

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 6, 2018
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Samantha Cibula, Office of the General Counsel *S.M.C.*
RE: Docket No. 20110013-TP

Please file the attached materials in the docket file listed above.

Thank you.

Attachment

RECEIVED-FPSC
2018 JUL -6 AM 8:26
COMMISSION
CLERK

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: April 9, 2012
TO: Sharon Allbritton, Purchasing Agent III, Division of Administrative Services
FROM: Cindy Miller, Senior Attorney, Office of the General Counsel *CM*
RE: Final Contract for Telecommunications Relay Service
Docket No. 110013-TP, Request for Submission of Proposal 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.

Attached is the final signed contract between AT&T and the Commission.

CBM:tf
Attachment

AGREEMENT

This Agreement ("Agreement") is made between AT&T Corp. (hereafter called "AT&T") and the Florida Public Service Commission (hereinafter called the "Commission" or "FPSC") whereby AT&T shall provide telecommunication relay service (hereafter also called "TRS") referred to as the Florida Relay Service (hereinafter also called "FRS") as more specifically set forth below.

AT&T 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 dated November 29, 2011. Relay Service, Docket No. 110013-TP (hereinafter called "RFP")
- AT&T's Response dated December 22, 2011 (hereinafter called "AT&T's Response") to the RFP
- Responses to Parties questions for information on the RFP (FPSC Document Numbers 08795 and 08812 in Docket No. 110013-TP)

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

2) "AT&T" shall mean AT&T Corp and shall include any successor entity now existing or in the future created.

3) "Parties" refers to AT&T and the FPSC.

4) "Subcontractor" shall mean Ultratec / CapTel, 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, 2012. AT&T shall notify in writing 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 in writing AT&T of its intent to exercise the requested option period within two months of receipt of AT&T's notification of its desire to extend. Exercise of the option years will be by mutual written 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 AT&T 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 AT&T'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 AT&T to comply with the audit.

Unless otherwise required by law, AT&T 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 – AT&T will bill the FPSC at the rate of \$0.76 per session minute for intrastate relay calls processed for the State of Florida.
- 2) CapTel - Captel service, which includes the Two-Line CapTel enhancement, will be billed to the FPSC at the rate of \$1.47 per session minute.

*Video Relay Services and IP Relay Services are not mandated by the FCC and are not Services provided under this Agreement.

SECTION 5: Invoices

AT&T 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 AT&T 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 AT&T a detailed explanation of and manner of calculations of the disputed amounts. AT&T will promptly address the claim with the FPSC or its Administrator and attempt to

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

resolve the problem within thirty (30) days. If the dispute is between FPSC's Administrator and AT&T and these two parties cannot resolve the issue within thirty (30) days of the due date of the bill, AT&T shall so advise the FPSC. The FPSC will address the dispute as soon as possible. If AT&T overcharges the FPSC on any monthly invoice and the overage is paid, AT&T 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 AT&T ("Payment Date"), until the date such credit is issued.

SECTION 6: Contract Managers and Notices

Any notices, requests, demands or other communications which may be required hereunder shall be in writing and shall be by either first class United States mail; facsimile transmission or email to the below recipients. The Contract Manager for this Agreement on behalf of the FPSC is the person serving as the Contract Manager or such individual's designee. As of the date of this Agreement, the FPSC Contract Manager is:

Bob Casey
Public Utilities Supervisor
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
bcasey@psc.state.fl.us
Telephone Number: (850) 413-6974
Fax (850)413-6975

The Contract Manager for this Agreement on behalf of AT&T is:

Sidney Minnick
Senior Marketing Manager
Customer Information Services
AT&T Services, Inc.
311 S. Akard Street, Room 21-10
Dallas TX 75202
Sidney.minnick.jr@att.com
Telephone number: (214) 464-6858
Facsimile number: (214) 745-4802

All communications regarding the work performed under this Agreement should be made between the Contract Managers when feasible and reasonable. Any notice required or permitted to be given or made in the Agreement shall be served upon the

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

Contract Managers at the above addresses. Changes in the person serving as Contract Manager will be made in writing.

SECTION 7: Implementation

AT&T will begin providing FRS over its relay system for the State of Florida by June 1, 2012. AT&T's Florida Operation Center will be operational 6 months from the date the FRS was awarded to the company, but no later than August 14, 2012.

SECTION 8: Languages Served

AT&T will provide relay service to users who use English, Spanish or Typewritten American Sign Language.

SECTION 9: Transition to New Provider

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

Furthermore, AT&T will use reasonable efforts to ensure the following:

1. Efforts will be made to accomplish the transfer of service by means of toll-free number portability so that a toll-free number change number portability so that for FRS is not needed. If a toll-free number change for FRS is necessary, intercept referral service to the new Provider will be made available by AT&T as of the date of the transfer and continuing for a period of three (3) consecutive months thereafter.
2. AT&T 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 AT&T 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 10: 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. AT&T 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 11: Order of Precedence

In the event of an inconsistency between provisions of this Agreement, the RFP and AT&T's Response, the inconsistency shall be resolved by giving precedence in the following order:

1. The terms and conditions contained in this document.
2. The RFP
3. AT&T's response
4. Responses to Questions for RFP (FPSC Document Numbers 08795 and 08812 in Docket No. 110013-TP)

SECTION 12: 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 13: 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 AT&T and the Commission.

SECTION 14: 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 15: 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.

SECTION 16: Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.**

Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

CONTRACT TO PROVIDE TELECOMMUNICATION RELAY SERVICE (TRS) TO FLORIDA

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

AT&T Corp.

By: 
Printed Name: Carmen Nava
Title: Senior Vice President-Customer Information Services
AT&T Services, Inc.
208 S. Akard Street, Room 3518
Dallas, TX 75202
Telephone: (214) 757-5620
Carmen.nava@att.com


Date: 4-6-12

FLORIDA PUBLIC SERVICE COMMISSION

By: 
Printed Name: Braulio L. Baez
Title: Executive Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Telephone: (850) 413-7013
bbaez@psc.state.fl.us

Date: 4/9/12

Approved as to form and legality:


Cynthia B. Miller
Senior Attorney
Office of the General Counsel
Florida Public Service Commission

Date: 4-9-12