail or email to the below recipients. The Contract Manager for this Contract on behalf of the FPSC is the person serving as the Contract Manager or such individual's designee.

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As of the date of this Contract, the FPSC Contract Manager is:

Curtis J. Williams
Senior Analyst
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
cjwillia@psc.state.fl.us
Telephone Number: (850) 413-6924
Fax: (850) 413-6925

As of the date of this Contract, the T-Mobile Contract Manager is:

Annette M. Bisbee
Sr. Contracts Negotiation Manager, Legal Affairs-Public Sector
T-Mobile USA, Inc.
2340 Dulles Corner Blvd.
Herndon, VA 20171
Annette.M.Bisbee@T-Mobile.com
Telephone Number: (703) 433-4628

With an email copy to: Legal_Government_Contracts@T-Mobile.com

All communications regarding the work performed under this Contract must be made between the Contract Managers when feasible and reasonable. Any notice required or permitted to be given or made in the Contract must be served upon the Contract Managers at the above addresses. Changes in the person serving as Contract Manager will be made in writing.

SECTION 7: Implementation

T-Mobile will begin providing basic TRS over its relay system for the State of Florida by March 1, 2025.

SECTION 8: Languages Served

T-Mobile will provide relay service to users who use English, Spanish, or written American Sign Language.

SECTION 9: Transfer to New Provider

At the end of the service term of this Contract, including any renewals thereof, T-Mobile will reasonably assist in the transfer of the FRS to the new provider selected by the Commission.

Furthermore, T-Mobile must make every effort to ensure service is transferred to the new provider so that relay users do not experience an interruption in service. The relay service and consumer service 800 or other telephone numbers must be made available to the new provider,

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with the new provider paying any costs associated with transferring the numbers to the new provider. Provision of customer profile data to the incoming provider must be completed at least sixty (60) days prior to T-Mobile's last day of service. The following actions will also be taken by T-Mobile:

- 1) Efforts will be made to accomplish the transfer of service by means of toll-free number portability so that a toll-free number change for FRS is not needed. If a toll-free number change for FRS is necessary, intercept referral service to the new provider will be made available by T-Mobile as of the date of the transfer and continuing for a period of three (3) consecutive months thereafter.
- 2) T-Mobile will designate a person to coordinate the transfer and communicate with the Commission and the incoming provider concerning the transfer.
- 3) Complaints in process on the effective date of the transfer of service to the new provider must be responded to by T-Mobile within fifteen (15) days of such effective date.
- 4) If there are any other published administrative lines, service will be maintained for a period of sixty (60) days after date of transfer of service to the new provider, and callers will be referred to the new provider during such period.

SECTION 10: Independent Contractor

The Parties acknowledge that they are independent entities. Neither Party will represent itself as agent or employee of the other, nor bind itself as agent or employee of the other, nor will either Party bind or represent that it has the ability to bind the other to any financial or legal obligation. The Parties acknowledge that neither this nor any provision hereof will be deemed to create a partnership or joint venture between the Parties. T-Mobile and its agents will be deemed to be independent contractors in the performance of this Contract and will be wholly responsible for the work to be performed and for their employees.

SECTION 11: Order of Precedence

In the event of an inconsistency between provisions of this Contract, the RFP, and T-Mobile's Response, the inconsistency must be resolved by giving precedence in the following order:

- 1) The terms and conditions contained in this Contract.
- 2) The RFP.
- 3) T-Mobile's response to the RFP.

SECTION 12: Examination and Entirety

This Contract will become binding when executed by both parties. This Contract, as defined in paragraph 2) of Section 1 hereof, constitutes the complete understanding and agreement of the

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parties with respect to the subject matter thereof and supersedes all prior or contemporaneous agreements, understandings, or offers, whether written or oral. This Contract may not be changed or modified except by a formal amendment hereto executed by the authorized representatives of both T-Mobile and the Commission.

SECTION 13: Waiver of Rights

The waiver of one Party of any breach of this Contract by the other party will not be deemed to be a waiver of any succeeding breach. The delay or failure by the FPSC to exercise or enforce any of its rights under this Contract will not constitute or be deemed a waiver of FPSC's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 14: Interpretation

The parties agree that this Contract must be interpreted without application of any rules of construction which require a stricter interpretation against the drafter of the document.

SECTION 15: Force Majeure, Notice of Delay, and No Damages for Delay

T-Mobile will not be responsible for delay resulting from failure to perform if neither the fault nor the negligence of T-Mobile and its employees or agents, contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond T-Mobile's control, or for any of the foregoing that affect T-Mobile's subcontractors or suppliers if no alternate source of supply is available to T-Mobile. In case of any delay T-Mobile believes is excusable, T-Mobile must notify the FPSC in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if T-Mobile could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date T-Mobile first had reason to believe that a delay could result. **THE FOREGOING WILL CONSTITUTE T-MOBILE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, must be asserted against the FPSC. T-Mobile will not be entitled to an increase in the Contract price or payment of any kind from the FPSC for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist T-Mobile must perform at no increased cost, unless the FPSC determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the FPSC may (1) accept allocated performance or deliveries from T-Mobile, or (2) purchase from other sources (without recourse to and by T-Mobile for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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SECTION 16: Liquidated Damages for Failure to Initiate Services on Time or to Provide Contracted Services for the Life of the Contract

It is expressly understood by the FPSC and T-Mobile that this provision for liquidated damages is reasonable and necessary for the protection of the FPSC. The parties further agree that because actual damages cannot be calculated, it is reasonable and necessary to assess liquidated damages from T-Mobile for failure to provide contracted services for the life of the Contract.

Implementation of the FRS in a timely manner is essential. Failure by T-Mobile to implement the service by March 1, 2025, will be considered a significant and material breach of this Contract. For every day the service is delayed, T-Mobile must pay to the Administrator, for deposit in its operating fund, the sum of \$25,000.

Liquidated damages may accrue up to the following amounts for each breach. Liquidated damages for any particular month may not exceed the actual monthly revenue from the provision of services pursuant to the Contract.

- 1) For failure to meet answer time requirements - \$1,000/day.
- 2) For failure to meet blockage rate or transmission level requirement - \$1,000/day.
- 3) For failure to meet complaint resolution requirement - \$1,000/complaint.
- 5) For failure to provide timely reports - \$500/day.
- 6) For failure to meet minimum typing speed of 60 words per minute on live traditional relay calls - \$1,000/day.

For failure to provide contracted services for the life of the Contract, the FPSC reserves the right to require the payment by T-Mobile of liquidated damages in the amount commensurate with the duration and extent of the system deficiencies.

Any liquidated damages may be paid by means of the Administrator deducting the amount of the liquidated damage from a monthly payment to T-Mobile. Such action will only occur upon order of the FPSC.

SECTION 17: Dispute Resolution

Any dispute concerning performance of the Contract will be decided by the FPSC or the FPSC's designated Contract manager, who must reduce the decision to writing and serve a copy on T-Mobile. The decision will be final and conclusive unless within twenty one (21) days from the date of receipt, T-Mobile files with the FPSC a petition for administrative hearing. The FPSC's decision on the petition will be final, subject to T-Mobile's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to T-Mobile's ability to pursue any other form of dispute resolution provided; however, the parties may employ the alternative dispute resolution procedures outlined in Chapter 120, F.S. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises

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out of or relates to the contract will be the appropriate state court in Leon County, Florida; in any such action, Florida law will apply and the parties waive any right to jury trial.

SECTION 18: Severability

If a court deems any provision of the Contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.

SECTION 19: Public Records

Unless otherwise exempt from disclosure under Chapter 119, F.S., or Section 24(a) of Article I of the State of Florida Constitution, all documents qualifying as public records must be made available by T-Mobile to the requestor, for public inspection. The FPSC may unilaterally cancel the Contract for refusal by T-Mobile to allow such public access. T-Mobile must:

- 1) Keep and maintain public records required by the FPSC in order to perform the service.
- 2) Upon request from the FPSC's custodian of records, provide the FPSC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Public Records Law or as otherwise provided by law. If T-Mobile fails to provide public records to the FPSC, T-Mobile may be subject to penalties under Section 119.10, F.S. If T-Mobile does not comply with the FPSC's request for records, the FPSC will enforce the provisions of this Contract and will assess reasonable costs from T-Mobile associated with the enforcement of this Contract.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if T-Mobile does not transfer the records to the FPSC.
- 4) Upon completion of the Contract, transfer, at no cost, to the FPSC all public records in possession of T-Mobile or keep and maintain public records required by the FPSC to perform the Contract. If T-Mobile transfers all public records to the FPSC upon completion of the Contract, T-Mobile must destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If T-Mobile keeps and maintains public records upon completion of the Contract, T-Mobile must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the FPSC in an Adobe PDF format.

IF T-MOBILE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 413-6770, clerk@psc.state.fl.us, 2540 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-0850.

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If T-Mobile has a specific question arising out of any public records request, such contact to the FPSC must be made immediately, and no later than within 24 hours of such request.

The FPSC and T-Mobile acknowledge that this Contract, including all elements identified in Section A. 20 of the RFP, is a public record, is available to the public for inspection, and may be posted on a web site by the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latter date written below ("effective date").

T-MOBILE USA, INC.

FLORIDA PUBLIC SERVICE COMMISSION

Signed by:
By: George Fischer
George Fischer
Sr. Vice President, T-Mobile for Business
T-Mobile USA, Inc.
2340 Dulles Corner Blvd.
Herndon, VA 20171
Telephone: (908) 801-4000
george.fischer@t-mobile.com

By: Braulio L. Baez
Braulio L. Baez
Executive Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Telephone: (850) 413-7013
bbaez@psc.state.fl.us

Date: 1/31/2025

Date: 2/4/25

Approved by:
DocuSigned by:
Josli Dickinson
T-Mobile USA, Inc. Legal Department

Date: 1/31/2025

Approved as to form and legality:

Jacob Imig
Jacob Imig
Attorney
Office of the General Counsel
Florida Public Service Commission

Date: 2/4/2025