



295 N. Maple Avenue
Basking Ridge, NJ 07920

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FEB - 9 PM 4:42

February 9, 2000

Mr. Richard Tudor
Florida Public Service Commission
2450 Shumard Oaks, Blvd.
Tallahassee, Florida 32399-0850

Re: Emergency Procurement Service for Docket No. 991222-TP –Response to R. Tudor
Inquiry about Interim Contract Duration and Cancellation Notice Requirements

Dear Mr. Tudor:

In response to your email inquiry of February 8, 2000, AT&T responds as follows. I understand you to be asking about AT&T's proposal for interim relay service contract duration and cancellation notice requirements. As mentioned in our letter to you dated February 7, 2000, AT&T's priority is to understand any different needs or contract specifications the Commission might design in seeking to procure emergency procurement service.

In the absence of any specific guidance about the Commission's desired terms and conditions for interim contract duration and cancellation notice requirements, AT&T proposes that the Commission consider its own original RFP requirement as specified in Section A.24 Cancellation/Availability of Funds which states:

The FPSC shall have the right to unilaterally cancel, terminate, or suspend any ensuing contract, in whole or in part, by giving the Provider sixty (60) days written notice by certified mail. 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. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provisions herein do not limit the FPSC's right to remedies at law or to damages.

In responding the original RFP, AT&T stated that it would comply. In proposing to provide interim relay service, AT&T is willing to stand by its response to the original RFP. Additionally, in response to your inquiry, AT&T will agree to an interim contract term of a minimum of six (6) months or for a term of any length of time thereafter, including but not limited to an interim contract term of one year. The interim contract would be extendable upon 60 days advance request by the Commission. With respect to cancellation notice requirements, consistent with Section A.24 of the original RFP, in the absence of a breach of contract the Commission would be required to provide sixty (60) days written notice by certified mail of need to terminate the service. AT&T requires this advance notice in order to be responsive with its collective bargaining union contracts which stipulate a minimum of sixty (60) days notice. In the event there is no breach of contract, and the Commission terminates the interim contract with less than sixty (60) days notice, then AT&T would be entitled to recover from the Commission such costs incurred by AT&T which are non-recoverable.

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APP 1
CAF 1
CMU 1
CTR 1
EAG 1
LEG 1
MAS 3
OBC 1
OPE 1
SEC 1
WAW 1
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I hope this answers your questions. Please do not hesitate to contact me with any contract specifications for interim/emergency service, or with any further questions you may have. It is AT&T's goal to provide service to meet the needs of Florida's relay customers.

Thank you.

Sincerely,

Sue Decker

D. Sue Decker
Ph: (908) 221-8144
Email: sdecker@att.com

Cc: Blanco Bayo (to be filed by hand delivery)