

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:

DOCKET NO.170039-TP

REQUEST FOR SUBMISSION OF
PROPOSALS FOR RELAY SERVICE,
BEGINNING IN MARCH 2018, 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.

PROCEEDINGS: BIDDER'S CONFERENCE

COMMISSION STAFF
PARTICIPATING: CURTIS WILLIAMS
JEFF BATES
BETH SALAK
PAMELA PAGE
KEITH HETRICK

DATE: Thursday, March 23, 2017

TIME: Commenced at 1:32 p.m.
Concluded at 3:00 p.m.

PLACE: Florida Public Service Commission
Gerald L. Gunter Building
Room 105
2540 Shumard Oak Boulevard,
Tallahassee, Florida 32399-0850

REPORTED BY: LINDA BOLES, CRR, RPR
Official FPSC Reporter
(850) 413-6734

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APPEARANCES:
JOHN MONROE, Sprint
JEFF BRANCH, Sprint
GARY LEVINE, Hamilton Relay
BRETT BASCOM, Florida Telecommunications Relay
JAMES FORSTALL, Florida Telecommunications Relay

P R O C E E D I N G S

1
2 **MR. WILLIAMS:** Good afternoon. This is Curtis
3 Williams with the Office of Telecommunications here at
4 the Florida Public Service Commission, and we're going
5 to go ahead and get the meeting started this afternoon.

6 (Technical difficulties.)

7 Okay. We're going to go ahead and reconvene.
8 We have the minor technical issue resolved.

9 Again, my name is Curtis Williams. I'm with
10 the Office of Telecommunications staff here at the
11 Public Service Commission.

12 The first thing we'll do is ask the attorney,
13 Pam Page, to go ahead and read the notice for the
14 bidders' conference.

15 **MS. PAGE:** I'm Pam Page with the Office of
16 General Counsel for the Commission. Welcome.

17 Pursuant to notice issued, this time, date,
18 and place were set for this bidders' conference in
19 Docket No. 170039-TP.

20 **MR. WILLIAMS:** Thank you, Pam.

21 And, again, I'm Curtis Williams with the
22 Office of Telecommunications. What we'll do is start
23 with introductions with the individuals here that are
24 participating, and then we'll proceed with introductions
25 for any individuals who are on the telephone.

1 So, again, I'm Curtis Williams with the Office
2 of Telecommunications, and I'll let everyone here just
3 introduce themselves.

4 **MR. BATES:** I'm Jeff Bates with the Office of
5 Telecommunications.

6 **MS. PAGE:** I'm Pam Page with the Office of
7 General Counsel.

8 **MS. SALAK:** I'm Beth Salak with the Office of
9 Telecommunications.

10 **MR. HETRICK:** Keith Hetrick. I'm the General
11 Counsel.

12 **MR. FORSTALL:** James Forstall with Florida
13 Telecommunications Relay, Incorporated.

14 **MR. BASCOM:** I'm Brett Bascom. I'm the
15 business manager at Florida Telecommunications Relay.

16 **MR. MONROE:** John Monroe, regulatory counsel
17 at Sprint.

18 **MR. BRANCH:** This is Jeff Branch, client
19 director with Sprint.

20 **MR. WILLIAMS:** And we're ready for
21 participants that are on the phone. You can go ahead
22 and introduce yourself.

23 **MR. LEVINE:** This is a Gary Levine with
24 Hamilton Relay.

25 **MR. WILLIAMS:** Welcome, Gary.

1 Is there anyone else on the phone?

2 (No response.)

3 Hearing none, at this time, we will go
4 ahead -- we -- of course, the meeting was properly
5 noticed, and as part of the notice, we provided a draft
6 copy of the request for proposal in Docket 170039.

7 So at this time, unless there are any
8 objections, what we plan to do is to proceed by going
9 through the draft request for proposals and just kind of
10 walk through each section and entertain or address any
11 questions that anyone may have.

12 So at this time, what I will do is -- Pam Page
13 is going to lead the walk-through of the RFP, so I will
14 turn that over to her.

15 **MS. PAGE:** Thank you, Curtis.

16 We will go through the RFP section by section,
17 and we are seeking comments and suggestions from all the
18 participants.

19 We will begin with Section A1 on page 6,
20 administrative requirements and procedures.

21 Issuing entity and point of contact. The
22 point of contact for the Public Service Commission is
23 Mr. Curtis Williams, who is the chairman of the FPSC's
24 Proposal Review Committee. Mail correspondence would go
25 to Mr. Williams, care of Carlotta Stauffer, who is our

1 Commission Clerk.

2 The purpose of the RFP is to contract for a
3 relay system that meets the needs of the people of the
4 state of Florida.

5 Section E, Table 1, of this RFP at page
6 6 contains a summary of the captioned telephone
7 intrastate billable minutes and TRS interstate billable
8 minutes provided by the current relay provider.

9 At Table 2, in Section E at page 57, is a
10 summary of the intrastate and interstate session minutes
11 for the months of March 2016 through February 2017.

12 Feel free to make a comment as we go along, if
13 you should have any.

14 This RFP is to be governed by the laws of the
15 state of Florida and construed under the laws of the
16 state of Florida. Any legal proceeding will be brought
17 in the state of Florida administrative or judicial
18 forums.

19 The RFP contains the instructions governing
20 the proposal to be submitted and the material to be
21 included therein.

22 The provider must have necessary FCC authority
23 for only use for relay service telecommunications
24 providers that have the necessary FCC authority to
25 provide interstate and international service.

1 We have a definitions and acronyms section at
2 Section 6, page 7, 8, and 9.

3 Does anyone have any comments or edits that
4 they'd like to suggest to these definitions?

5 **MR. MONROE:** Pam, I have one for F, blocked
6 calls.

7 **MS. PAGE:** Yes.

8 **MR. MONROE:** As worded, it sounds like we're
9 talking about not the provider's network but the carrier
10 who's providing the underlying call. In other words,
11 this is before the call reaches the platform. And it
12 doesn't seem appropriate to us that you'd define blocked
13 calls based on whether -- when they haven't even reached
14 the platform yet. And so we'd suggest changing that
15 to -- to be calls that are blocked by the provider's
16 platform.

17 **MS. PAGE:** I'll make a note of that. And that
18 seems to make it more clear.

19 **MR. MONROE:** Okay. Thank you.

20 **MS. PAGE:** Yeah. Anyone else have any
21 comments or suggestions on any of the definitions or the
22 acronyms?

23 (No response.)

24 All right. Seeing none, we'll move on to the
25 key dates. These are the key dates throughout the RFP

1 process.

2 We will be releasing the RFP by May 11th,
3 2017. The technical and price proposals will be due at
4 3:00 p.m. Eastern Daylight Time on June 16th, 2017. We
5 will begin service on March 1st, 2018.

6 Again, the commencement date for the service
7 is March 8th, 2018. Bidders need to show how they can
8 meet that deadline by March 1st, 2018, and provide a
9 statement that they can provide complete service on
10 March 1st, 2018.

11 The term of the contract is an initial
12 three-year period. We added some change to this
13 provision to state that, "Upon mutual agreement, the
14 contract may allow for the term to be extended up to
15 four additional one-year periods, subject to the same
16 terms and conditions set forth in the initial contract
17 and any written amendment signed by the parties." The
18 remainder of the language is the same as the previous
19 RFP.

20 On communications, until the staff
21 recommendation on the award of the contract is filed in
22 the docket file, bidders are not to communicate with any
23 FPSC Commissioner, staff member, advisory committee
24 member regarding this RFP except for written
25 correspondence to or from the PRC chairman, Curtis

1 Williams.

2 After the recommendation for award is filed,
3 there will be no oral or written communication with FPSC
4 staff, including the PRC chairman. And for breach of
5 this provision, the Commission reserves the right to
6 reject the proposal.

7 Proposals may only be modified or withdrawn by
8 the bidder up to the established filing date and time.
9 The technical and price proposals must be filed
10 June 16th, 2017. Late proposals will not be accepted.

11 The bidding costs are borne by the bidders.
12 Neither the FPSC or the Florida system is liable for any
13 cost.

14 The PRC chairman and the Commission reserve
15 the right to reject any or all proposals and to cancel
16 the RFP; however, the FPSC reserves the right to allow a
17 bidder to correct minor irregularities upon notification
18 by the PRC chairman.

19 The technical proposals will each be made
20 available to the general public within ten days after
21 each is opened.

22 The price proposals will not be opened until
23 after the technical proposals have been evaluated.
24 These price proposals will be made available after the
25 staff recommendation for award is filed.

1 On protest, we follow the Administrative
2 Procedure Act. Failure to file a protest of either the
3 RFP or the letter of intent, which is the Commission's
4 letter indicating to whom the contract will be awarded,
5 within -- failure to protest either one of those two
6 events within the time prescribed in Section
7 120.57(3)(b) shall constitute a waiver of those
8 proceedings under Chapter 120. This language is from
9 the statute.

10 **MR. MONROE:** Could I just ask a question? Do
11 you want us to stop as we come to a section, or do you
12 want to go back? What would you prefer?

13 **MS. PAGE:** I think it would be best to go as
14 we go through this rather than waiting until the end.

15 **MR. MONROE:** Okay.

16 **MR. BRANCH:** Okay. I do have one, one
17 suggestion.

18 In terms of the contract, page 10, Section A,
19 I know that it's been discussed previously, Sprint does
20 not feel that they're able to provide services after an
21 extension with the same price. So if we could have a
22 fixed price on the options for the year. We have -- we
23 have a base price for three years, but then on the
24 extension years, we're wondering if it would be possible
25 for us to be -- we're suggesting we be able to put in a

1 fixed price for these extension years.

2 **MS. SALAK:** So you want to give us two rates,
3 is that what you're saying, two sets of rates?

4 **MR. BRANCH:** Essentially, yes.

5 So we've got the base years, the three --
6 we've got the three base -- the base price for the first
7 three years, and then we have those extension years. So
8 we're wondering in terms of a fixed price for those
9 extension years.

10 **MS. SALAK:** So basically we'd be contracting
11 for the seven years? Is that what you mean to do?

12 **MR. BRANCH:** Seven years is a long way off.
13 But I know that we've got three years and then maybe two
14 extension years, so five years total.

15 It would be -- if we had two extension years,
16 we could have a fixed price for those extension years,
17 or if there were more than that as well. I don't know.
18 It was just a suggestion. Because you'd have the prices
19 there, you wouldn't have to do so much in terms of
20 editing. You'd already have the prices there.
21 Typically the prices change due to things like
22 inflation.

23 **MS. SALAK:** Yeah. So under your -- how you
24 envision this happening, would you still have the choice
25 of whether you served us in years four and five? I

1 mean, would we all still have a choice whether or not we
2 continued or not, or would it automatically continue?

3 **MR. BRANCH:** No, you would have a choice. If
4 we would like to extend, we could. The price would
5 already be there. That would be set. Rather than, like
6 right now, there's no set price for the extension year.
7 There is no price there. So if we already had a price
8 there for an extension year, we'd know what that would
9 look like.

10 So after that third year is up and we needed
11 to make an extension, we could. If you decided you'd
12 like to extend it for a year, we'd be able to do so with
13 that fixed price already set. It's not something we'd
14 have to come up with later.

15 **MS. SALAK:** I'm going to have to talk with --

16 **MR. LEVINE:** This is Gary Levine with
17 Hamilton.

18 As another alternative, something that we
19 might prefer would be after the initial three-year term,
20 if you could just insert maybe a sentence in there that
21 says that the price for the renewal period will be
22 negotiated at the end of that, the initial term, or that
23 there would be an opportunity to negotiate -- to
24 renegotiate those renewal periods.

25 Because as was stated, trying to figure out

1 costs and pricing for seven years out is very difficult.
2 So if we have a set price for three years and then the
3 opportunity to negotiate a price for the renewal period,
4 Hamilton would be -- find that very satisfactory.

5 **MS. PAGE:** We'll have to look at that. There
6 may be some legal issues involved in that.

7 We placed the language in the RFP this time
8 that the renewals would be for the same terms and
9 conditions that were set forth in the initial contract.
10 So I don't know.

11 Jeff, are you saying that the price would be
12 the same for the initial contract as it would be for the
13 extended additional periods?

14 **MR. LEVINE:** Hamilton would appreciate the
15 opportunity to renegotiate pricing for those renewal
16 periods.

17 **MS. PAGE:** Okay.

18 **MR. LEVINE:** To do that towards the end of the
19 initial contract.

20 **MR. MONROE:** We were under the impression that
21 that's contrary to your procurement rules.

22 **MS. PAGE:** Yes.

23 **MR. MONROE:** That you couldn't agree to
24 negotiate later on the price.

25 **MS. PAGE:** No, no.

1 **MR. MONROE:** Which is why we are suggesting
2 what we suggested.

3 **MS. SALAK:** You suggested two flat rates, two
4 separate rates, an increase in rate for other years as
5 opposed to negotiations.

6 **MR. BRANCH:** Correct, correct. Yes.

7 **MS. PAGE:** We'll have to look at that. I
8 can't give you an answer today.

9 **MS. SALAK:** We are going to ask for written
10 comments at the end, so that would be perfect, you know,
11 if you had an idea like that, to put those in there.

12 **MR. MONROE:** On that note, would you like us
13 to -- I mean, at the end when we submit written
14 comments, would you like us to basically reiterate all
15 the suggestions we have or only some of them or --

16 **MS. SALAK:** Well, like the first one that you
17 made about the definitions --

18 **MR. MONROE:** Right. Yeah.

19 **MS. SALAK:** -- we got that.

20 **MR. MONROE:** Okay.

21 **MS. SALAK:** Just to make sure that we have the
22 entire idea of the concept, we would want to --

23 **MR. MONROE:** Okay.

24 **MS. SALAK:** I mean, that's a little more
25 involved when we start talking about that.

1 **MR. MONROE:** Sure. Okay. Thanks.

2 **MS. PAGE:** On page 12, as we stated before,
3 the posting of the notice of intent to award is the
4 point of entry to protest the award pursuant to Section
5 120.57(3). In Section 17, we describe the
6 considerations that will be used to award the contract
7 to the bidder whose proposal is most advantageous to the
8 state.

9 Are there any comments or questions on those
10 considerations?

11 (No response.)

12 Okay. The FPSC reserves the right to make an
13 award without discussion of proposals with the bidder;
14 therefore, it is very important that each technical and
15 price proposal be submitted in the most complete,
16 understandable, and as accurate a manner as possible.

17 Bidders may be asked to participate in oral
18 interviews, respond to a written data request, make
19 their facilities available for a site inspection, or
20 make their financial records available for an FPSC
21 audit.

22 The contract document is made up of -- the
23 contract itself is made up of three separate documents,
24 which include: The request for proposal, the bidder's
25 proposal and responses to the RFP, and a document

1 identifying any clarifications to the proposal and any
2 unsolicited items contained in the proposal and desired
3 by the Commission to be included in the Florida relay
4 system.

5 All of these items -- the RFP, the bidder's
6 proposal, and the clarification document -- will
7 constitute the complete initial contract that is then
8 executed by the Commission's executive director on
9 behalf of the Commission.

10 **MR. MONROE:** I've got a comment on that
11 section.

12 We think it would be appropriate to include an
13 order of priority or preference in the event of a
14 conflict among the individual components, and we'd
15 suggest the contract itself and then the bidder's
16 response and then the RFP. And I think this has been
17 discussed in earlier occasions. I wanted to elaborate a
18 little bit, though.

19 I think everyone is in agreement that the
20 contract itself would take priority, and really the
21 issue is what happens if there's a -- if the contract is
22 silent on an issue and then there's a conflict between
23 the bidder's proposal and the RFP? And it makes sense
24 to us that the bidder's response would take priority.

25 I can just kind of give a simplistic example.

1 Say the RFP said that reports should be submitted on red
2 paper and the bidder's response said, "Well, our system
3 is constrained so that it only generates reports on blue
4 paper, so we take exception to that." If that bidder is
5 ultimately successful so that the Commission has
6 accepted that and then the contract is silent on the
7 color of the paper for the reports, now you've got a
8 conflict between these two documents. Because the PSC
9 accepted the bidder's response, it would only make sense
10 that the bidder's response would take priority over the
11 RFP, or else then the Commission would, I think, be
12 required to know it was in the RFP even though the
13 bidder said they can't do that.

14 **MS. PAGE:** We usually put together an
15 agreement that specifies the order of priority for the
16 RFP, the bidder's proposal, and the clarifying document.
17 I don't, right now, recall what the priority was.

18 In your example, what you're talking about
19 would be immaterial, you know. But I think it would be
20 more significant if we had a material issue there where
21 we were actually dealing with a written term of the RFP
22 where the contract was silent on that. See, the
23 contract is the RFP and the proposal. So in theory,
24 they should -- they should match up. There shouldn't
25 really be too much of a discrepancy.

1 **MR. MONROE:** Well, I guess I was picturing a
2 contract which is at least a skeleton that incorporates
3 these other documents.

4 **MS. PAGE:** Yes, we did that.

5 **MR. MONROE:** Yeah. And so if the skeleton is
6 silent on a term, in other words, if it doesn't
7 elaborate on anything, so that the operative language is
8 in either the RFP or the bidder's response or both.

9 If there's a conflict between those two, it
10 makes sense to us that the bidder's response would take
11 priority over the RFP because the bidder's response was
12 accepted.

13 **MS. PAGE:** Uh-huh. Go ahead.

14 **MS. SALAK:** I just had a question.

15 First of all, I think that they're listed here
16 in the -- where we have traditionally considered the
17 priority.

18 But with that said, so what happens if we
19 grade, grade your RFP, for lack of a better term, we
20 score it and you're the winner, but yet there's still
21 something that we find objectionable? What do we do
22 with that? Do we just live with something we find
23 objectionable? Is that what you're -- is that what
24 you're saying, is that it doesn't matter what the RFP
25 says, that we live with it?

1 **MR. MONROE:** No. Something like that where --
2 you know, if the successful bidder had made an exception
3 that the PSC accepted that bidder but didn't like that
4 exception, that sounds to me like something that could
5 be negotiated and then put into the -- that contract
6 skeleton, which supersedes both the RFP and the bidder's
7 response.

8 So that if -- in my example, if the PSC said,
9 "Well, okay, we'll accept your bid, but we really need
10 those reports on blue paper or red," I forgot which my
11 example was, then that could be negotiated. And if
12 it -- if it couldn't be reconciled, then it can't be
13 reconciled and maybe that bidder doesn't win the award.

14 But our point was if the contract is silent on
15 it so that all we have is the bidder's response and the
16 RFP, that the bidder's response ought to take priority.
17 And I think that's different from how staff came out on
18 it last time.

19 **MS. PAGE:** Yes, I think it is. It is
20 different. And I -- I agree with Ms. Salak that the
21 order of priority is as it's listed here, but that's
22 also listed in the agreement. We do an agreement that
23 incorporates the RFP and the bidder's proposal. The
24 agreement just provides a mechanism for our executive
25 director and a representative from the provider to

1 execute their signatures as to the contract.

2 But, again, the contract itself is the RFP and
3 the bidder's proposal. And if there's any discrepancy,
4 the RFP would take precedence.

5 But we will look at your suggestion. If you
6 want to submit that in your written comments, that would
7 be helpful.

8 **MR. MONROE:** Sure. I'd be happy to.

9 **MS. PAGE:** All right. Any other comments
10 regarding the contract document?

11 (No response.)

12 The Commission, the advisory committee, and
13 the PRC, the Proposals Review Committee, do not assume
14 any liability with respect to the RFP, the proposal, or
15 any matters related thereto, unless there is a malicious
16 purpose or intent.

17 This is a statutory requirement that we pulled
18 from our DMS, Department of Management Services,
19 contract award statute, so we're not at -- free to amend
20 this or waive this requirement.

21 **MR. MONROE:** We have a suggestion for that,
22 which is separate from a suggestion that you waive it or
23 amend it, and that is that we just incorporate that
24 statute 427, that 707 into the contract.

25 **MS. PAGE:** I'd have to look at the statute and

1 see how it, you know, mirrors up with what we have here.

2 **MR. MONROE:** Okay.

3 **MS. PAGE:** But we'll look at that as well.

4 **MR. MONROE:** All right. Thank you.

5 **MS. PAGE:** All the information in the RFP,
6 including any amendments and supplements, reflects the
7 best and most accurate information available to the
8 Commission at the time the RFP was prepared.

9 The Commission has the unilateral right to
10 cancel, terminate, or suspend any ensuing contract by
11 giving the provider 60 calendar days' written notice by
12 certified mail. This contract is subject to the
13 availability of funds pursuant to the Commission's own
14 procurement rules.

15 Meetings held between the Commission or the
16 PRC and the bidder shall be open to the general public.
17 All meetings with bidders will be transcribed.

18 We have a public records section in the RFP.
19 Chapter 119 is Florida's public records law. This law
20 was amended during the most recent 2016 legislative
21 session and requires that we now put this precise
22 language into the RFP. The contract and all the
23 elements of the RFP and the proposal are public records.

24 **MR. MONROE:** Could I back up one to Section 23
25 on the cancellation?

1 **MS. PAGE:** Uh-huh. Yes.

2 **MR. MONROE:** We'd request, instead of 14 days
3 to cure a breach, 30. And then -- that's the section on
4 termination for breach.

5 And we'd also suggest that the provider have a
6 right to terminate in the event of a breach and that
7 there be a cure period as well.

8 **MS. PAGE:** We would have to look at the state
9 procurement statutes on that.

10 **MR. MONROE:** Okay.

11 **MS. PAGE:** I'm concerned that this again is
12 another requirement from those statutes --

13 **MR. MONROE:** Okay.

14 **MS. PAGE:** -- where we have to put the
15 language in verbatim. But we will -- again, we will
16 look at that.

17 **MR. MONROE:** All right. Thank you.

18 **MS. PAGE:** Uh-huh.

19 **MS. SALAK:** And just to give you some relief,
20 it is the -- it is the Commission's -- you know, we will
21 be working with the company closely. I mean, we're not
22 going to let something happen for forever, but we
23 will -- technically we'll be talking to you and saying,
24 "I'm sorry. This is not working right." And then the
25 letter would come later. I mean, we would give you the

1 opportunity to fix it before we ever sent you a letter.
2 So you really have more time than that. Although once
3 it gets legal, it's out of my hands, so.

4 **MR. MONROE:** Yeah.

5 **MS. PAGE:** Any change in the contract shall be
6 accomplished by a formal written contract.

7 Yes, Jeff.

8 **MR. BRANCH:** So did you already mention about
9 the public records part as far as the proposal letter
10 on -- under Section D right there? It's in the second
11 sentence there where it says if the provider transfers
12 all public records to the FPC, the provider will --
13 provider add the sentence caption, "upon written
14 request." That addition, "upon written request," should
15 the providers, you know, give satisfactory notice of the
16 application post-contract.

17 **MS. PAGE:** If I understand your question,
18 you're asking what the sentence concerning the
19 destruction of duplicate records? Are we talking about
20 that sentence?

21 **MR. BRANCH:** On letter D --

22 **MS. PAGE:** Yes.

23 **MR. BRANCH:** -- on page --

24 **MS. PAGE:** 15?

25 **MR. BRANCH:** I'm sorry. I was looking at my

1 other notes. On page 15.

2 **MS. PAGE:** Yes.

3 And, I'm sorry, what was the question? The
4 second sentence? Yes, okay.

5 **MR. BRANCH:** And the second sentence in the
6 section. If the provider transfers all the public
7 records.

8 **MS. PAGE:** This would be upon completion of
9 the contract.

10 **MR. BRANCH:** Correct. The completion of the
11 contract.

12 **MS. PAGE:** And then --

13 **MR. BRANCH:** And then the provider shall, upon
14 written request. Can we add "upon written request"?

15 **MS. PAGE:** Oh, I see. If the provider, upon
16 written request, transfers all public records? Again,
17 this is statutory language.

18 **MR. MONROE:** We want a written request of
19 their obligation to destroy.

20 **MS. PAGE:** Oh, you want a written request to
21 --

22 **MR. MONROE:** To destroy those duplicate
23 records.

24 **MS. PAGE:** -- to destroy the records. I don't
25 see why we couldn't do that.

1 **MR. BRANCH:** Okay.

2 **MS. PAGE:** On conflict of interest, standards
3 of conduct, the award in this contract is subject to the
4 provisions of Chapter 112, which is the ethical law --
5 ethics law for public employees, including Commission
6 employees, and Chapter 350 standards of conduct again
7 for Commission employees.

8 The bidders must disclose the name of any
9 officer, director, or agent who is also an employee of
10 the State of Florida to avoid any potential conflict of
11 interest, and must disclose the name of any state
12 employee who owns directly or indirectly an interest of
13 5 percent or more in the bidder's firm or any of its
14 branches.

15 Minority business. If two identical bids or
16 proposals to an invitation for bid or request for
17 proposals are received and one proposal is from a
18 minority-owned company, the Commission shall enter into
19 a contract with the minority-owned company.

20 Any dispute concerning the performance of the
21 contract will be decided by the Commission or the
22 Commission's designated contract manager. This decision
23 is final and conclusive unless, within 21 days from the
24 date of receipt, the provider files with the Commission
25 a petition for an administrative hearing.

1 There are also dispute resolution procedures
2 that are outlined in Chapter 120. Exhaustion of
3 administrative remedies is an absolute condition
4 precedent to pursue any other form of dispute
5 resolution. Any questions on the dispute resolution?

6 The delay or failure by the Commission to
7 exercise or enforce any of its rights under this
8 contract shall not constitute or be deemed a waiver of
9 the Commission's right thereafter to enforce those
10 rights.

11 On severability, if the court determines that
12 any provision of this contract is void or unenforceable,
13 that provision shall be enforced only to the extent that
14 it is not a violation of law, and all other provisions
15 shall remain in full force and effect.

16 Force majeure. This is a provision that is
17 probably pretty standard, familiar to most of you, but
18 the provider is not responsible for delay resulting from
19 acts of God, strikes, fires, floods, or other similar
20 cause wholly beyond the provider's control. There is a
21 notice requirement in this provision that the provider
22 give notice to the Commission where the unfore -- where
23 the cause is unforeseen or foreseen. Are there any
24 questions regarding the force majeure?

25 There is a liquidated damages provision in the

1 RFP. Failure to implement the service by March 1, 2018,
2 is a significant and material breach of the contract.

3 For each day the service is delayed, the
4 provider shall pay to the administrator, for deposit in
5 its operating fund, the sum of \$25,000. And then there
6 are additional amounts of liquidated damages for each
7 type of breach.

8 **MR. BASCOM:** Pam, I have a question.

9 **MS. PAGE:** Yes.

10 **MR. BASCOM:** This is Brett Bascom. Would it
11 be possible to put in some sort of notification to the
12 administrator of when the Public Service Commission
13 notifies the TRS provider that liquidated damages might
14 be sought?

15 **MS. PAGE:** That sounds reasonable.

16 **MR. BASCOM:** Thank you.

17 **MS. PAGE:** Yeah.

18 **MR. MONROE:** I had a couple of comments on
19 that section as well.

20 But we suggest in the -- probably in the
21 introductory paragraph would be the most appropriate
22 place, a reference back to Section 33, the force majeure
23 clause, just making a note that the imposition of
24 liquidated damages is subject to the force majeure
25 clause, which I think the force majeure clause says. So

1 they would just reference each other then.

2 **MS. PAGE:** Okay.

3 **MR. MONROE:** And then I had a question about
4 F. And depending on the answer, I might have a
5 suggestion.

6 When -- when F is talking about imposing
7 liquidated damages in the amount commensurate with the
8 duration and extent of the system deficiencies, that's
9 different from A through E, I think. Is that right?

10 **MS. PAGE:** Yes, it's different.

11 **MR. MONROE:** Okay. Then I guess what doesn't
12 make sense to me is that we've got a section that
13 imposes liquidated damages that aren't liquidated.

14 **MS. PAGE:** Well, they will be liquidated once
15 we determine the amount that's commensurate with the
16 extent of the deficiencies.

17 **MR. MONROE:** Well, my point is if it's not
18 referencing A through E; in other words, if it's not
19 saying, you know, if you do something, then we're going
20 to have a C and a D and maybe an E, or something like
21 that -- in other words, if we're not tieing it back to
22 those particular numbers, and what F is saying is if
23 there's a system deficiency, then there could be
24 damages. Those don't sound liquidated. It sounds like
25 it would just be ordinary damages that are unliquidated.

1 **MS. PAGE:** Well, we put the language in here
2 to -- to somewhat limit that to make it commensurate
3 with the extent of the deficiencies. I'm not sure why
4 you would want to have it different.

5 **MR. MONROE:** Well, I'm not -- maybe I'm -- I'm
6 not sure I'm understanding it correctly, but I think
7 what F is saying is, and if the provider fails in some
8 other respect, then the Commission can seek damages.
9 But that's just a -- I mean, that's just a general
10 contract law provision that, you know, if somebody
11 breaches, you can sue for damages. But they're not
12 liquidated in that case. They're just -- they're just
13 contract damages.

14 **MR. HETRICK:** So what you're suggesting might
15 be to take that paragraph F and make it a standalone
16 paragraph so it doesn't appear under liquidated damages,
17 and then strike the reference to the word "liquidated."

18 **MR. MONROE:** I think so, because they're not
19 liquidated. And when you read that, you think, "Oh,
20 okay, well, is this referencing back to something else?
21 Or where are they being liquidated?" And I think the
22 answer is they're not being liquidated, so then we
23 shouldn't call them that just to avoid confusion. If
24 this is a general clause saying that another remedy is
25 ordinary contract damages, then -- then it should be

1 separate and worded that way just for clarification.

2 **MR. HETRICK:** Okay.

3 **MS. PAGE:** Thank you.

4 **MR. MONROE:** Or, alternatively, you could just
5 delete F because then it would just be a statement of
6 general contract law anyway.

7 **MS. PAGE:** Does anyone have any further
8 comments or suggestions regarding Section A of the RFP?

9 (No response.)

10 All right. We'll proceed then to Section B,
11 the service to be provided. This section of the RFP
12 lists and describes the specific basic features of the
13 relay service required to be provided.

14 The relay service is designed to provide a
15 means by which a deaf, hard of hearing, speech or dual
16 sensory impaired person using a TTY can communicate over
17 the existing communications network with a non-TTY user
18 through the use of the relay system.

19 There is to be a single access number for TDD
20 users, and the service shall be designed to relay local
21 intrastate, interstate, and international calls that
22 originate or terminate in Florida.

23 The minimum CA qualifications include a
24 minimum typing speed of 60 words per minute on live
25 traditional relay calls. Any person who has not passed

1 tests A, B, C, D, and E in proficiency shall not be used
2 as a CA.

3 Each bidder shall demonstrate in its proposal
4 how ongoing CA training will be provided by including
5 with its proposal an outline of a proposed CA training
6 plan.

7 All relay center staff, including management,
8 shall receive training in ASL, deaf culture, needs of
9 hearing, speech and dual sensory impaired users, and
10 ethics and confidentiality.

11 Bidders are required to outline a program for
12 counseling and support to deal with the emotional
13 aspects of relaying calls.

14 The system shall be designed to convey the
15 full content of the communications.

16 Does anyone have any comments on Section B9?

17 (No response.)

18 At all times the provider shall make available
19 CAs with the capability to provide relay service to
20 users who use either English, Spanish, or ASL on their
21 relay call. Translation from one language to another is
22 not required.

23 The provider is not required to serve
24 languages other than English, Spanish, or ASL; however,
25 additional evaluation points may be given for proposals

1 that include how the provider would handle relay calls
2 using one or more additional languages. For example:
3 French or Haitian, Creole.

4 On each shift the provider shall employ in the
5 relay center at least one person who is highly
6 knowledgeable of ASL in order to serve as an advisor or
7 consultant to assist CAs in understanding the intent of
8 messages. All calls shall be totally confidential.

9 Then in terms of the types of calls to be
10 provided, we have text-to-voice, voice-to-text, voice
11 carry-over, two-line voice carry-over, VCO-to-TTY,
12 VCO-to-VCO, hearing carry-over, two-line hearing
13 carry-over, HCO-to-TTY, HCO-to-HCO, and Captioned
14 Telephone or its equivalent service.

15 The call release functionality is a feature
16 that allows the CA to sign off or release from the
17 telephone line after the CA has set up a telephone call.

18 Speed dialing is a feature that allows the TRS
19 user to place a call using a stored number. Three-way
20 calling functionality is a feature that allows more than
21 two parties to be on the telephone line at the same time
22 with the CA.

23 CAs must alert the TRS user of the presence of
24 a recorded message and interactive menus through a hot
25 key on the CA's terminal.

1 Any questions so far?

2 **MR. BRANCH:** No.

3 **MS. PAGE:** The provider shall provide
4 Turbocode or its functionally equivalent service that
5 allows the relay user to interrupt the CA or other TDD
6 user as part of the basic relay system.

7 **MR. BRANCH:** I have something. I'm sorry. I
8 need to go back to Section B20, captioned telephone and
9 VCO. I know we've probably discussed this in the past,
10 but in regards to ESN, ESN billing, Sprint recommends
11 that we change it to ANI billing so that you can
12 recognize the phone number to bill. This allows
13 suppliers to -- well, it allows Sprint to route the
14 calls more efficiently. Since we've been using ESN
15 billing, it's uses an older system and it requires
16 more -- more maintenance, more hands-on monitoring.
17 It's less efficiency and it's less cost-effective in
18 order for us to maintain the system.

19 So we were hoping to be able to change that to
20 ANI billing because that would be significantly more
21 helpful for the state as well.

22 **MS. SALAK:** Is that one that you can include
23 in your written stuff? Only because I will be talking
24 to someone else about that in my -- on my staff, so --

25 **MR. BRANCH:** Sure.

1 **MS. SALAK:** I appreciate it. Thank you.

2 **MR. BRANCH:** Absolutely.

3 **MS. PAGE:** Speech to speech, when the STS user
4 requests one of these names, a list of names and
5 telephone numbers which the STS user calls, the CA shall
6 just repeat the name and state the telephone number to
7 the STS user.

8 Pricing for STS service shall be included in
9 the basic relay service price.

10 Access to pay-per-call services. The bidder
11 should explain how it will provide relay service users
12 with access to pay-per-call services.

13 The bidder shall explain in the proposal how
14 interstate and intrastate pay-per-call charges shall be
15 separated for end user payment purposes.

16 Caller ID, at least one of the following is
17 required: The number of the TRS facility, 711, or the
18 10-digit number of the calling party.

19 Last number redial allows the caller to have
20 the system dial the last number called via relay without
21 the caller having to give the number to the CA.

22 CAs do not have to tolerate obscenity, and the
23 proposal shall specify how the provider will handle
24 these situations.

25 The provider must use the system for incoming

1 emergency calls that at a minimum automatically and
2 immediately transfer the caller to an appropriate public
3 safety answering point.

4 The provider is responsible for ensuring that
5 99 percent of all calls reaching the provider's relay
6 center per day are either answered or continue to
7 receive a ringing signal.

8 The provider is responsible for answering,
9 except during network failures, 85 percent of all calls
10 daily within 10 seconds of reaching the relay switch by
11 any method which results in the caller's call
12 immediately being placed.

13 All equipment shall be compatible with the
14 basic protocols of TDDs distributed in Florida through
15 the administrator.

16 **MR. MONROE:** I have a question on Section 28,
17 call blockage.

18 **MS. PAGE:** Yes.

19 **MR. MONROE:** The second sentence requires
20 calls blocked receive a 120-interruption-per-minute
21 signal, and then it's talking about receiving a network
22 blockage signal.

23 So there are we talking about calls that are
24 blocked by the provider's platform or calls that are
25 blocked in the network before they reach the provider's

1 platform?

2 **MS. PAGE:** Would someone else like to take
3 that question?

4 **MR. MONROE:** And then an observation. 120
5 interruptions per minute is normally used in telephony
6 to indicate a misdialed called and not a blockage
7 situation.

8 In other words, if you live in an area that
9 has 10-digit dialing and you dial nine digits and then
10 just stop dialing, when the dialing register times out,
11 and it will at some point, you'll get that fast busy
12 signal because you've incorrectly dialed something that
13 can't be routed, as opposed to if you dial the full ten
14 digits but the network can't process your call because
15 of blockage, you don't get the 120 interruptions per
16 minute, the fast busy. You get something else, usually
17 a three-tone followed by "all circuits are busy" or
18 something to that effect.

19 So regardless to what the answer to my first
20 question is, we don't think that the 120 interruptions
21 per minute is the appropriate tone for the caller to
22 get.

23 **MR. WILLIAMS:** Can you clarify? I mean,
24 what -- what do you think is appropriate?

25 **MR. MONROE:** Well, that kind of goes back to

1 what the answer to the first question was.

2 If we're talking about a blockage by the
3 telephone network before it gets to the provider's
4 platform, then that should -- well, for one thing, the
5 provider is not going to have any control over that. It
6 would be in the telephone network. But probably what
7 the caller should get is some kind of conventional
8 network busy thing like a three-tone and a recording
9 that says, "All circuits are busy."

10 If we're talking about a blockage within the
11 provider's network, then, of course, the provider --

12 **MR. WILLIAMS:** That's what we're referring to.
13 I mean, we're trying to get to technical issues that
14 Sprint can prevent, not the network outside of Sprint's
15 network.

16 So, I mean, maybe if you can, in your
17 comments, kind of further explain or clarify.

18 **MR. MONROE:** Okay. All right.

19 **MR. WILLIAMS:** But your concern is with
20 Sprint. I guess what -- your point is that you want to
21 make sure that if there's a problem with transmission of
22 the call, that we're not penalizing Sprint prior to that
23 call entering Sprint's network.

24 **MR. MONROE:** Well, of course, we would be
25 concerned with that. But we were thrown when it says,

1 "A network blockage signal," that that might be a
2 reference to the telephone network before it reaches the
3 platform, and the provider is not going to have any
4 control over that.

5 But if we're talking about a platform
6 blockage, then we'd suggest -- then the provider does
7 have control over it. But we'd suggest that 120
8 interruptions per minute would be confusing to the
9 caller because that's -- that's not what you normally
10 get in telephony when you call somebody. If the call
11 actually reaches a platform but it can't process your
12 call, you normally should get something else.

13 **MR. WILLIAMS:** Okay. Well, in your comments,
14 if you can just explain that and provide what your
15 suggested solution for clarification would be, we'd take
16 that into consideration.

17 **MR. MONROE:** Okay.

18 **MS. SALAK:** Do you have the sentence now or do
19 you not? Or do you want to think about it?

20 **MR. MONROE:** Well, one thing we could do is
21 just delete the last sentence. If you want to have
22 something, I guess I'd suggest something like "calls
23 blocked by the provider's platform should receive an
24 appropriate notification."

25 **MS. SALAK:** John, you did tell me that you're

1 an engineer, right?

2 **MR. MONROE:** Did I confess to that?

3 **MS. SALAK:** You did.

4 (Laughter.)

5 **MR. MONROE:** Before I went to law school, I
6 was a network engineer.

7 **MS. SALAK:** Yes. Never would have guessed.

8 **MS. PAGE:** Transmission levels. Transmission
9 levels must be maintained within industry standards as
10 outlined in the American National Standards Institute
11 network performance switched exchange access network
12 transmission specifications.

13 The provider must provide updates to those
14 standards as amended by ANSI during the term of the
15 contract. And the code that we previously referred to
16 is ANSI T1.506-1997.

17 Every meter, recording, and ticketing device
18 used to capture call details for billing subscribers or
19 the Commission or the administrator as well as for
20 providing traffic information shall be tested prior to
21 its installation and shall be accurate 97 percent of the
22 time to a -- to within a one-second grace period.

23 Any comments?

24 (No response.)

25 I see on the clock that we've been talking for

1 about an hour.

2 **MR. WILLIAMS:** We're good, we're good. Let's
3 keep pressing.

4 **MS. PAGE:** We're good? Okay.

5 In addition -- emergency operations and
6 uninterruptible power. In addition to a minimum of 30
7 minutes battery capacity sufficient to operate each
8 relay center processing relay traffic at busy season
9 busy hour load, each relay center shall have installed
10 emergency power generating equipment capable of
11 maintaining the relay center's operations.

12 The provider is to inform the contract manager
13 of any major interruptions to the operation of the relay
14 center extending beyond five minutes' duration.
15 Appropriate intercept messages shall be provided if a
16 system failure occurs.

17 The bidder shall show the capability of
18 expanding services in response to increasing demand.
19 The users should be allowed to benefit from advancing
20 technology.

21 Consumer input. The telephone users shall
22 have input on the quality of the delivery of service.
23 Bidders shall develop a plan to include the Commission
24 and its advisory committee in any evaluation of the
25 system.

1 The provider shall participate in all meetings
2 of the advisory committee and all Commission workshops
3 and hearings relating to relay service unless excused by
4 the contract manager.

5 Then we have a complaint resolution provision.
6 This concerns the provider establishing procedures
7 regarding complaints, inquiries, and comments regarding
8 system services and personnel. A complaint log
9 compliant with the FCC reporting requirements shall be
10 provided to the Commission's contract manager in a
11 timely manner for filing with the FCC.

12 The provider shall make no charge to the users
13 for making calls to the relay service. The provider
14 shall bill for charges for collect calls,
15 person-to-person calls, calls to or from hotel rooms and
16 pay telephones, and calls charged to a third party.

17 Intrastate cold (sic) calls -- toll calls
18 placed through the relay system and billed by or on
19 behalf of the provider shall be billed to the voice or
20 TDD caller at 50 percent of the provider's rate for
21 non-relay calls. An additional 10 percent discount
22 shall apply to calls to or from the dual sensory
23 impaired.

24 **MR. LEVINE:** This is Gary with Hamilton. And
25 I had submitted some suggestions for some of these next

1 few sections based upon the recent FCC waiver of the
2 requirement for equal access and long distance billing.
3 I didn't know whether you wanted to address those now or
4 wait until you get through these -- this billing
5 section.

6 **MS. PAGE:** I think we could address them now.

7 **MR. LEVINE:** Okay. Based upon that FCC waiver
8 of equal access and billing requirements, I think
9 Sections 40, 41 -- or really through about 45 is going
10 to -- could require a significant rewrite and some of
11 them even removal as far as, like, end user billing for
12 intrastate calls could be deleted in its entirety. And
13 we could just replace it with, you know, the provider,
14 relay provider will provide long distance service to TRS
15 and CapTel users at no cost to the users.

16 **MS. PAGE:** Right.

17 **MS. SALAK:** We've all read what you gave us on
18 staff and we gave it to Sprint and other people here
19 today. So I'm wondering if we could get any response
20 from Sprint. Do you agree or you don't agree or how do
21 you feel about what they are saying, Hamilton is saying?

22 **MR. BRANCH:** I've got the same comments as
23 well, so we agree.

24 **MS. SALAK:** Okay. So -- and you agree with
25 the additional language they want to scratch out and

1 what they've done?

2 **MR. MONROE:** I think we might have one -- one
3 difference.

4 **MS. SALAK:** Okay.

5 **MR. MONROE:** For Section 42 --

6 **MS. SALAK:** Uh-huh.

7 **MR. MONROE:** I'm not sure -- Gary, can you
8 clarify, were you wanting to delete 42?

9 **MR. LEVINE:** Not in its entirety because the
10 provider is still required to relay interstate and
11 international calls.

12 **MR. MONROE:** Oh, I see. Okay.

13 **MR. LEVINE:** But we're just not required to
14 bill for intrastate. But international calls are still
15 going to have to be a billing mechanism.

16 **MR. MONROE:** Right. Okay. Yeah, I think
17 we're in agreement then.

18 **MS. SALAK:** Okay. So I think we can pass this
19 out. We can pass this out now. I mean, we looked at
20 it, and the attorneys believe -- I don't want to speak
21 for you -- that we need to keep the section in.
22 However, we will devise a way for those companies that
23 have a waiver section that would basically include to be
24 excused from the sections that he discusses but we would
25 still have the requirements in one spot for the

1 company -- you'll see it in two seconds. It's the same
2 language. It's the same language, just we're putting it
3 in one area.

4 **MR. MONROE:** We might have -- we might have a
5 difference on 43 because I'm not sure we would want to
6 allow the caller to select the interchange carrier for
7 international.

8 **MS. SALAK:** Okay. Well, we didn't mean to put
9 you on the spot today. I just wanted to see if in
10 general you agreed, and then we can -- certainly in your
11 comments we would like to hear, you know. Because I
12 know you're seeing it for the first time today, so --

13 **MR. MONROE:** Right. Well, we're on the -- I
14 mean, we jointly petitioned for the waiver, so we're, I
15 mean, we're in the same -- on the same page there.

16 **MS. SALAK:** Right.

17 **MR. MONROE:** The difference is I don't think
18 the waiver necessarily addresses international. And we
19 haven't decided yet, but we might just decide to give
20 free international as well. And in all of these
21 instances, it doesn't make sense to us to allow the
22 caller to select an inter-exchange carrier when it's
23 just going to be free anyway. Because we might just as
24 soon contract with somebody to provide the international
25 toll and we just absorb it and the caller doesn't get

1 billed for it.

2 **MS. SALAK:** Okay. I understand. So if we
3 figured out a way to incorporate his language but give
4 you the option to be free, that would work for you; is
5 that correct?

6 **MR. MONROE:** Cheap is good. Free is better.

7 **MS. SALAK:** I'm not going to argue with that.
8 So does that mean we can skip down or -- 46?

9 **MS. PAGE:** Forty-six, special needs.

10 The provider is not required to provide
11 special need services; however, consideration will be
12 given for additional evaluation points for proposals
13 that include special needs services.

14 Special needs means limiting factors of a
15 physical or literacy nature that preclude a person who
16 is hearing, speech or dual sensory disabled from using
17 basic relay service.

18 Unsolicited features. The bidder will not be
19 required to provide unsolicited features in its basic
20 relay service; however, additional evaluation points
21 will be considered for proposals that include
22 unsolicited features.

23 If required by the FCC, the bidder shall be
24 capable of providing video relay service required by the
25 FCC. The bidder shall be capable of providing IP Relay

1 service. And, again, if required by the FCC, the bidder
2 shall be capable of providing IP captioned telephone
3 service.

4 **MR. BRANCH:** And I've got one thing.

5 For Section B48 there on the IP VRS, the
6 checklist in Section E indicates the section includes
7 the IP relay, the IP captioned phone in the services
8 with the video relay services. Will the IP CTS be added
9 to that section?

10 **MS. SALAK:** Hmm, let me look at it. Okay?

11 No, great catch. Okay.

12 James?

13 **MR. FORSTALL:** Yes. Does the IP captioned
14 telephone service being -- if it's required by the FCC,
15 cover all three providers. Since you have more than one
16 caption IP CTS provider out there, does this allow for
17 the service to be provided over all three?

18 **MS. SALAK:** Not under this contract. I mean,
19 under -- for who we can contract, our statute says, "A
20 provider." So I'm not the attorney here. I would say
21 we can only have one provider.

22 **MR. FORSTALL:** I think that might be something
23 we need to address because there are different types and
24 we have different types of equipment out there as well.
25 That's the other thing I wanted to address too is the

1 equipment part.

2 The CapTel, for instance, I don't -- I haven't
3 seen it being covered in here, but currently we're given
4 the equipment for free, and that should probably be
5 addressed in here as well so the other provider or any
6 of the providers are aware that we continue to take the
7 equipment for free.

8 **MS. PAGE:** We'll take a look at that. Thank
9 you.

10 **MS. SALAK:** Will you respond to Mr. Forstall?
11 Will both Hamilton and Sprint respond to what
12 Mr. Forstall said about they get CapTel phones free now
13 and should we put that in the bid.

14 **MR. MONROE:** Sure. We'll respond.

15 **MR. LEVINE:** And this is Gary from Hamilton.
16 Could you repeat that one more time? I missed part of
17 that.

18 **MS. SALAK:** Currently FTRI is receiving free
19 CapTel phones under their current contract.

20 **MR. LEVINE:** Okay.

21 **MS. SALAK:** So Mr. Forstall asked the
22 question, should that be explicitly looked at, I mean,
23 asked -- put in as part of the bid process.

24 **MR. LEVINE:** Okay.

25 **MS. SALAK:** That they -- we retain free phones

1 for FTRI for CapTel.

2 **MR. LEVINE:** Okay. And that's going to be put
3 in the bid as a rewrite then?

4 **MS. SALAK:** Well, that's what I was looking
5 for comments from both of you and see your thoughts on
6 it.

7 **MR. LEVINE:** Okay.

8 **MS. SALAK:** And it's a possibility, yes. It
9 is a possibility.

10 **MS. PAGE:** Section 49, redundancy. The bidder
11 is asked to please provide information regarding
12 redundant coverage offered nationally such as the number
13 of call centers.

14 The provider will be required to furnish an
15 acceptable performance bond, certified or cashier's
16 check equal to the estimated total first year price of
17 the contract. The bond may be renewed annually.

18 To be acceptable to the Commission as surety
19 for performance bonds, the surety company shall comply
20 with the following provisions:

21 On D we had a provision in the RFP requiring
22 that the execution of the bond be done by someone who is
23 a licensed resident agent. We removed that requirement
24 and left simply the power of attorney requirement.

25 Submission of monthly invoice. By the 14th

1 calendar day of the month, the provider shall submit a
2 detailed invoice to the administrator. Payment is due
3 within 30 days of receipt of a proper invoice.

4 The provider will not be entitled to a
5 separate payment from the Commission or the
6 administrator for any travel expenses which occur as a
7 result of this contract.

8 The provider shall provide to the contract
9 manager and the administrator the following written
10 reports by the 25th calendar day of each month. And
11 there are various requirements for these reports listed
12 in the RFP on pages 36 through 38.

13 Any comments or questions on those reports?

14 (No response.)

15 When relay service is transferred to a new
16 provider, the provider shall make every effort to ensure
17 that service is transferred to the new provider so that
18 relay users do not experience an interruption in
19 service.

20 Insurance coverage. During the term of the
21 contract, the provider shall provide insurance coverage
22 for itself and all of its employees used in connection
23 with the performance of services under this contract and
24 ensure that all subcontractors shall be similarly
25 covered as provided herein.

1 Section 56, optional Florida call center. A
2 bidder may, at its option, elect to place a call center
3 in Florida through which relay center may be routed. A
4 minimum of 75 percent of Florida relay traffic shall be
5 handled by the Florida-located center except when
6 emergency conditions exist at the Florida center.

7 Any questions or further comments on Section
8 B? James?

9 **MR. FORSTALL:** I don't have one on that
10 particular section, but I do -- I did not see it again.
11 Something that was offered during the current contract
12 is conference calling, and I think that would be
13 something that should be included because it was used
14 quite a bit. So I would like to suggest that that be
15 made available through the RFP process.

16 **MS. SALAK:** That was an -- that was -- last
17 time that was bid through the additional services they
18 wanted to offer for free. We could put that in there as
19 an example of what -- we could put that in as an example
20 of services that could be offered for free.

21 **MR. FORSTALL:** It did appear that people were
22 taking advantage of it.

23 **MS. SALAK:** Well, we certainly used the number
24 of minutes that we had and we could certainly use more.

25 **MS. PAGE:** Section C, technical bid proposal

1 format. The bidder's proposal shall be organized in the
2 same order as the items listed in the checklist form in
3 Section E, except signature of acceptance items require
4 no response other than a signature on the checklist.

5 Pursuant to Section 287.133, a person or
6 affiliate who is on the convicted offender list
7 following a conviction for a public crime may not submit
8 a bid on a contract to provide any goods or services to
9 a public entity.

10 To allow the Commission to evaluate the
11 financial responsibility of the bidding company, the
12 following items shall be submitted with the proposal for
13 the bidding company and its parent company, if
14 applicable. And there are four requirements that need
15 to be submitted on financial matters. And for each
16 state in which the bidder is providing relay service,
17 the bidder shall also indicate when the bidder began
18 operating the system, the number of outgoing calls for
19 the most recent month, and the total duration of the
20 contract.

21 Subcontractors. If the bidder proposes to use
22 subcontractors, the bidder shall identify those
23 subcontractors and indicate the scope of their role in
24 the provision of relay service. Once the contract is
25 awarded, any change in subcontractors shall be reviewed

1 and acknowledged by the Commission.

2 **MR. MONROE:** That's a change from the earlier
3 language?

4 **MS. PAGE:** Yes. Yes, it is. We -- you may
5 know that we recently did an amendment to the existing
6 contract to change a subcontractor's name and identity.

7 So -- and we did -- we had the language in the
8 amendment that said that the Commission had reviewed the
9 information and that the Commission acknowledged the new
10 subcontractor.

11 **MR. MONROE:** Okay.

12 **MS. PAGE:** Bid security deposit. A \$500,000
13 bid security deposit shall be furnished to the
14 Commission with the original of the proposal.

15 And we have the same requirements for the
16 surety company who issues the bond as we had in the
17 previous section where we talked about bonds.

18 This brings us to the checklist of proposal
19 content. Attached to the RFP is a checklist that should
20 be followed by the evaluation -- that this transmittal
21 letter should be followed by the evaluation checklist in
22 Section E. I don't know if we need to go through that
23 page by page, but does anyone have any comments or
24 suggestions on the checklist materials?

25 The price proposal format. The bidders shall

1 submit their bids on the basis of a charge per billable
2 minute for all services described, with the exception of
3 captioned telephone in Item B20.

4 Basic -- yes.

5 **MR. LEVINE:** This Gary Levine. I just --
6 when you get to this next couple of sections, I don't
7 believe these prices that are quoted here are the most
8 recent, and I was wondering if you could update those
9 before the final RFP is sent out.

10 **MS. PAGE:** Yes, of course. Thank you for
11 that.

12 Does anyone have any comments on the RFP as a
13 whole or on any other sections that we haven't addressed
14 this afternoon?

15 **MR. MONROE:** I've got a couple of suggestions
16 for things to add.

17 We think it would be helpful to have a
18 warranty section. That's kind of, you know, a general
19 contract warranty section, and we could suggest language
20 for that in our comments.

21 **MS. PAGE:** That would be great.

22 **MR. MONROE:** Okay. And we also think it would
23 be helpful to have an assignment clause, and we can
24 suggest language for that as well.

25 **MS. PAGE:** That would be very helpful. Thank

1 you.

2 **MS. SALAK:** I'm sorry. What does the warranty
3 part do? I don't know. What is that? What does it
4 say, first of all?

5 **MR. MONROE:** It would be a disclaimer of
6 implied warranties and, you know, state that the
7 services that are provided -- the description of them is
8 what you're getting, and there aren't any implied
9 warranties beyond that like -- that otherwise might
10 exist in law like an implied warranty of merchantability
11 or fitness for a particular purpose. It would be pretty
12 typical warranty language found in commercial contracts.

13 **MS. SALAK:** Okay. I might as well ask the
14 other one. Assignment, what does that mean?

15 **MR. MONROE:** Oh, assignment -- presumably you
16 wouldn't want the contract just being assigned
17 willy-nilly, so we'd suggest there not be assignments
18 unless the parties agree in writing. But as a provider,
19 we'd like to be able to assign it to an affiliate.

20 You know, right now I think we have Sprint
21 Communications Company, LP, being the primary provider.
22 But if we restructure and want to have a different
23 company do it, we'd want the ability to assign it to a
24 different Sprint company.

25 **MS. SALAK:** Okay. But that doesn't -- that

1 doesn't work for your subcontractors.

2 **MR. MONROE:** No, that's got nothing to do with
3 subcontractors.

4 **MS. SALAK:** Okay. I'm not an attorney, nor am
5 I an engineer, so there we go.

6 **MR. HETRICK:** Those are good suggestions.
7 Thank you.

8 **MS. PAGE:** Thank you. Any further matters?

9 **MR. WILLIAMS:** Just in terms of the schedule
10 for clarification in terms of -- you know, we did go
11 over some of the critical dates. Ms. Page did that
12 earlier on page 10, key dates. So I just want to kind
13 of ask you to take another look at those.

14 But in addition to those dates, a couple of
15 key dates that we do not have on this schedule for the
16 RFP -- these dates pretty much guide the RFP, but in
17 terms of our internal dates, the -- well, first of all,
18 the deadline for filing suggested changes to the RFP
19 that we've discussed during this meeting, again, is
20 April 3rd, 2017. And that's to -- that date is critical
21 for us to stay on schedule to file our staff
22 recommendation to the Commission. And the date that
23 staff has in place to file the recommendation, the
24 draft -- addressing the draft RFP is April 21st, 2017,
25 for the Commission's consideration. And the agenda date

1 is May 4th, 2017, and that date is for staff to present
2 the proposed request for proposal for the Commission's
3 consideration.

4 **MR. BRANCH:** I'm sorry. Could you reiterate?
5 May 4th -- I was writing. I couldn't catch the end of
6 it.

7 **MR. WILLIAMS:** May 4th is the actual
8 Commission agenda date where staff will present the
9 proposed RFP for formal consideration by the Commission.

10 **MR. BRANCH:** Okay.

11 **MR. MONROE:** Curtis, could -- do you
12 anticipate the transcript being available before the
13 April 3rd deadline?

14 **MR. WILLIAMS:** Yes. We currently have on our
15 internal schedule the transcript being available on
16 March 30th, around that, around March 30th.

17 **MR. MONROE:** Okay. Thank you. Somebody works
18 fast.

19 **MR. WILLIAMS:** That's all I have for the
20 schedule.

21 **MS. PAGE:** Any other matters at this time?

22 (No response.)

23 Noting that, we will close this bidder's
24 conference on March 23rd, 2017, at 3:00 p.m. Thank you
25 so much for your contributions and your attendance. We

1 appreciate it.

2 (Bidder's Conference adjourned at 3:00 p.m.)

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2 COUNTY OF LEON) CERTIFICATE OF REPORTER

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4 I, LINDA BOLES, CRR, RPR, Official Commission
5 Reporter, do hereby certify that the foregoing
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8 IT IS FURTHER CERTIFIED that I
9 stenographically reported the said proceedings; that the
10 same has been transcribed under my direct supervision;
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16 attorney or counsel connected with the action, nor am I
17 financially interested in the action.

18 DATED THIS 30th day of March, 2017.

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