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February 7, 2000

Mr. Richard Tudor
Florida Public Service Commission
2450 Shumard Oaks, Blvd.
Tallahassee, Florida 32399-0850

Re: Emergency Procurement Service for Docket No. 991222-TP - Response to R. Tudor Inquiry

Dear Mr. Tudor:

In response to your email inquiry of February 7, 2000, AT&T responds as follows. I understand you to be asking about AT&T's response to section B.47 of the RFP, and inquiring whether you should presume "[AT&T's] interim proposal regarding liquidated damages to be the same as [AT&T's] liquidated damages proposal in the permanent proposal". Please do not presume that this is the case. To date, much to AT&T's concern and disappointment, there has been great confusion about AT&T's response to the liquidated damage provision. AT&T attempted to clarify such misunderstandings in its January 6, 2000 letter, and wishes its interim and permanent RFP proposals to be considered in conjunction with AT&T's clarification efforts in its January letter.

In addition, in making its interim proposal, AT&T submits the following further clarifications.

First, AT&T's utmost priority is to understand any different needs or contract specifications the Commission might design in seeking to procure emergency procurement services. If the Commission has any interim contract specifications, AT&T would like an opportunity to consider such and respond. AT&T would quickly undertake to consider its ability to meet any such needs. For example, if the Commission has different liquidated damages specifications, AT&T requests to be informed of the same so that it might have a chance to respond affirmatively. AT&T is eager for the opportunity to serve the needs of the Commission and the citizens of Florida, and we hope to bring you the best Telecommunications Relay Service.

Second, in the absence of any further interim specifications regarding liquidated damages, AT&T alternatively offers to amend section B.47 of its RFP reply to reflect AT&T's willingness to agree to the same liquidated damages provisions as MCI agreed to in its current contract with the Commission. In place of its own responses, AT&T would adopt MCI's compliant responses to sections A.22 on pages 11-12 and B.44 on pages 93-94 of the 1996 RFP in their entirety, thereby leaving undisturbed the contractual advantages currently enjoyed by the Commission and Florida consumers.

I hope this answers your questions. Please do not hesitate to contact me with any contract specifications for interim/emergency service, or with any further questions you may have. It is AT&T's goal to provide service to meet the needs of Florida's relay customers. Thank you.

Sincerely,

Sue Decker

D. Sue Decker
Ph: (908) 221-8144
Email: sdecker@att.com

Cc: Blanco Bayo (to be filed by hand delivery on February 8, 2000)

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