

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: July 5, 2011
TO: Ann Cole, Commission Clerk, Office of Commission Clerk
FROM: Ray E. Kennedy, Economic Analyst, Division of Regulatory Analysis
RE: Responses to pre- and post-bidders conference - Docket No. 110013-TP

RECEIVED-FPSC
11 JUL -5 AM 10:44
COMMISSION
CLERK

Please place the attached documents into the file for Docket No. 110013-TP. The documents consist of answers to questions and requests for information related to the pre- and post-bidders conference. An additional e-mail provides additional clarification to a question regarding Section A-5 of the request for proposal.

For your information, the closing date for the submission of proposals has been extended to a new date of July 13, 2011, with a closing time of 3:00 p.m. EST.

DOCUMENT NUMBER-DATE

04588 JUL -5 =

FPSC-COMMISSION CLERK

Ray Kennedy

From: Ray Kennedy
Sent: Wednesday, June 08, 2011 3:29 PM
To: 'Sidney.minnick.jr@att.com'; 'lstewart@lifelinks.net'; 'dixie.ziegler@hamiltonrelay.com'; 'mmaddix@sorenson.com'; 'dottie.cartrite@sprint.com'; 'arousseau@stellarrelay.com'; 'Lori.McCaffrey@mybighthouse.com'
Cc: 'Dave@sorenson.com'; 'sg7766@att.com'; Ray Kennedy
Subject: Q&A to Pre- and Post- Bidders Conference on Florida Relay
Attachments: RELAY RFP Questions with Answers.doc; Relay logo 1.jpg; Relay Contract Amendments.doc; Agreement.pdf

Good Afternoon,

I have several files attached addressing your questions pre- and post- bidders conference, and providing additional information that was requested.

Please note that we have moved the proposal submission due date one week to the right. **The proposals are now due on July 13, same closing time.** There was a question asking for an extension until July 20. We settled on July 13.

Thank you for your questions.

Ray Kennedy
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
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DOCUMENT NUMBER-DATE

04588 JUL-5 =

FPSC-COMMISSION CLERK

7/5/2011

Docket No. 110013-TP - Request for submission of proposals for relay service, beginning in June 2012, for the deaf, hard of hearing, deaf/blind, or speech impaired, and other implementation matters in compliance with the Florida Telecommunications Access System Act of 1991.

Questions and Answers – Florida Relay RFP

Hamilton

1. Section A-5, Certificate of Public Convenience and Necessity and Registration.

Will the Florida Public Service Commission be amending or supplementing paragraph 5 of the RFP in light of CS/CS/SB 1231, which will become effective July 1, 2011 - just a few days before the July 6, 2011 deadline for submitting bids? Will a potential bidder that does not currently hold a Florida Certificate of Public Convenience and Necessity and is not currently registered as an interexchange company be required to obtain a Florida Certificate of Public Convenience and Necessity and register as an IXC to comply with the bid specifications or will a potential bidder be allowed to apply for and receive a certificate of authority as contemplated in sections 30 and 31 of CS/CS/SB 1231?

Answer

This requirement is now moot and will not be evaluated due to the passage of the 2011 Regulatory Reform Act (HB 1231).

2. Section A-24 states, “If a breach of the contract by the provider occurs, the FPSC may, by written notice to the provider, terminate the contract upon 24 hours notice.” After notification of a breach, how many days is the vendor provided to correct said breach before the contract is terminated?

Answer

If a 24 hours notice of contract termination is sent to the provider, it means that breaches have not been cured, not likely to be cured, and the contract will be terminated. On a case-by-case basis, breaches will be addressed by the provider and Commission as they occur, with expectations of cure.

3. Section A-25, may a bidder submit proprietary confidential business information as part of its bid under a claim of confidentiality pursuant to Section 364.183(1), Florida Statutes, and Rule 25-22.006(5), F.A.C., or must the bidder file a formal request for confidential classification under Rule 25-22.006(4), F.A.C.?

Answer

A bidder may file a claim of confidentiality pursuant to Rule 25-22.006(5), F.A.C., or the bidder may file a formal request for confidential classification pursuant to Rule 25-22.006(4), F.A.C. The simplest way to file is under Rule 25-22.006(5), but either way is acceptable.

4. Section B-22 states that, "No roaming or guest options are to be allowed." Would the FPSC consider amending this section to allow ANI based billing which would allow Captioned Telephone to be billed in the same manner as traditional relay and eliminates the need for roaming or guest options requirements?

Answer

No.

5. Liquidated damages in Section B-59-a states that, "Liquidated damages shall accrue in amounts up to the following amounts per day of violation."
 - a. For failure to meet answer time requirements - \$25,000."

Vendor suggests that this read "Liquidated damages shall accrue in amounts of \$1,000 per day, up to a maximum of \$25,000 per month for failure to meet speed of answer requirements".

Answer

The requirement will remain as specified in the RFP. The Commission decides the penalty amount and it will be based upon severity and circumstances.

6. Section C-1-d states, "Each page of the entire proposal should be numbered at the bottom center of each page and each page should be consecutively numbered with no repetition of page numbers in the entire proposal. For example, there should only be one page 1, one page 50 and one page 500 in the entire proposal." Is it acceptable for the attachments supporting the information in the RFP to have their own numbering system? For example, a training manual, inserted as an attachment, might have its own page numbers and be labeled as A-1.

Answer

Attachments can have their own numbering system. Attachments should be labeled by letters, e.g., A, B, C, etc. Page numbers for attachments should begin with the attachment letter designator, e.g., A-1, B-1, C-1, etc.

7. Section E; Evaluation Method. According to the information provided by the FPSC, the billable minutes for CapTel for June, 2009 to July, 2010 amounts to almost 45% of the total billable minutes. Because CapTel makes up such a large portion of this contract, we respectfully request that the price proposals for both basic relay service and Captioned Telephone service be weighted at 20%, rather than 35% for basic relay and 5% for CapTel.

Answer

The RFP will not be changed.

8. Section C-6 states, "If the bidder intends to use a subcontractor to provide any part of the relay service, the bidder must also provide three customer references for the subcontractor and the information required in paragraph 5." We would request that this requirement be waived for subcontractors.

Answer

The requirement will not be waived.

AT&T

9. Page 32, Section 59A - It appears the answer time requirement is extremely high at \$25,000 per day. Will the state please consider changing the language for the answer requirement to read "Liquidated damages shall accrue in amounts of \$1,000 per day, for missing a daily ASA requirement, up to a maximum of \$25,000 per month for failure to meet speed of answer requirements?"

Answer

No.

10. Page 33, Section 61 - May the state provide a Certificate of Insurance to meet this requirement?

Answer

Yes. The bidder may provide the certificate of insurance that meets the RFP guidelines for insurance coverage as discussed at the bidders conference on May 20, 2011.

11. Page 33, Section 61 - May the certificate be provided upon award of the contract?

Answer

Yes.

12. Will the state please provide the current price per minute for TTY, Voice, STS and CapTel?

Answer

TTY, Voice, and STS - \$0.85 per minute

CapTel - \$1.47 per minute.

13. Page 46, Section E - Will the state please provide the monthly session minutes for Spanish relay?

Answer

April 2011 – 8,849 minutes

14. Page 36, Section 8 - Check list of Proposal Content. The contact person responsible for the proposal and the person signing the transmittal letter are two different individuals. The contact person develops and assembles the proposal and is responsible for its contents. May the contact person responsible for the proposal contents initial the checklist items?

Clarification/additional information from AT&T: The RFP states: "As a part of the bidder's proposal, the transmittal letter should be followed by the evaluation checklist in Section E. In the blank beside each item on the checklist, the company contact person who is responsible for the proposal and any subsequent contract and who signs the transmittal letter should initial (not check) each item in the check list which is contained within the proposal. The person initialing the checklist should ensure that each item in the checklist is also contained in its proposal and in the same order as the item appears in the checklist. The bidder should also indicate beside each item in the checklist the page number in its proposal where the item in the checklist can be found." Our senior vice president will be signing the transmittal letter. However, as the AT&T contact person for the RFP proposal responsible for the development of its contents, may I initial off on the checklist items since I'm developing the response and will know the location of all sections/responses?

Answer

Yes.

Bright House

15. Can you please clarify if you are requesting relay(transcription) capabilities or the underlying telecom services such as trunks in this RFP? Also, what is the service location?

Answer

The RFP is requesting relay services not underlying telecom services such as trunks and the service location is Florida.

AT&T (Post-Workshop)

16. Page 9, Section A7 - The current due date of 7-6-11 falls on a holiday week. Would the state be amenable to extending the due date to 7-20-11?

Answer

In consideration of the request, the due date is extended to July 13, 2011. The close time of 3:00 p.m. EST remains the same.

17. Page 32-33, Section B59 - The RFP states that the Commission may assess liquidated damages up to \$25,000 per day for failure to meet the daily ASA. Although the Commission has stated in its response to bidder's question that it will not change this amount, we would like to once again urge the Commission to reconsider this since \$25,000 is excessive and could potentially drive the price per minute to provide services under this agreement very high. Will the Commission please clarify how it will calculate assessment of liquidated damages? Will it be based on all mandatory services combined (traditional TTY and CapTel) or assessed separately?

Answer

Liquidated damages will be separately assessed on traditional TTY and CapTel.

18. Page 34, Section C1 - This section states: "The bidder should provide information concerning each item in the checklist; however, for items rated as pass/fail, the bidder may simply note that it has reviewed the item and agrees to comply with the item. For items for which points may be awarded, the bidder should explain how it will provide the service described in the RFP." There are several requirements rated as pass/fail, yet have language in the requirement specifying that certain information must be provided with the proposal. These include:

Page 22, Section B28, Obscenity Directed at the Operator

Page 35, Section C4, Financial Information

Page 35, Section C5, Experience and Customer References

Page 36, Section C6, Subcontractors

Page 36, Section C7, Bid Security Deposit

Will the state please clarify how these requirements should be answered?

Answer

Please note that Section C5, Experience and Customer References is not pass/fail and has an assigned maximum score of 200 points. When the section asks that data be provided, the bidder should provide the specified data when submitting its proposal, and when applicable, offer a response on how it will meet the RFP requirement.

19. General - Will the state please provide a copy of the contract template and Terms and Conditions template so we may review the language? Will the state be amenable to the provider red-lining the T&Cs for suggested changes?

Answer

The contract will consist of the RFP and the Proposal of the winning bidder, which defines the Terms and Conditions of the contract. See Page 12, Section 21. Red-lining is not permissible. However, on Page 34, in Section 2., the bidder is instructed how to identify the sections of the RFP with which it cannot or proposes not to comply with (explanations are required within the appropriate section of the proposal). There is an Agreement that will follow the contract award. So that bidders get some idea of what it looks like, the current Agreement between Sprint and the Commission is provided as an attachment. It contains the signatures of the Sprint and Commission representatives that were authorized to execute the Agreement.

20. At the request of AT&T Representative Stan Greer, staff provided a document summarizing the contract amendments that were administered during the current relay contract. This information is being provided to all potential bidders.

Answer

A Word file summarizing the contract amendments is attached. The file is named Relay Contract Amendments.doc. The recommendations that the Commission voted upon to amend the contract can be found in the on-line file for Docket No. 040763-TP. The following is a link to the website page:

<http://www.floridapsc.com/dockets/cms/docketFilings2.aspx?docket=040763>

21. Do we have permission to use the Florida Relay logo? If so, would you please have someone provide me a jpeg or other file with the log?

Answer

Permission is granted for use in the contract procurement. A jpg file is attached.

Sorenson (Post-Workshop)

22. I'm looking for information regarding the magnitude of Captioned telephone service in Florida, specifically the interstate and intrastate call levels by month. Is there a report that you can point me to for that information?

Answer

Month/Year	Interstate	Intrastate	General Assistance Calls
May 2010	16,064	66,762	13,551
June 2010	14,470	63,761	12,886
July 2010	13,393	62,218	12,269
August 2010	13,622	62,978	12,689
September 2010	13,248	60,387	12,287
October 2010	13,218	60,864	12,007
November 2010	13,074	59,382	11,420
December 2010	15,766	63,787	13,868
January 2011	15,534	62,537	12,931
February 2011	13,381	54,732	12,866
March 2011	14,976	61,596	12,471
April 2011	14,428	59,729	11,888

Sprint (Post-Workshop)

23. Attachment A, Section B. 56 Performance Bond – In order to reduce costs, would the PSC consider allowing vendors to provide annual Performance Bonds to be renewed each year rather than a performance bond covering the full term of the contract?

Answer

Please note that the Performance Bond requirement is found in Section B.55, not Section B.56. The performance bond should cover the term of the contract periods. The first contract period is three (3) years, thus the bond should cover three (3) years. For each successive one (1) year contract period, the bond should cover that specific year and can be separately renewed for each (1) year period.

24. Attachment A, Section B. 58 Reporting Requirements – Will the PSC please clarify if reporting requirements included in subsections a) through m) apply to Captioned Telephone or if CapTel reports should be provided in subsection l) only.

Answer

Captioned Telephone reports should be provided in subsection l. only.

Hamilton (Post-Workshop)

25. Will the FPSC please provide more recent call data than what is shared in Section E of the RFP; preferably the most recent 12 months? Can this data be broken out to show Spanish and STS usage?

Answer

BILLABLE MINUTES (INTRASTATE AND INTERSTATE)

MONTH & YEAR	*TOTAL SESSION MINUTES	*TOTAL SESSION MINUTES	TOTAL SESSION MINUTES	*TOTAL SESSION MINUTES
	TRS MINUTES	STS	SPANISH	Captioned Telephone Service
May 2010	259,021	1,708	13,211	221,631
June 2010	273,982	522	13,757	210,505
July 2010	279,439	1,582	13,749	201,798
Aug 2010	305,953	1,629	16,882	199,620
Sept 2010	282,016	2,904	13,873	190,528
Oct 2010	271,188	1,885	13,879	190,904
Nov 2010	260,012	1,447	13,960	195,184
Dec 2010	258,362	2,580	11,762	208,304
Jan 2011	267,121	1,926	12,617	209,578
Feb 2011	245,510	3,174	10,872	175,496
Mar 2011	262,117	3,924	11,140	194,290
April 2011	237,815	2,695	8,849	185,850

*MONTHLY INVOICE

Florida



. . . discover communication freedom

Florida Relay Contract Amendments

Amendment No. 1 – Removed language in paragraph 31 to adopt new FCC answer time requirement:

31. Answer Time

The provider is responsible for answering, except during network failure, 85% of all calls daily within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold, of reaching the relay switch. Elapsed time is calculated from the time inbound calls reach the relay switch. In calculating the percentage of calls meeting the answer time standard, the numerator shall be the total number of calls per day that are answered (with a CA ready to service) in 10 seconds or less. The denominator shall be the total number of calls per day reaching the relay switch ~~except that the total shall not include calls abandoned within 10 seconds after reaching the relay switch. However, calls abandoned after 10 seconds shall be included in the denominator. (Exception: If the provider is unable to differentiate between calls abandoned within 10 seconds and those abandoned after 10 seconds of reaching the relay switch, then all abandoned calls shall be included in the denominator.)~~

Amendment No. 2 - Removed language in Section B, paragraph 11(e) to allow a Communications Assistant to notify a caller that a TDD user is deaf or speech disabled. Approved by TASA Advisory committee on October 6, 2006.

11(e) Procedures for Relaying Communications

When the CA is asked to explain relay to a user, the CA shall express the term "explaining relay" to the other user on the call to let them know what is happening rather than transmitting all of the explanation. ~~The CA shall not inform the telephone user that the TDD user is hearing or speech disabled unless the TDD user asks the CA to do so.~~

Amendment No. 3 - Modified language in Paragraph 3, Paragraph 7, and Paragraph 56 to eliminate requirement for a relay center located in Florida, remove requirement for typing testing of Communications Assistants, and update the Performance Bond language to clarify the amount of the Bond should be the estimated amount of Sprint billing for Florida relay during the contract period.

3. Term of Contract

Service shall begin on June 1, 2005. The term of the contract will be an initial three year period. Upon mutual agreement between the FPSC and the provider, the contract may allow for the term to be extended for up to four additional one year periods. The provider shall notify the Florida Public Service Commission of its desire to extend service by June 1 the year before the current

service period expires. For example, if the contract service period is due to expire on May 31, 2008, the provider should notify the FPSC by June 1, 2007 that it desires a one year extension of service.

~~The provider shall be required to locate a relay center in the state of Florida.~~

7. Minimum Communications Assistant (CA) Qualifications/Testing

The provider shall adequately supervise and train its employees to always be courteous, considerate, and efficient in their contact and dealings with its customers and the public in general, and shall conduct periodic evaluations to ensure that courteous service is being rendered.

Bidders shall specify how they plan to demonstrate that CAs meet all necessary proficiency requirements. CAs shall be able to quickly and accurately type TDD relay messages. The provider shall use valid, unbiased tests for CAs on subjects including, but not limited to:

- a. Competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures, languages and etiquette. CAs must possess clear and articulate voice communications.
- b. A high school diploma or grade equivalent diploma. In addition, each candidate shall pass a high school level English comprehension and grammar test before being considered for employment.
- c. A minimum typing speed of 60 words per minute on live relay calls. Technological aids may be used to reach the required typing speed. ~~A minimum of 150 test calls per month using prepared scripts that reflect a typical conversation and calling through the relay system the same as other live calls shall be completed by the provider to ensure compliance with this requirement. A copy of the test results shall be provided monthly to the FPSC contract manager.~~ The method to be used to determine the typing speed is as follows. Start timing the CA when the CA begins to type the message to the TTY user. Count the number of characters including spaces and divide that number by five to determine the number of words per minute. It shall be the objective of the provider to test each CA at least once yearly. If a CA does not meet the 60 wpm requirement, the CA shall be taken off of live relay calls until further training and compliance can be accomplished...
- d. Ethics, e.g., how a CA deals with situations he may encounter.
- e. Confidentiality.

Any person who has not passed these tests shall not be utilized as a CA.

56. Performance Bond

The provider will be required to furnish an acceptable performance bond, certified or cashiers check, or bank money order equal to the estimated total ~~first~~ year price of the contract for the option year.¹ The bond shall be in effect for the entire duration of the contract and provided to the FPSC upon execution of the contract.

Amendment No. 4 – Renewed Sprint contract for an additional period effective June 1, 2009 and expiring May 31, 2010. Billing Rates were modified to show a cost of \$0.80 for TRS session minutes and \$1.40 for CapTel Session minutes. The amount of Sprint’s annual performance bond was set at \$7,661,137.

Amendment No. 5 – Renewed Sprint contract for an additional period effective June 1, 2010 and expiring May 31, 2011. Billing Rates were modified to show a cost of \$0.85 for TRS session minutes and \$1.47 for CapTel Session minutes. The amount of Sprint’s annual performance bond was set at \$5,852,937.

Amendment No. 6 - Removed Roaming and Guest Options for Florida CapTel phones. See Order No. PSC 10-0152-PAA-TP, issued March 15, 2010.

Amendment No. 7 - Renewed Sprint contract for an additional period effective June 1, 2011 and expiring May 31, 2012. Billing Rates were modified to show a cost of \$0.89 for TRS session minutes and \$1.54 for CapTel Session minutes. The amount of Sprint’s annual performance bond was set at \$4,582,763.

¹ A \$10 million performance bond remains in effect until June 1, 2008. Sprint is proposing a performance bond in the amount of \$6,840,000 for the option year beginning June 1, 2008.

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 telecommunication relay service (hereinafter also called "TRS") referred to as the Florida Relay Service (hereinafter also called "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 for Telecommunications Relay Service, Docket No. 040763-TP dated August 26, 2004 (hereinafter called "RFP")
- Sprint's Response dated November 2, 2004 (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 CSD, USA Networks, Inc. Precision Response Corporation (also referred to as "PRC"), New Mexico Relay Network (also referred to as "NMRN"), Caption Colorado, CapTel Inc. (also referred to as "CTI"), and Ultratec, Inc., and any other qualified subcontractor.

SECTION 2: Contract Term

The term of this contract is for three (3) years with the option to extend for four (4) additional one (1) year periods. The contract start date is June 1, 2005. Sprint shall notify the FPSC of its desire to or not to extend the contract into the option periods by June 1 the year before the current service period expires. The FPSC shall notify Sprint of its intent to exercise the requested option period within two months of receipt of Sprint's notification of its desire to extend. Exercise of the option years will be by mutual consent.

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

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.

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:

- a. resolving any consumer complaint by the FPSC staff and
- b. providing such data to the relay service provider succeeding this contract.

SECTION 4: Billing Rates

- 1) Standard TRS - Sprint will bill the FPSC at the rate of \$0.75 per session minute for intrastate relay calls processed for the State of Florida. This price includes the following features described in Sprint's proposal:
 - a) TRS Call Center located in Jacksonville, Florida dedicated to FRS Traffic.
 - b) TRS Call Center in Miami, Florida supporting other Sprint TRS customers.
 - c) Sprint Account Manager residing in Florida.
 - d) Sprint Quality Manager residing in Florida.
 - e) Third-party independent evaluation service for typing assessment.
 - f) One-Year or 30,000 call minutes (whichever comes first) of Sprint Relay Conference Captioning (also referred to as "SRCC")
 - g) Variable typing speed for the visually-impaired.
 - h) 60% off Sprint's MTDS rates as a Long Distance Discount for FRS users.
 - i) First three (3) minutes of all Intrastate LD calling free for FRS users.
- 2) CapTel – CapTel service, which includes the Two-Line CapTel enhancement, will be billed to the FPSC at the following rates dependent upon the number of CapTel call minutes incurred by Florida's CapTel users each month.

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

CapTel Call Minutes Per Month	Price per session minute
Less than 100,000	\$1.40
100,000.01 – 200,000	\$1.37
200,000.01 – 300,000	\$1.33
More than 300,000	\$1.30

- a) As part of CapTel service to Florida, the FPSC will pay for all incoming Two Line CapTel call minutes.

- 3) SRCC – As provided in paragraph 1f) above, there is no charge to the FPSC for the first year of Sprint Relay Conference Captioning or up to 30,000 call minutes, whichever comes first. Terms, conditions, and price will be negotiated when the FPSC elects to add this service to the contract.

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 overcharges 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 Chief of the Bureau of Service Quality or such individual's designee. As of the date of this Agreement, the Contract Manager is:

Rick Moses, Chief
Division of Competitive Markets & Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

Tallahassee, Florida 32399-0850
Telephone number: (850) 413-6582
Facsimile number: (850) 413-6583
E-Mail address: rmoses@psc.state.fl.us

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

To be provided before implementation of service starting June 1, 2005.

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

Don Rawlings
Senior Contract Administrator
Sprint
12524 Sunrise Valley Drive
Reston, VA 20196
Telephone number: (703) 689-7868
Facsimile number: (703) 689-7707
E-Mail address: don.j.rawlings@mail.sprint.com

All communications regarding the work performed under 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 Managers 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, 2005.

SECTION 8: Languages Served

Sprint will provide relay service to users who use English, Spanish, American Sign Language or French/Creole.

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.

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO 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 number portability so that an 800 number change for FRS is not needed. If an 800 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 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

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

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.

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:



Printed Name: Anthony G. D'Agata

Title: Vice President & General Manager

Date:

2/1/05

By:



Printed Name: Mary Andrews Bane

Title: Executive Director

Date:

2/4/05

Ray Kennedy

From: Ray Kennedy
Sent: Thursday, June 09, 2011 9:23 AM
To: 'Sidney.minnick.jr@att.com'; 'Istewart@lifelinks.net'; 'dixie.ziegler@hamiltonrelay.com'; 'mmaddix@sorenson.com'; 'dottie.cartrite@sprint.com'; 'arousseau@stellarrelay.com'; 'Lori.McCaffrey@mybriighthouse.com'
Cc: 'Dave@sorenson.com'; 'sg7766@att.com'; Ray Kennedy
Subject: RE: Q&A to Pre- and Post- Bidders Conference on Florida Relay Docket No. 110013-TP

Good Morning Everyone,

I would like to clarify the answer to the question below. I am concerned that you may interpret the answer as there being no need to respond to the entirety of Section A-5 of the RFP. You need not respond to the Florida Certificate of Public Convenience and Necessity and the Florida IXC registration matters. However, you will still need to address/acknowledge the portion of Section of A-5 that deals with FCC authority, which remains a pass/fail evaluation item.

1. Section A-5, Certificate of Public Convenience and Necessity and Registration.

Will the Florida Public Service Commission be amending or supplementing paragraph 5 of the RFP in light of CS/CS/SB 1231, which will become effective July 1, 2011 - just a few days before the July 6, 2011 deadline for submitting bids? Will a potential bidder that does not currently hold a Florida Certificate of Public Convenience and Necessity and is not currently registered as an interexchange company be required to obtain a Florida Certificate of Public Convenience and Necessity and register as an IXC to comply with the bid specifications or will a potential bidder be allowed to apply for and receive a certificate of authority as contemplated in sections 30 and 31 of CS/CS/SB 1231?

Answer

This requirement is now moot and will not be evaluated due to the passage of the 2011 Regulatory Reform Act (HB 1231).

Ray Kennedy
Florida Public Service Commission
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