

ORIGINAL

STATE OF FLORIDA

Commissioners:
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E. LEON JACOBS, JR.
Lila A. Jaber



PUBLIC SERVICE COMMISSION
RICHARD TUDOR
ASSISTANT TELECOMMUNICATIONS
DIRECTOR
(850) 413-6016 (V)
(850) 413-6017 (F)
rtudor@psc.state.fl.us

Public Service Commission

March 6, 2000

991222-TP

Mr. Don Rawlings, Senior Contracts Administrator
Sprint Communications Company, L. P.
Mailstop: VARHNA0608
13221 Woodland Park Road
Herndon, VA 20171

Dear Mr. Rawlings:

Enclosed is a signed copy of the contract between the Florida Public Service Commission and Sprint for the provision of Florida relay service. We have received and are currently reviewing the performance bond and will let you know if we have any questions.

I have enjoyed working with you in preparing this contract and look forward to having Sprint serve as Florida's relay provider. If you have any questions of me, please contact me.

Sincerely,

Richard Tudor
Assistant Director

- AFA _____
 - APP _____
 - CAF _____
 - CMU _____
 - CTR _____
 - EAG _____
 - LEG _____
 - MAS _____
 - OPC _____
 - RRR _____
 - SEC _____
 - WAV _____
 - OTH _____
- cc: Laura King
Martha Brown
Don McDonald
Rick Moses
James Forstall
Division of Records and Reporting ✓
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DOCUMENT NUMBER-DATE

02989 MAR-78

FPSC-RECORDS/REPORTING

ORIGINAL

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

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 "FPSC") 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 (RFP) for Telecommunications Relay Service, Docket No. 991222-TP dated October 7, 1999 (hereinafter called "RFP")
- Sprint's Response dated November 10, 1999 (hereinafter called "Sprint's Response") to the RFP

Both of these documents are incorporated herein by reference and made a part hereof as if fully set forth herein.

- 2) "Sprint" shall mean Sprint Communications Company, L.P. and shall include any successor entity now existing or in the future created.
- 3) "Parties" refers to Sprint and the FPSC.
- 4) "Subcontractor" shall mean Communication Service for the Deaf, Precision Response Corporation, and New Mexico Relay Network (hereinafter called "CSD", "PRC", and "NMRN" respectively) and any other qualified subcontractor.

SECTION 2: Contract Term

This term of this contract is for three (3) years with the option to extend for two (2) additional one (1) year periods. The contract start date is June 1, 2000, however, if a rollover-implementation schedule is agreed to by all parties, service may begin on a date prior to the contract date. Sprint shall notify the FPSC of its desire to or not to extend the contract into the option periods by April 1, 2002 and April 1, 2003 respectively. The FPSC shall notify Sprint of their intent to exercise the following option period by June 1, 2002 and June 1, 2003 respectively. Exercise of the option years will be by mutual consent.

SECTION 3: Records

As authorized by Florida law, 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 FPSC or by any other third party, the party requesting the audit will be responsible for the costs of that audit. Audit costs as defined hereunder shall not include costs incurred by Sprint to comply with the audit.

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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 FPSC staff and
- 2) providing such data to the relay service provider succeeding this contract.

SECTION 4: Billing Rate

Sprint will bill the FPSC at the rate of \$0.72 per session minute for intrastate relay calls processed for the State of Florida.

SECTION 5: 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 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.

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 FPSC or its assigned Administrator disputes any portion of a monthly invoice, the disputing party shall provide to Sprint a detailed explanation of and manner of calculations of the disputed amounts. Sprint will promptly address the claim with the FPSC or its Administrator and attempt to resolve the problem within thirty (30) days. If the dispute is between FPSC's Administrator and Sprint and these two parties cannot resolve the issue within thirty (30) days of the due date of the bill, Sprint shall so advise the FPSC. If Sprint overbills the FPSC on any monthly invoice and the overage is paid, Sprint shall issue a credit in the amount of the overage plus interest charges at prime lending rates. Interest shall be calculated from the date such payment is received by Sprint ("Payment Date"), until the date such credit is issued.

SECTION 6: Contract Managers

The Contract Manager for this Agreement on behalf of the FPSC 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:

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

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222 W. Coleman Blvd., Suite 114
Mt. Pleasant, SC 29464
Voice: (843) 856 8924
TTY: (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 7: 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 FPSC, Sprint, and the incumbent relay provider, MCI.

SECTION 8: 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 that are translated.

SECTION 9: Roaming Service

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

SECTION 10: 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.

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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 11: Independent Contractor

The Parties acknowledge that they are independent entities. Neither Party shall represent itself as agent or employee of the other, nor shall either Party bind or represent itself as agent or employee of the other, nor shall either Party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The Parties acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the Parties. Sprint is and shall be deemed to be an independent contractor in the performance of this Agreement and shall be wholly responsible for the work to be performed and for the supervision of its employees.

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 RFP

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 1.1 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.

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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.

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

**SPRINT COMMUNICATIONS COMPANY,
L.P.**

FLORIDA PUBLIC SERVICE COMMISSION

By: 

By: 

Printed Name: Anthony G. D'Agata

Printed Name: William D. Talbott

Title: Vice President & General Manager

Title: Executive Director

Date: March 3, 2000

Date: March 6, 2000