

State of Florida



# Public Service Commission

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

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**DATE:** April 10, 2017  
**TO:** Carlotta Stauffer, Commission Clerk, Office of Commission Clerk  
**FROM:** Curtis J. Williams, Office of Telecommunications *CW*  
**RE:** Docket No. 170039-TP - Document Filing

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Please file the attached comments from Sprint on the proposed RFP in Docket No. 170039-TP.

Please let me know if you have any questions.

Thank You.

Attachment

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COMMISSION  
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State Regulatory Affairs

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April 3, 2017

Mr. Curtis Williams  
PRC Chairman  
c/o Ms. Carlotta Stauffer, Director  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

[Via Email cjwillia@psc.state.fl.us](mailto:cjwillia@psc.state.fl.us)

**RE: Docket No. 170039-TP  
Request for Submission of Proposals for Relay Service  
Comments of Sprint on Proposed RFP**

Dear Mr. Williams:

Pursuant to your request at the Bidder's Conference held March 23, 2017 in the above-referenced docket, I am writing to provide you with Sprint's comments on the proposed RFP. These comments are both a reiteration of the comments made orally at the Conference and a response to questions of Commission staff.

**1. Page 7, Section A. 6.f Definitions/Acronyms**

Will the State update the Blocked Call definition to calls "blocked by the relay platform" rather than the underlying carrier, in line with FCC requirements for providers to meet P.01 standard?

Explanation: This change is in line with industry standards and ensures that the relay service has adequate capacity and is built to avoid blockage. Blockages that occur in the carrier's network are beyond the control of the Provider.

**2. Page 10, Section A.9. Term of Contract**

Regarding the four optional additional one-year periods in the proposal, Sprint suggests that Bidders be permitted to bid a price for one or more of such optional one-year periods. That is, the Bidder would be required to bid a fixed price for the initial three-year period, and also would be permitted to bid a price for one or more of such optional one-year periods. Such Bidder, if successful, would then be obligated to provide the service for three years at the initial fixed price. After the initial three year period, the parties would have to option to agree to extend the Contract for up to four one-year periods at the fixed price bid for each such additional one-year period.

3. **Page 13, Section A.20. Contract Document**

Sprint suggests that the order of priority in the event of a conflict among portions of the Contract should be:

- a. The body of the Contract.
- b. The bidder's proposal in response to the RFP.
- c. The RFP.

Explanation: The reason for this suggestion is that if a Bidder excepts to a requirement in the RFP, and the Commission accepts such Bidder, and the parties do not thereafter negotiate the requirement further, the response to the RFP, containing the exception, ought to take priority over the RFP, containing the requirement. If it were otherwise, a Bidder would be unable to avoid the requirements of the RFP, even it made an exception to such requirements in its response.

4. **Page 13, Section A.21. Limited Liability**

Sprint suggests incorporating Section 427.707, Florida Statutes, into the RFP.

Explanation: Sprint recognizes that the statutory section referenced in the proposed RFP applies, but suggests incorporating it specifically to clarify that fact.

5. **Page 14, Section A.21. Cancellation/Availability of Funds**

Sprint suggests changing the cure period for breaches to 30 days from 14 days, and also allowing the Bidder to suspend or terminate the provision of products or services in the event of an uncured breach by the FPSC.

Explanation: A thirty day cure period is standard in industry agreements and in similar agreements Sprint has in other jurisdictions. Inclusion of a Bidder's Right to Terminate, along with FPSC's existing language, permits the RFP to include termination rights for both parties.

6. **Page 14, Section A.25. Public Records**

For section (d), Sprint suggests that the requirement to destroy documents be "upon written request."

Explanation: The addition of "upon written request" ensures that providers have sufficient notice of ongoing obligations post-contract.

7. **Page 17, Section A.34. Liquidated Damages for Failure to Initiate Services on Time or to Provide Contracted Services for the Life of the Contract**

Sprint suggests that the RFP be clarified by stating that the imposition of liquidated damages be subject to Section 33, Force Majeure. Sprint further suggests deleting subsection (f).

Explanation: Sprint hopes Staff will appreciate that even TRS providers offering a reliably high quality product, like Sprint does, need to be able to mitigate their potential losses from, for example, weather and other unexpected events that can temporarily harm service quality. Subsection (f) is ostensibly a liquidated damages provision, when in fact the damages described are open-ended and not liquidated.

8. **Page 25, Section B.20. Captioned Telephone Voice Carry Over**

Sprint recommends billing usage based on the customer's telephone number (i.e., known as ANI-billing) rather than based on the equipment serial number (ESN). While ESN billing was popular 10 years ago, only three of Sprint's current State customers (including Florida) currently use this system.

- Providers can process calls more efficiently using ANI billing as we can route calls to both Sprint and CapTel call centers. With this process, most CapTel calls are processed through a joint network of call centers using both CapTel call centers and CapTel seats in the TRS provider's call centers. In contrast, if we use ESN billing, all calls from Florida ANIs must be answered by CapTel (not state selected provider's) centers to determine if the user has a Florida ESN (and is a the provider's customer) or if they may be a customer from a competitor of the selected provider's state and should be billed back to that State.
- Because we are routing these calls less efficiently, callers may wait longer for service and the State pays a higher price per minute for the reduced efficiency.
- In an internal study of Florida usage, the impact of changing to ANI-based billing would result in a change of approximately 1% of submitted billable minutes. We anticipate the lower price per minute would negate any change in overall cost to the State.
- This change is good for the customer as their CapTel phone works anywhere and eliminates any customer issues and greater functional equivalency.

9. **Page 27, Section B.28. Blockage**

Sprint suggests deleting the last sentence of this requirement ("*Calls that are blocked must receive a network blockage signal of 120 interruptions per minute.*")

Explanation: The reference to a "network blockage" implies that this refers not to an incident in the Provider's platform, but in the underlying carrier's network. Moreover, 120 interruptions per minute is normally reserved for misdial calls – not calls blocked by the network.

10. **Pages 30-32, Sections B.40. Billing Arrangements, B.41 End User Billing for Intrastate Calls, B.43 End User Selection of Carrier, B.44. Recipient of Toll Revenues, and B. 45 Long Distance Call Billing**

Sprint largely concurs with the comments pre-submitted by Hamilton on this topic, with the exception that Sprint also would like the option of not providing end-user selection of carriers for international calls, but instead completing such calls without charge to the end-user.

11. **Page 33, B.48 IP and Video Relay Service**

The checklist contained in Section E indicates that this section includes IP Relay, IP Captioned Telephone Service, and Video Relay Service. Will IP CTS be added to this section?

12. **Additional Miscellaneous Provisions to Consider**

Sprint suggests adding typical warranty and assignment language:

WARRANTIES, EXCEPT AS, AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." VENDOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

Assignment. Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Vendor may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to FPSC.

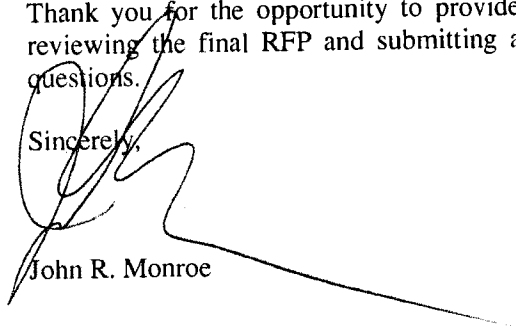
Explanation: Sprint offers its telecommunications products and services pursuant to these standard terms and conditions. These standard terms and conditions include important notices regarding use of service and compliance with industry requirements, and help vendors such as Sprint to provide the highest quality telecommunications services at competitive prices for our customers. Sprint requests that the FPSC consider the stated provisions as part of their RFP.

13. **Response to FTRI Inquiry**

In response to the inquire from FTRI regarding adding a requirement to provide Captel phones at no charge, Sprint suggests that there should be no such requirement. The provision of free equipment is beyond FCC requirements, and the FPSC typically does not request that Bidder's exceed such requirements. Instead, the provision of such equipment should be optional with the Bidder in sections such as B47, Unsolicited Features.

Thank you for the opportunity to provide comments on the proposed RFP. Sprint looks forward to reviewing the final RFP and submitting a competitive response. Please contact me if you have any questions.

Sincerely,



John R. Monroe