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DECLASSIFIED

See 01856-00

January 31, 2000

RECEIVED - FPSC
JAN 31 AM 10:32
RECORDS AND REPORTING

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Sprint's Interim Proposal; Docket No. 991222-TP.

CONFIDENTIAL DOCUMENTS ATTACHED

Dear Ms. Bayó:

Enclosed with this letter are the unredacted documents referred to in Sprint's Request for Confidential Classification Pursuant to Section 364.183(1), Florida Statutes, which was filed on this date with the Division of Records and Reporting. The entire document is considered confidential. listing of the document(s), or excerpts therefrom, follows:

- I. Sprint's interim proposal in its entirety

Please keep the document(s) confidential pending receipt and action on the Company's Request for Confidential Classification relating to these documents.

Sincerely,

Charles J. Rehwinkel

Enclosure
RECEIVED & FILED

man
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01266 JAN 31 8

FPSC-RECORDS/REPORTING



Anthony G. D'Agata
VP & GM of GSD
13221 Woodland Park Road
Herndon, VA 20171
Tel: (703) 904-2003
Fax: (703) 904-2612
Mailstop: VAHRNA0615

January 28, 2000

The Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Attn: Mr. Richard Tudor

Subject: Sprint's Interim Solution Proposal to Provide Florida TRS

Dear Mr. Tudor:

Sprint is pleased to offer you this proposal to provide relay service to the State of Florida on an interim basis until the current protest of the award for the Florida TRS contract is resolved. Sprint proposes to provide relay service to the State of Florida for a one-year period with provisions for both (1) transition into the Florida TRS contract as awarded to Sprint and negotiated on January 11, 2000, and (2) early termination by the State if required.

Sprint is aware of the difficulties presented to the State by the fact that the Florida TRS contract award has been protested. We have delved to offer the State a solution that is flexible to meet the State's needs as the contract award process continues. To that end, Sprint proposes to provide relay services to the State of Florida for a one-year period beginning on or before June 1, 2000 and continuing through May 31, 2001. Sprint's interim service will mirror all of the feature-rich, best cost-value solutions offered in our proposal for Florida TRS dated November 10, 1999. The proposed rate for services rendered under an interim contract will be \$0.85 per session minute.

(1) If and when the State of Florida resolves the current protest in favor of Sprint and subsequently enters into a contract with Sprint to provide Telecommunication Relay Service at the originally proposed rate and for the original term of the proposed contract, Sprint will credit the State for a portion of the difference between the interim contract billing rate and the Florida TRS contract rate for every minute that was billed under the interim contract. The amount of credit is contingent upon the duration of the interim contract. The interim contract must continue for a minimum of nine (9) months to qualify for credits to be assessed against Sprint's Florida TRS contract. After nine (9) months of service under the interim contract, Sprint will credit to the State \$0.025 per session minute up to the total number of minutes that had been billed under the interim contract. If the interim contract continues for a period of one year prior to the award of the Florida TRS contract to Sprint, Sprint will credit the state \$0.06 per session minute up to the total number of minutes that had been billed under the interim contract. Credits will apply to minutes billed against the Florida TRS contract subsequent to the termination of the interim agreement.

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Mr. Richard Tudor
January 28, 2000
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(2) If, after entering into an interim contract with Sprint, the State of Florida should resolve the current protest in such a manner that the Florida TRS contract is not awarded to Sprint, the State may terminate Sprint's interim contract after six (6) months of service and with 60 days advance notice. Early termination may be accommodated only by the State's agreement to pay term liabilities assessed by Sprint. These liabilities are to cover fixed costs that can only be recovered by Sprint if the contract continues for the twelve months of the interim contract. These costs include facility lease and buildout, office furniture and equipment, computer equipment, telephone lines and switch upgrades, employee recruitment and hiring, and applicable tear-down expenses.

For termination of the interim contract after six (6) months of service without the subsequent award of the Florida TRS contract to Sprint, the State would be liable for termination costs of \$500,000. For similar termination after (9) months, the State would be liable for termination costs of \$200,000. This proposal is based on the contingent that the State will not terminate the interim contract prior to six (6) months service.

This proposal is based on a few assumptions that must be true in order to validate this offer.

1. The RFP requirement for in-state handling of relay calls will be waived for the duration of the interim contract. Under this contract, Sprint will have the flexibility to service the Florida relay service from any of our 11 centers at any given time during the term of the interim agreement.
2. Sprint will be the only provider of relay services to the State of Florida for the period of this interim solution.
3. Florida can terminate the interim contract to award the Florida TRS contract to Sprint at any time.

In order to meet the proposed implementation date of June 1, 2000, Sprint requires the State's approved contract no later than February 15, 2000. This time is necessary to allow time for the necessary facility upgrades and the hiring and training of additional personnel.

Lastly, Sprint is including in this package a revised draft version of the Florida TRS contract. This version is proposed for use on the interim contract.

If you have any questions concerning this proposal, please contact Mike Ellis at (303) 297-5268. Sprint looks forward to the early resolution of the current protest concerning the award of the Florida TRS contract and we look forward to working with the State of Florida and the Public Service Commission to provide quality relay service once more.

Sincerely,

C J Clements for Anthony D'Agata



Anthony G. D'Agata
VP & GM of GSD
13221 Woodland Park Road
Herndon, VA 20171
Tel: (703) 904-2003
Fax: (703) 904-2612
Mailstop: VAHRNA0615

January 27, 2000

I will be out of the office January 28th. In my absence Cathy Clements has signature authority.



Anthony G. D'Agata, Vice President and General Manager



Cathy Clements, Director

INTERIM AGREEMENT

This Agreement ("Agreement") is made between Sprint Communications Company, L.P. (hereinafter called "Sprint") and the Florida Public Service Commission (hereinafter called the "Commission" or "PSC") whereby Sprint shall provide Florida Relay Service ("FRS") as more specifically set forth below.

Sprint and the Commission agree as follows:

SECTION 1: Definitions

- 1) "Agreement" includes the terms and conditions contained herein and in the following documents: Florida Public Service Commission Request For Proposal dated October 7, 1999 (hereinafter called "RFP"), which is incorporated herein by reference and made a part hereof as if fully set forth herein and Sprint's Response dated November 10, 1999 (hereinafter called "Sprint's Response") to the RFP, which is incorporated herein by reference and made a part hereof as if fully set forth herein.
- 2) "Parties" refers to Sprint and the Commission.
- 3) "Subcontractor" shall mean Communication Service for the Deaf and Precision Response Corporation (hereinafter called "CSD" and "PRC" respectively) or any other qualified subcontractor approved by both Sprint and the Commission.
- 4) "Florida TRS contract" shall mean the contract resulting from proposal submitted in response to Florida's solicitation for Telecommunications Relay Service, Docket No. 991222-TP.

SECTION 2: Purpose

This contract is being established between the PSC and Sprint to provide telecommunication relay service to the State of Florida on an interim basis until the Florida TRS contract is awarded.

SECTION 3: Contract Term

This term of this contract begins on June 1, 2000 and continues for a maximum of twelve (12) months from final implementation (through May 31, 2001). If a rollover-implementation schedule is agreed to by all parties, the start date of this contract will be as of the first implementation but for purposes of calculating the duration of this contract, June 1, 2000 shall apply.

SECTION 4: Early Termination

This contract will terminate immediately upon the award of the Florida TRS contract to Sprint. The PSC may terminate this interim contract for award of the Florida TRS contract to a party other than Sprint only after six (6) months of service (December 1, 2000).

A. Early Termination for award of Florida TRS contract to Sprint

This contract will be terminated immediately upon the award of the Florida TRS contract to Sprint. The PSC may terminate this contract for award to Sprint any at point during this agreement's term.

If this interim contract remains in effect for a minimum of nine (9) months (March 1, 2001), upon issuance of the Florida TRS contract, Sprint will begin crediting the PSC at a rate of \$0.025 per session minute up to the total number of minutes that Sprint billed the PSC under the interim contract. If this interim contract remains in effect for a minimum of twelve (12) months (June 1, 2001), upon issuance of the Florida TRS contract, Sprint will begin

crediting the PSC at a rate of \$0.06 per session minute up to the total number of minutes that Sprint billed the PSC under the interim contract. These credit amounts, as applicable, will be applied to each minute billed under the Florida TRS contract up to the total number of minutes that Sprint billed the PSC under the interim contract.

B. Early Termination due to Award of Florida TRS contract to a party other than Sprint

This contract may not be terminated for purposes of awarding the TRS Florida contract to a party other than Sprint within the first six (6) months of contract performance (December 1, 2000). The PSC may terminate this contract at any time after the first six months of performance provided they provide Sprint with written notice of their intent to terminate at least 60 days in advance of the termination date. If this contract is terminated after six months of service and prior to the completion of nine months of service, the PSC shall pay Sprint termination costs in the amount of \$500,000. If this contract is terminated after nine months of service but prior to the completion of twelve months of service, the PSC shall pay Sprint termination costs in the amount of \$250,000. These payments, as appropriate, will be included in Sprint's final invoice and will be payable in full with in accordance with payment terms provided elsewhere herein.

SECTION 5: Records

The Commission, Administrator and the State of Florida Auditor General shall have reasonable access to the records of Sprint and its Subcontractor(s) directly relating to the FRS in order to verify charges, credits and other standards of performance to be rendered pursuant to the provisions of this Agreement. If an audit of Sprint's records relating to this contract is requested by the PSC or by any other third party, the party requesting the audit will be responsible for the costs of that audit.

Sprint shall not be required to submit the information contained in its customer database to the State of Florida or to any other designee except for:

- 1) resolving any consumer complaint by the PSC staff and
- 2) providing such data to relay service provider succeeding this contract.

SECTION 6: Invoices

Sprint shall submit invoices on a monthly basis for costs incurred during the previous month. Payment is due within 30 days of receipt of a proper invoice. If payment is not received within the 30 day due date, the PSC 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.

The invoices provided by Sprint for the FRS shall specify to whom payment shall be made and the address to which such remittance shall be mailed. If the Administrator disputes any portion of a monthly invoice, it shall provide to Sprint a detailed explanation of and manner of calculations of disputed amounts. Sprint will promptly address the claim with the Administrator and attempt to resolve it within thirty (30) days. If the Administrator and Sprint cannot resolve the issue within thirty (30) days of the due date of the bill, Sprint shall so advise the Commission. If Sprint overbills the Administrator on any monthly invoice and the Administrator pays such overage, Sprint shall issue a credit in the amount of the overage plus interest. Interest shall be calculated from the date such payment is received by Sprint ("Payment Date"), until the date such credit is issued.

SECTION 7: Contract Managers

The Contract Managers for this Agreement on behalf of the Commission is the person serving as the Director of the Commission's Division of Telecommunications or such individual's designee. As of the date of this Agreement, the Contract Manager is:

DRAFT dated 1/28/00

Richard N. Tudor
Assistant Director, Division of Telecommunications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
Telephone number: (850) 413-6516
Facsimile number: (850) 413-6517
E-Mail address: rtudor@psc.state.fl.us

The Account Manager for this Agreement on behalf of Sprint is:

Mr. Robert Giuntoli, Account Manager
Sprint
222 W. Coleman Blvd., Suite 114
Mt. Pleasant, SC 29464
Voice: 843 856 8924
TTY: 1 800 644 2289
Facsimile: 843 971 6809
E-Mail address: robert.w.giuntoli@mail.sprint.com

All communications regarding this Agreement should be made between the Contract Manager and Account Manager when feasible and reasonable. Any notice required or permitted to be given or made in the Agreement shall be served upon the Contract/Account Manager at the above addresses. Changes in the person serving as Contract/Account Manager will be made in writing.

SECTION 8: Implementation

Sprint shall fully implement the relay system for the State of Florida by June 1, 2000. A rollover implementation, wherein Sprint begins to take percentages of traffic prior to this implementation date, may be instated upon the mutual agreements of the PSC, Sprint, and the incumbent relay provider, MCI.

SECTION 9: Foreign Language Relay/Translation

Spanish to English translation allows relay calls to be translated from Spanish to English and English to Spanish by Sprint's bilingual CAs. Translation services are offered as part of Sprint's basic relay service. Sprint also agrees to provide at least one (1) CA position that will provide French Creole relay and translation services. All standards for relaying communications, as discussed in the RFP and proposal, are applicable to relay calls which are translated.

SECTION 9: Roaming Service

Roaming service allows FRS calls to both originate and terminate outside the State of Florida. Roaming service is offered as part of Sprint's base relay service. The PSC staff will monitor calling volumes for roaming traffic. If at any time the PSC decides it no longer wants roaming service, Sprint shall terminate this service at no cost to the State of Florida.

SECTION 10: Discount for Dual-Sensory Impaired

This is to clarify Sprint's proposal, incorporated herein, so that Sprint will provide a 50% discount off their rate for non-relay calls for voice and TDD callers using the relay system. Sprint will provide an additional 10% (for a total of a 60% discount) for calls to or from dual-sensory impaired customers. The PSC and FTRI will work with Sprint to identify dual-sensory impaired customers eligible for the additional discount.

SECTION 11: Transition to New Provider

At the end of the service term of this Agreement including any renewals thereof, Sprint will reasonably assist in the transfer of the FRS to the new Provider when same is selected by the Commission.

Furthermore, Sprint will use reasonable efforts to ensure the following:

1. Efforts will be made to accomplish the transfer of service by means of 800/900 number portability so that an 800 or 900 number change for FRS is not needed. If an 800 or 900 number change for FRS is necessary, intercept referral service to the new Provider will be made available by Sprint as of the date of the transfer and continuing for a period of three (3) consecutive months thereafter.
2. Sprint 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 should be responded to by Sprint 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 12: Order of Precedence

In the event of an inconsistency between provisions of this Agreement, the RFP and Sprint's Response, the inconsistency shall be resolved by giving precedence in the following order:

1. The terms and conditions contained in this document.
2. Sprint's Response.
3. The Request for Proposal.

SECTION 13: Headings

The title of this Agreement and the Section headings used herein are for the convenience of reference only, and shall not be construed as part of this Agreement nor as an indication of the Section meaning or intent.

SECTION 14: Examination and Entirety

This Agreement shall become binding when executed by both parties. This Agreement, as defined in Section 1(a) hereof, constitutes the complete understanding and agreement of the parties with respect to the subject matter thereof and supersedes all prior, or contemporaneous agreements, understandings or offers whether written or oral. This Agreement may not be changed or modified except by a formal amendment hereto executed by the authorized representatives of both Sprint and the Commission.

SECTION 15: Waiver of Rights

The waiver of one party of any breach of this Agreement by the other party shall not be deemed to be a waiver of any succeeding breach.

SECTION 16: Interpretation

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

DRAFT dated 1/28/00

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DRAFT dated 1/28/00

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

Sprint Communications Company, L.P.

By: _____

Title: _____

Date: _____

Florida Public Service Commission

By: _____

Title: _____

Date: _____