

ORIGINAL

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: February 7, 2005

TO: Kay B. Flynn, Chief of Records, Division of the Commission Clerk & Administrative Services

FROM: Richard A. Moses, Chief of Service Quality, Division of Competitive Markets & Enforcement *R*

RE: Placement of Document in Docket File 040763-TP

Attached is a copy of the signed contract with Sprint for the provision of relay services in Florida to begin on June 1, 2005. Please place the document in the 040763-TP docket file. Thank you.

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DOCUMENT NUMBER DATE
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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.

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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.

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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

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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.

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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

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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