

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

-----

|  |   |                      |
|--|---|----------------------|
| In the Matter of   | : | DOCKET NO. 991222-TP |
| Request for submission of proposals for Relay Service beginning in June 2000, for the hearing and speech impaired, and other implementation matters in compliance with the Florida Telecommunications Access System Act of 1992. | : |                      |

-----



\*\*\*\*\*  
 \*  
 \* ELECTRONIC VERSIONS OF THIS TRANSCRIPT \*  
 \* ARE A CONVENIENCE COPY ONLY AND ARE NOT \*  
 \* THE OFFICIAL TRANSCRIPT OF THE HEARING \*  
 \* AND DO NOT INCLUDE PREFILED TESTIMONY. \*  
 \*  
 \*\*\*\*\*

PROCEEDINGS:       **SPECIAL AGENDA CONFERENCE**

BEFORE:             COMMISSIONER J. TERRY DEASON  
                       COMMISSIONER SUSAN F. CLARK  
                       COMMISSIONER E. LEON JACOBS, JR.

DATE:               **Tuesday, January 11, 2000**

TIME:               Commenced at 9:30 a.m.  
                       Concluded at 10:10 a.m.

PLACE:              Betty Easley Conference Center  
                       Room 148  
                       4075 Esplanade Way  
                       Tallahassee, Florida

REPORTED BY:       KIMBERLY K. BERENS, CSR, RPR  
                       FPSC Commission Reporter

DOCUMENT NUMBER - DATE  
**00562 JAN 13 8**

FPSC-RECORDS/REPORTING

1 **PARTICIPATING:**

2 **RICHARD TUDOR**, FPSC Division of  
3 Communications.

4 **CINDY MILLER**, FPSC Division of Policy  
5 Analysis & Intergovernmental Liaison.

6 **MARSHA RULE**, AT&T Communications of the  
7 Southern States, Inc.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

P R O C E E D I N G S

(Hearing convened at 9:30 a.m.)

**COMMISSIONER DEASON:** We'll call this special agenda conference to order. Staff.

**MR. TUDOR:** Good morning, Commissioners. What I'd like to do is just briefly run through the recommendation for you this morning and then take questions. First, I just wanted to briefly describe the process to bring us up to date.

The advisory committee met to discuss revising the RFP on August 27th, and at the October 5th agenda you met and we finalized the RFP. At that agenda we made a couple of changes that were requested at the agenda and then the RFP was released October 7th. We had a subsequent agenda on October 19th to consider extending the date for filing proposals but we did not make any changes at that time so the RFP stood as originally issued.

Proposals were filed on this on November 10th and at that point then we began the scoring. There were about 28 items that were scored on a pass/fail basis. And then there were about 25 items that were scored on a point rating system. That gave -- these were items that bidders could differentiate themselves on and a score of anywhere

1 from 25 to 200 points could be awarded depending upon  
2 the item.

3 Following the technical evaluation and the  
4 pass/fail evaluation, the price proposals were opened  
5 December 13th and the next step will be to select a  
6 provider today who will begin providing service  
7 June 1st. The scoring was done by --

8 **COMMISSIONER DEASON:** Mr. Tudor, let me  
9 interrupt for just a second. Is Staff aware of a  
10 request to have this matter realtime transcribed?

11 **MR. TUDOR:** Yes, sir. I heard that that  
12 request was made this morning by a representative of  
13 AT&T.

14 **COMMISSIONER DEASON:** Is it permissible to  
15 hear from AT&T on this matter or is that not  
16 permissible? I'm inclined to deny that request  
17 because it's just not possible given the short-term  
18 nature of the request. It was just received. It  
19 takes special accommodations which we are not at this  
20 time prepared to have. So that is my inclination. If  
21 Staff thinks it's advisable to hear from AT&T, I'm  
22 just looking to Staff for some guidance because this  
23 is a rather unique situation and parties are normally  
24 not allowed to participate.

25 **MR. TUDOR:** Let me distinguish. I believe

1 you talked about two things there together and I want  
2 to make sure which one we're talking about. The  
3 request for realtime captioning would simply be a  
4 screen where the text from a court reporter would show  
5 and it would just be the discussion.

6 **COMMISSIONER DEASON:** That's correct.

7 **MR. TUDOR:** And that's separate from any  
8 request to speak.

9 **COMMISSIONER DEASON:** Right. But what I was  
10 going to say is, it was their request to have the  
11 realtime captioning. Would it be permissible for them  
12 to address that request or is that also not  
13 permissible?

14 **MR. TUDOR:** Oh, I'm sorry. Okay. I'll  
15 defer to Cindy on that, if I may.

16 **MS. MILLER:** I don't see any concern with  
17 that. Our concern in general with allowing the  
18 bidders to speak is that they not be able to amend  
19 their proposal. So that would clearly not be  
20 effecting that.

21 **COMMISSIONER DEASON:** Okay. Ms. Rule, can  
22 you come forward and limit whatever comments to the  
23 request for realtime captioning.

24 **MS. RULE:** This is Marsha Rule for AT&T. If  
25 it was available we would certainly like it, but it's

1 nothing important enough to hold up the proceeding.  
 2 There is an interpreter available and that's  
 3 absolutely acceptable. Thank you.

4 **COMMISSIONER DEASON:** Okay. We have checked  
 5 with the necessary personnel to see if we can make  
 6 that accommodation. I'm informed that the only way to  
 7 do that would be to delay this proceeding probably  
 8 until noon or afterwards to have that done, and so  
 9 AT&T is not requesting a delay in today's proceeding.

10 So, having addressed that then, Mr. Tudor,  
 11 please continue with your presentation.

12 **MR. TUDOR:** Okay. Thank you. The scoring  
 13 that was done on the proposals was done by a  
 14 combination of staff members and TASA advisory  
 15 committee members. In the process the pass/fail items  
 16 were scored first. And to the extent those were  
 17 considered minor in nature, the bidder was allowed to  
 18 correct the items.

19 AT&T had -- AT&T, Hamilton and Sprint all  
 20 had items that we considered minor irregularities and  
 21 they were allowed to correct them.

22 In addition, AT&T, Sprint, and Hamilton,  
 23 each filed a bid bond which had a problem with it in  
 24 terms of the amount of the bond. And each of them  
 25 were given an opportunity to correct that. Hamilton

1 and Sprint made an amendment that would comply with  
2 the RFP. AT&T did not agree to make that change, but  
3 after the fact -- because their bid bond was based on  
4 a formula approach, and after the fact, after we  
5 opened the price proposals, it was clear that that  
6 formula approach would produce the \$500,000. So while  
7 they did not agree to make the change, in fact, after  
8 prices were opened, it turns out that it would be in  
9 compliance.

10 In addition, AT&T's proposal contained a  
11 defect that was identified during the pass/fail  
12 portion of the scoring related to liquidated damages.  
13 AT&T could not agree to the RFP's requirement and  
14 instead proposed to change the cap on the -- or change  
15 the RFP to limit the liability under that clause.

16 Vista also had a major defect in that it did  
17 not file a bid bond at all and that was related more  
18 to the fact that they had a disagreement with the  
19 performance bond that would be filed if they were the  
20 winning bidder.

21 Those major defects in AT&T and Vista's  
22 proposals resulted in the Staff not considering them  
23 in the final ranking. I do want to mention, so that  
24 you're aware, that if we were looking at price alone,  
25 AT&T had the lowest price, about 4.3% lower than the

1 next lowest bidder. And that Vista's price was --  
2 they requested it be treated confidential, but it was  
3 at a level that they would not have been able to be  
4 selected even if they did not have this major defect  
5 in the bond issue.

6 Sprint's bid was second lowest and if you  
7 were to look at a one year period, the number of  
8 minutes over a one year period, we would be paying  
9 AT&T about \$7.6 million over a year's time and Sprint  
10 about \$7.9 million. So that would be about the  
11 difference in the prices. Of course, price is not the  
12 sole criteria in selecting a provider.

13 And, in addition, bidders all had a period  
14 of 72 hours in which they could protest the contents  
15 of the RFP if they had concerns or problems and felt  
16 there were changes needed in those. As I mentioned  
17 earlier, some of those were raised at the agenda and  
18 we made a couple of changes at the agenda, but in  
19 addition, after the release of the RFP there was a 72  
20 hour period that identified as both in the statute and  
21 in the RFP itself, that time frame.

22 Taking the two bidders that filed compliant  
23 proposals and considering their technical scores and  
24 their price proposals, Sprint had the highest overall  
25 ranking.



1           Just a couple of highlights of Sprint's  
2 proposal; they have 11 centers and so that will  
3 provide some excellent opportunity for backup  
4 capability in the case of a hurricane or some other  
5 emergency that might cause the Florida center to be  
6 shut down.

7           Another aspect of Sprint's proposal is that  
8 they propose to make one communications assistant  
9 available each day from 8:00 to 2:00 to handle French  
10 and Creole calls. Of course the RFP requires, of  
11 course, English and Spanish relay, but in addition,  
12 there's that proposal to have a limited amount of  
13 French and Creole relay available.

14           In our recommendation we identified four  
15 provisions which we would include in the contract, and  
16 we can discuss those if you like, individually. But  
17 based on our evaluation we're recommending that the  
18 Commission issue a letter of intent to award the  
19 contract to Sprint Communications Company. With that,  
20 I'd be glad to take questions.

21           **COMMISSIONER DEASON:** Thank you.

22           Commissioners, questions?

23           **COMMISSIONER CLARK:** I really have no  
24 questions.

25           **COMMISSIONER DEASON:** Okay. I have a few,

1 but I will defer to Commissioner Jacobs first.

2           **COMMISSIONER JACOBS:** You covered the gist  
3 of my questions as well. I'm particularly pleased  
4 that there is a flexibility in the contract to divert  
5 traffic to other locations in the event that there are  
6 some circumstances in Florida. I assume that those  
7 other centers are probably not in Florida but would  
8 be -- there would be enough knowledge of the  
9 attendants at those other locations to deal with  
10 Florida questions and Florida inquiries?

11           **MR. TUDOR:** Yes, sir. They will build into  
12 their system information that would allow a  
13 communications assistant in another state to  
14 adequately handle Florida traffic.

15           **COMMISSIONER JACOBS:** Okay. That's about it  
16 for me.

17           **COMMISSIONER DEASON:** Okay. Thank you. I  
18 have questions in two different areas. The first  
19 pertains to the specifics within Sprint's contract  
20 which Staff is addressing, the amendments. I think  
21 there were four that Staff addressed.

22           The first of those addresses FCC mandates.  
23 And as I understand it, Sprint has proposed that there  
24 be language which would, in essence, relieve them of  
25 consequences from changes resulting from the FCC. Am

1 I characterizing that correctly? How do you interpret  
2 that?

3 **MR. TUDOR:** No, sir. I would word it a  
4 little differently. If the FCC were to mandate a  
5 requirement that's not currently a requirement in the  
6 RFP, a new standard, a stronger standard or some new  
7 requirement for relay, they would want the opportunity  
8 to be able to negotiate a price change related to the  
9 cost of that new requirement.

10 The Florida law kind of works hand in hand  
11 with the Americans with Disabilities Act and the  
12 associated FCC rules. And the primary -- under the  
13 ADA, the primary responsibility for relay in this  
14 country is each individual phone company has to make  
15 sure relay is available. So that's where the first  
16 burden lies.

17 And then the Florida law basically says  
18 there will be -- the State will contract and have a  
19 single provider to take care of relay for everyone.

20 The FCC rules -- it may be in the law  
21 also -- but the federal rules provide that a state --  
22 well, first of all, that the telephone companies are  
23 responsible. But secondly, that if there is a single  
24 statewide provider that that can serve as a substitute  
25 as long as that single provider meets the FCC

1 standards. So that's how this all relates.

2 So, if the FCC were to adopt a new standard  
3 that was stronger or stiffer or more expensive than  
4 what's in our RFP -- and also the TASA law, the  
5 Florida law says that we will have a system that is  
6 certifiable by the FCC.

7 So, in effect, if the FCC mandates something  
8 we, in effect, would have to adopt that and it would  
9 not be in our original RFP, of course, because we  
10 don't know what that would be yet. But if it were  
11 mandated, we would have to expand our system to  
12 incorporate that, and to the extent there is a cost,  
13 we believe it would be reasonable that we would allow  
14 that cost to be considered in terms of a change in the  
15 price that the bidder bid for this RFP that we sent  
16 out which doesn't have that standard.

17 **COMMISSIONER DEASON:** Well, that raises  
18 another question then. If that happened, if the FCC  
19 mandated a change which increased costs and we were  
20 somewhere in the middle of this three year contract,  
21 do we simply negotiate with Sprint to come to some  
22 type of resolution as to what a fair rate would be, or  
23 do we open it up for bids again and let others  
24 participate? Maybe the new mandates, whatever they  
25 may be, could be met by another provider more cheaply

1 or more efficiently than Sprint and here we are, we're  
2 having to basically pay Sprint more when another  
3 provider could do it for less and meet the  
4 requirements. How do we face that if that eventuality  
5 comes about?

6 **MR. TUDOR:** A couple of approaches. One  
7 would be a possibility that the feature that the FCC  
8 mandates would be an adjunct kind of service. Let me  
9 give you an example.

10 Video relay is a service that some states  
11 are experimenting with and using. And if the FCC were  
12 to mandate that, we could possibly bid out that as a  
13 separate service and that would be a possibility that  
14 we could look at. But if it were something like  
15 answer time and we had a certain speed of answer time  
16 and the FCC increased that to a shorter time period,  
17 that would not be something you could particularly  
18 farm out as an adjunct contract because it's part of  
19 the basic service. So at that point we would have to  
20 decide whether we would be able to rebid in the middle  
21 of a contract and so that might effect how we would  
22 want to word any kind of provision about an FCC  
23 mandate, but we could also not even include this  
24 clause and --

25 **COMMISSIONER CLARK:** But I don't see how

1 you -- I think you should address it and I don't see  
2 how you would address it other than the way you have  
3 done it, and that is, providing the opportunity for  
4 the renegotiation. If it appears that Sprint says  
5 it's going to cost "X" dollars, I would expect that  
6 when they came to renegotiate it, that Staff would  
7 check out what other people say it can be provided for  
8 and that would enter into the negotiations.

9 I have a hard time conceiving of an instance  
10 where a change would result in it being cost-effective  
11 to bid out -- bid it out totally again. But if that's  
12 the case, it strikes me that that's one reason for the  
13 negotiations to go forward and, you know, there to be  
14 elements to that showing that it would be  
15 cost-effective to terminate the contract and bid a new  
16 one.

17 **MR. TUDOR:** I think another aspect would be  
18 that if we saw the FCC proposing to do that, we would  
19 probably attempt to ask them to do one of a couple of  
20 things. But one of them might be to require that the  
21 implementation of that vary depending upon existing  
22 contract dates and that might be the most preferable  
23 way to approach it would be just to say, our contract  
24 expires in one and a half years so in Florida this new  
25 standard would be effective then.

1           Another thing might be to ask the FCC to  
2 dictate the value of that new feature so that that's  
3 fixed and we don't have to negotiate it because, you  
4 know, we don't know the exact cost and that's kind of  
5 the idea behind the bid process. We can't know the  
6 exact cost of providing service, but if it's  
7 competitively bid, then you can hope that that process  
8 will bring that rate closer to a cost base. So  
9 there's a couple of approaches.

10           **COMMISSIONER DEASON:** I would agree it would  
11 be preferable before the FCC mandated any changes that  
12 they would take into consideration existing contracts  
13 and give flexibility to initiate those changes  
14 consistent with the time period of a new contract.

15           But, another concern that I have is the  
16 possibility that perhaps this likelihood was taken  
17 into consideration by other bidders and they realized  
18 that if the FCC mandated a change in midstream that  
19 perhaps they would be liable for that and perhaps it  
20 escalated their bid price a little bit to take into  
21 consideration that risk factor. And if we give this  
22 flexibility to Sprint, we may be giving them advantage  
23 over other bidders who may have already calculated  
24 that risk factor into their bid price.

25           **MR. TUDOR:** First of all, I don't think that

1 there's any reason why we have to include this clause  
2 in the contract. It was identified by Sprint as a  
3 suggestion and for our consideration. And we could  
4 wait and totally deal with this issue if it should  
5 arise, and that might be the most straightforward  
6 approach.

7 **COMMISSIONER DEASON:** Okay.

8 **COMMISSIONER JACOBS:** But the language will  
9 be clear, and that's an assumption, but just to state  
10 it specifically, that whatever provisions come down  
11 from an FCC order are not automatic pass-throughs.  
12 They have to deal with contract specific language  
13 before they can address those FCC requirements.

14 **MR. TUDOR:** Well, at the point that the FCC  
15 would do that, issue a new mandate, we would have to  
16 deal with that somehow. We've got several things  
17 tugging at us. We would have the Florida law which  
18 says we have to be compliant with -- FCC mandates have  
19 to be certificated our system so we have to meet their  
20 standard.

21 **COMMISSIONER JACOBS:** I understand. In  
22 fact, that's exactly my concern is that in the face of  
23 that language in our law, that could be an  
24 interpretation by the provider that they're going to  
25 have to automatically adjust this contract to deal



1 with any FCC requirement. What I'm suggesting is that  
2 there be language, if you're going to do this  
3 revising, let's make that point absolutely clear and  
4 express that whatever requirements are, do have --  
5 require an express negotiation to adjust for those  
6 revisions from the FCC. I think it's assumed here but  
7 it would be comfort language for me to make it  
8 express.

9 **COMMISSIONER DEASON:** No provision in this  
10 contract can be changed without the consent of the  
11 Commission, correct?

12 **MR. TUDOR:** Correct.

13 **COMMISSIONER DEASON:** Now, let me ask you  
14 this. Does Sprint or whoever the proper provider is  
15 to be, do they have a termination provision within  
16 this contract? After so many days notice they can  
17 terminate the contract in midstream? Is that an  
18 avenue available too them?

19 **MR. TUDOR:** I don't believe there's a clause  
20 like that in there.

21 **COMMISSIONER DEASON:** So if they sign this  
22 contract they're obligated for the three year period?

23 **MR. TUDOR:** They're obligated to --

24 **COMMISSIONER DEASON:** For the terms of this  
25 contract?

1           **MR. TUDOR:** Right.

2           **COMMISSIONER DEASON:** And if the FCC  
3 mandates something, I understand it would be difficult  
4 to require them to comply, but at the same time I have  
5 concerns about putting language in this contract which  
6 not part of the RFP which could be interpreted by some  
7 participants that it was -- that they already  
8 considered it in their bid, and therefore, they're  
9 being penalized because if they had known that we were  
10 going to do this they would perhaps be willing to bid  
11 at a lower price. It's an unknown. We don't know  
12 that.

13           **MR. TUDOR:** Exactly. We do not know and  
14 quite likely they did not. But the cleanest way to  
15 approach it may be to just not have a paragraph in  
16 there at all and deal with it if and when it should  
17 arise.

18           **COMMISSIONER DEASON:** And hopefully the FCC  
19 would not make mandates in midstream of contracts, one  
20 would hope.

21           **MR. TUDOR:** Hopefully not.

22           **COMMISSIONER DEASON:** The other area that I  
23 have questions -- a question about concerns Page 13 of  
24 the recommendation. This is Section 3 addressing  
25 roaming service.

1           **MR. TUDOR:** Yes, sir.

2           **COMMISSIONER DEASON:** I understand this is  
3 this is a service which not required by the RFP.

4           **MR. TUDOR:** Correct.

5           **COMMISSIONER DEASON:** It is a service which  
6 Sprint is volunteering to provide but that there will  
7 be additional cost if clients do avail themselves of  
8 this service.

9           **MR. TUDOR:** Not in terms of price per  
10 minute, but in terms of additional minutes.

11           **COMMISSIONER DEASON:** There would be  
12 additional minutes, which we, as a Florida provider,  
13 are not required to provide this level of service, but  
14 if this level of service is provided there will be  
15 minutes included that otherwise would not be included.

16           **MR. TUDOR:** That's correct.

17           **COMMISSIONER DEASON:** And that if there is a  
18 client in another jurisdiction they could avail  
19 themselves of this service provided by that state.

20           **MR. TUDOR:** They could. They would have to  
21 know the local telephone number and -- that's -- there  
22 are two primary conveniences to a Floridean if roaming  
23 available, and don't get this confused with cellular  
24 roaming, although there are some similarities, I  
25 guess.

1           But a Floridean would be able to travel to,  
2 I think in the recommendation we used North Carolina  
3 as an example. He would not have to know the local  
4 North Carolina relay number in order to make his call.  
5 When you and I go to North Carolina to make a long  
6 distance call and we go to our uncle's house, we just  
7 dial 1 plus and it works. In Florida you have to know  
8 to dial, 1-800-955-8770, and when you go to North  
9 Carolina you would have to know a new number.

10           **COMMISSIONER DEASON:** But isn't this number  
11 published in the front page of the directory?

12           **MR. TUDOR:** Not necessarily. Not  
13 necessarily in every state.

14           **COMMISSIONER DEASON:** Okay.

15           **MR. TUDOR:** And in addition, there might be  
16 some features that are on your customer profile in the  
17 Florida center about the fact you use -- you make  
18 Spanish calls or you use voice carry-over or some  
19 feature that's in your customer profile that wouldn't  
20 be available in that other state.

21           It's a convenience. It's a nicety. There  
22 are additional minutes, but it would be partly at  
23 least, and we hope totally, minutes used by  
24 Florideans. The downside risk is that in the extreme  
25 North Carolina could put a billboard up on the

1 interstate and say, "Save North Carolina money. Make  
2 all your relay calls through the Florida relay  
3 service." That's an outside extreme, but that's why  
4 we suggested that the contract clause say we accept  
5 this, there's no increased cost in terms of price per  
6 minute. There will be additional minutes.

7 But we would like to say in the contract  
8 that if we monitor this and believe that the minutes  
9 are excessive, and perhaps there is some kind of  
10 fraudulent activity going on -- if we should suspect  
11 that or for any reason it's used to just drop this  
12 service, that we could do so but that Sprint would not  
13 then argue we have to reprogram to do that, and  
14 therefore, there is \$100,000 charge for the  
15 reprogramming.

16 So that's basically what we're suggesting be  
17 in the clause, that there be no cost to drop it if we  
18 should choose to drop it. The alternative would  
19 simply be that if they're not willing to do that, that  
20 we just not include the service at all or you may  
21 prefer that we not have it in the first place because  
22 of the potential risk and additional minutes.

23 **COMMISSIONER DEASON:** Okay. Further  
24 questions?

25 **COMMISSIONER JACOBS:** I'm sorry. I did have

1 one and I marked it.

2 The customer databases. I'm not clear -- I  
3 can imagine, but it's not clear to me what data will  
4 be collected by the company.

5 **MR. TUDOR:** They would have -- they could  
6 have several types of confidential information about  
7 your account. You can certainly use relay totally in  
8 confidence -- confidentiality without telling anybody  
9 who you are. You just pick up the phone and dial the  
10 number. But you can make an arrangement with the  
11 company where you have a profile on file and this  
12 would identify -- it could identify things like that  
13 you're a Spanish user versus an English user. It  
14 could identify things like speed dial or, you know,  
15 information about people you call regularly. It could  
16 contain information about -- possibly include pin  
17 numbers that you might use to check answering machine  
18 messages or something like that.

19 **COMMISSIONER JACOBS:** Would the customers be  
20 on notice of this, that this information is being  
21 collected?

22 **MR. TUDOR:** Well, the customer has to  
23 volunteer it, so they would be aware it's there.

24 **COMMISSIONER JACOBS:** Okay.

25 **COMMISSIONER DEASON:** One other question

1 concerning the roaming service. You gave the example  
2 of a Florida citizen traveling to North Carolina and  
3 utilizing the Florida service. Could a North Carolina  
4 citizen simply use the Florida service because they  
5 find it better or perhaps they speak Spanish and they  
6 know that they can get a Spanish interpreter much  
7 easier? So can a North Carolina resident, if they  
8 know the number, simply just use that instead of using  
9 North Carolina service?

10 **MR. TUDOR:** Yes. There is no way to  
11 identify. Your uncle in North Carolina, you know --  
12 the idea of roaming would be you can go to a pay  
13 phone, but you can also go to your uncle's house in  
14 North Carolina and use the Florida service a  
15 Floridean, but there's no reason why you're uncle  
16 couldn't likewise pick up his phone everyday and use  
17 it using Florida. And that might be a reason that he  
18 would use it because if he thought the service was  
19 better in some way.

20 We did receive from AT&T a letter concerning  
21 their concerns about our recommendation on the  
22 liquidated damages issue, and I've addressed, I think,  
23 some of the points they raise. But we did not provide  
24 that letter and don't recommend that you specifically  
25 address it. There are -- we don't want to take a

1 chance on any language that's in there being  
2 considered an amendment to the proposal and I believe  
3 we've addressed the issues that are raised in that  
4 letter.

5 **COMMISSIONER DEASON:** Okay. Commissioners,  
6 further questions or a motion?

7 **COMMISSIONER JACOBS:** I don't --

8 **COMMISSIONER DEASON:** Before we make a  
9 motion, just let me say, I'm not allowed to make a  
10 motion and certainly I'm not going to do that. Just  
11 let me say up front that I have concerns with the  
12 roaming service, and I have a concern with the  
13 amendatory language concerning FCC mandates. Those  
14 are the two issues in which --

15 **COMMISSIONER CLARK:** I don't have any  
16 problem taking out the FCC provision because I don't  
17 see that as likely to arise as an issue, and if it  
18 does materially change things, I think there is the  
19 opportunity to request a renegotiation. Even if it's  
20 not in the contract, there would be no obligation on  
21 the other party to renegotiate.

22 But with respect to the roaming, I was  
23 inclined to include it with the caveat the Staff has  
24 added because I think one of the questions you asked,  
25 whether or not you could just find that number in



1 North Carolina and make that call in North Carolina,  
2 but by the same token, I don't think we want to be in  
3 the position of having Florideans pay for the service  
4 given to people in other states.

5 But I look at it from the standpoint of a  
6 Floridean traveling outside the state and being --  
7 having the same convenience of access to the  
8 telecommunications system that other Florideans  
9 traveling outside of the state do. And I was willing  
10 to have Staff track that information and provide it to  
11 us and let it -- frankly, as sort of an experiment to  
12 see what sort of an impact it has.

13 **COMMISSIONER JACOBS:** I'm in agreement that  
14 the roaming could be a very valuable service. I think  
15 it is legitimate to reserve some concern over its use  
16 and to guard against abuse of that? Who's going to  
17 pay the roaming charges?

18 **MR. TUDOR:** It's not like cellular where the  
19 end user is paying anything. It would simply be that  
20 if a Floridean is in North Carolina --

21 **COMMISSIONER JACOBS:** They just dial the 800  
22 number? They don't see a charge?

23 **MR. TUDOR:** The end user would not. The  
24 State of Florida would see additional minutes being  
25 made on the bill.

1           **COMMISSIONER JACOBS:** I would be interested  
2 in if we could -- even if they don't pay it, the fact  
3 that it's going to impose additional charges on the  
4 system, I think we would want to have some idea of the  
5 overall impact of that. You wouldn't want to let that  
6 become the primary use of the system.

7           **MR. TUDOR:** I agree.

8           **COMMISSIONER JACOBS:** I share Commissioner  
9 Deason's concerns in that regard. I think it's a  
10 great feature to have a nice little add on, but it  
11 shouldn't become a primary component of the system.

12           **COMMISSIONER CLARK:** Is there going to be a  
13 way to track out-of-state calls using the system?

14           **MR. TUDOR:** We will be able to identify  
15 whether a call is coming from a phone number outside  
16 of the state, yes.

17           **COMMISSIONER CLARK:** Okay.

18           **MR. TUDOR:** And what we could include, if  
19 you want to include roaming in the contract, would be  
20 a provision much like what we had in the  
21 recommendation. But if Sprint is not willing to  
22 either agree to either the cost -- no cost to drop it  
23 later on provision or tracking information as an  
24 additional report, if they're not willing to do either  
25 one of those two things, then we could, with your

1 permission, simply say we would not include roaming at  
2 all in the Florida contract. Because I don't know how  
3 they'll feel about that approach, but assuming that  
4 they would want to offer it and be willing to drop it  
5 at no cost and be willing to provide tracking  
6 information, we could include it on a temporary basis.

7 **COMMISSIONER JACOBS:** I think I'll go along  
8 with the idea of doing a trial on the roaming.

9 **COMMISSIONER CLARK:** With that, I'll make a  
10 motion that we move Staff, but modify it to not  
11 include an amendment addressing FCC changes and that  
12 with respect to the roaming that it be -- the  
13 information be tracked and provided to Staff and that  
14 it is clear that we can terminate that feature with no  
15 cost.

16 **MR. TUDOR:** And may I suggest with the  
17 additional caveat that if Sprint is not willing to  
18 provide it under those two conditions that we would  
19 simply not include it at all?

20 **COMMISSIONER CLARK:** Yes.

21 **COMMISSIONER JACOBS:** Second.

22 **COMMISSIONER DEASON:** It's been moved and  
23 seconded. Just let me say before we take a vote that  
24 I'm going to vote against the motion because I think  
25 that the additional level of service provided by

1 roaming is not worth the risk that we're imposing on  
2 the general body of ratepayers of this state.

3 I realize that it's going to be monitored  
4 and that sort of thing, but where do you draw the  
5 line? I'm not sure that we have any historical  
6 measure of things to gauge in what do we consider to  
7 be an excessive use. I just think that it is  
8 something that should not be in the RFP in the  
9 contract. If it's something that we think is valuable  
10 and is needed, we could just include it in future  
11 RFPs.

12 Having said that, I know that there's a  
13 motion and a second. All in favor say aye.

14 **COMMISSIONER JACOBS:** Aye.

15 **COMMISSIONER CLARK:** Aye.

16 **COMMISSIONER DEASON:** All opposed nay. Nay.

17 That concludes today's agenda. Thank you  
18 all for your participation. Staff, I congratulate you  
19 for handling this matter in a most professional way.  
20 Your work is appreciated.

21 **MR. TUDOR:** Thank you.

22

23

24

25

1 STATE OF FLORIDA)  
2 : CERTIFICATE OF REPORTER  
3 COUNTY OF LEON )

4 I, KIMBERLY BERENS, CSR, RPR, FPSC  
5 Commission Reporter,

6 DO HEREBY CERTIFY that the Special Agenda  
7 Conference in Docket No. 991222-TP was heard by the  
8 Florida Public Service Commission at the time and  
9 place herein stated; it is further

10 CERTIFIED that I stenographically reported  
11 the said proceedings; that the same has been  
12 transcribed by me; and that this transcript,  
13 consisting of 28 pages, constitutes a true  
14 transcription of my notes of said proceedings.

15

16 DATED this 13th day of January, 2000.

17

18

19

20

21

22

23

24

25

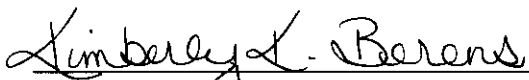
26

27

28

29

30

  
KIMBERLY L. BERENS, CSR, RPR  
FPSC Commission Reporter  
(850) 413-6736