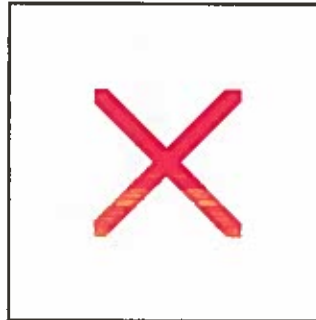


**STATE OF GEORGIA
PUBLIC SERVICE COMMISSION**



**REQUEST FOR PROPOSAL FOR
TELECOMMUNICATIONS EQUIPMENTS DISTRIBUTION
EQUIPMENT PROGRAM (TEDP) PROVIDER FOR THE STATE OF
GEORGIA**

PROPOSALS OPENED: 4:00 P.M. February 18, 2020

INSTRUCTIONS

All spaces below and in the attached Proposal Signature and Certification form are to be filled in with signatures supplied where indicated. Failure to sign Proposal may cause rejection of your proposal.

PROPOSAL OF:

Company Name:

Contact Name:

Address:

Telephone:

Fax:

Email:

SUBMIT PROPOSAL TO:

**Tonika Starks
Utilities Regulatory Specialist, Utilities Division
PUBLIC SERVICE COMMISSION
244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701**

PROPOSAL MAILED

CARRIER USED:: _____

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE

**COMPLETED. FAILURE TO SIGN THIS FORM WILL CAUSE
REJECTION OF YOUR PROPOSAL.**

State of Georgia

Public Service Commission

PROPOSAL

We propose to furnish and deliver any and all of the services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Public Service Commission, State of Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State of Georgia.

It is understood and agreed that we have read the State's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree if awarded a contract, to deliver services, which meet or exceed the specifications.

Authorized Signature

Date

Print/Type Company Name

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder must sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify I am authorized to sign this proposal for the proposer. I, further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. has not been violated and will not be violated in any respect.

Authorized Signature

Date

Print/Type Name

Print/Type Company Name

TEDP RFP INDEX

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1.0 GENERAL

1.1 Introduction

Pursuant to the provisions of O.C.G.A. § 46-5-30, the Public Service Commission (“Commission” or “PSC”) is requesting proposals for a Telecommunications Equipment Distribution Program (TEDP) provider for the State of Georgia. Competitive sealed proposals shall be submitted in response hereto. All proposals submitted pursuant to this request shall be made in accordance with the provisions of these instructions.

The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, discussions may be conducted by the PSC with responsible offerors who submit proposals for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All such discussions shall be conducted by the PSC Issuing Officer named below:

Tonika Starks
Utilities Regulatory Specialist, Utilities Division
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
Telephone: (404) 657-4990/ Fax (404) 656-0980
Email: tstarks@psc.ga.gov

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration price, the interests of the hearing and speech impaired community in having access to a high quality and technologically advanced telecommunications system and all other evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The PSC reserves the right to reject any and all proposals submitted in response to this request.

1.2 Background

This document is a proposal to the Commission to administer and operate a statewide TEDP. The proposal is issued pursuant to the requirements of O.C.G.A. § 46-5-30, which requires the PSC to establish, implement, administer, and promote such a system in Georgia.

The offeror owns a well-established TEDP service, and clearly meets or exceeds all of the requirements set forth in the RFP. This service has a track record of

providing top-quality, reliable, and easy-to-use service to the physically impaired, deaf, hard of hearing, late-deafened, deaf-blind, and/or speech impaired in Georgia.

1.3 Procurement Timetable

The following timetable is anticipated for this RFP.

RFP Issued.....	February 18, 2020 (Electronically)
Submission of written questions.....	April 30, 2020 (Sect. 1.14)
Proposal Due.....	July 23, 2020 / 4:00 P.M.
Optional Oral Presentations by Offerors.....	August 6, 2020
Proposal Award.....	August 18, 2020
TRS Provider Commence Operations.....	12:01A.M., March 1, 2021

Proposals will be received at the date and time set forth above in the following location:

Executive Secretary's Office
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701

1.4 Restrictions on Communications with Commission Staff

The offerors acknowledge that, beginning with the issue date of the RFP and until a provider is selected and announced, offerors are not allowed to communicate with any Commission staff member concerning the RFP except through the TRS Administrator, Tonika Starks.

1.5 RFP Amendments

The Commission reserves the right to amend the RFP prior to the deadline for proposal submission, July 23, 2020. Amendments will be sent to all offerors who originally received a copy of the RFP. If an amendment will impact the timeline contained in Section 1.3 of the RFP, all offerors will be promptly provided information concerning any timeline revisions.

1.6 Proposal Withdrawal

The offeror understands that this proposal is not subject to withdrawal except that, prior to the proposal due date, a submitted proposal may be withdrawn by the offeror submitting a written request to Tonika Starks. Any such request must be signed by a person authorized to sign for the offeror.

1.7 Cost for Preparing Proposals

The cost for developing this proposal is the sole responsibility of the offeror and the State will not provide reimbursement for such costs.

1.8 Contract Term

The contract will be a two-party contract between the service provider and the Commission. The contract term shall commence on March 1, 2021, and shall terminate thirty-six months from that date, February 28, 2024, except that the Commission shall have the option to renew the contract for one additional twenty-four-month period subject to the agreement of the Commission and the offeror. Any contract renewal for this additional period must be executed prior to February 28, 2024.

1.9 Contract

The Contract, which the PSC intends to use with the successful offeror, is attached as Attachment A to this RFP. Prospective offerors are urged to carefully read this Contract prior to making their offers. The Contract and any exceptions to the provisions of the Contract must be submitted with the offerors proposal. The PSC reserves the right to negotiate with the successful offeror other additions to, deletions from and/or changes in the language in the contract, provided that no such addition, deletion or change in the contract language would, affect the evaluation criteria set forth herein, or give the successful offeror a competitive advantage.

The offeror shall confirm acceptance of the provisions of this sample contract or, in the alternative, shall state explicitly which provisions are not acceptable and propose alternative wording or any additional wording or any additional provisions that the offeror believes to be necessary. Any exception to the Contract must be clearly identified, accompany the offerors proposal, and be attached to the Contract. Offerors are cautioned that any exception submitted that would give the offeror a competitive advantage over another offeror or that would result in a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to the award, the apparent winning offeror will be required to enter into discussions with the PSC to resolve any contractual differences before an award

is made. These matters are to be resolved within one (1) week of notification; if not, this could lead to rejection of the offeror's proposal. No exception to the contract will be deemed to have been accepted by the PSC unless the exception language is incorporated by reference into the final executed contract.

1.10 Format for Responses

Proposals should correspond with and satisfy the requirements set forth in this RFP. The offeror must submit eight (8) copies of its final proposal to the Commission.

Proposals should indicate whether or not there are any deviations from the specified service technical requirements.

1.11 Additional Information

An offeror that submits a proposal that meets the requirements set forth in this RFP may be requested to provide additional information in writing or to meet with representatives of the Commission to discuss the specifics of the proposal in greater detail.

1.12 Confidentiality of Proposals

The Commission shall protect the confidentiality of proprietary information contained in offerors proposals to the extent possible under Georgia Law and the Commission's, "Trade Secret" Rule 515-3-1-.11. **Such information should be clearly marked as Confidential on a page-by-page basis, as appropriate.** The offeror must include a statement that sets out the reasons for offeror confidentiality requests and provides a list of all proposal pages that contain confidential information. In order to facilitate dissemination and review of proposals by PSC personnel assigned this matter, confidential material should limited to the lowest practicable level.

1.13 Retention of Proposals

All material submitted in and with this proposal will become the property of the Commission and may be returned at the option of the Commission. One copy shall be retained by the Commission for official files.

1.14 Questions about the RFP

Questions regarding the requirements or technical criteria set forth in this RFP should be directed in writing to the individual listed below. The response and the question will then be shared with other offerors who are responding to this RFP.

Tonika Starks
Utilities Regulatory Specialist, Utilities Division
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
Telephone: (404) 657-4990/ Fax (404) 656-0980
Email: lstarks@psc.state.ga.us

2.0 INFORMATION REQUIRED FROM/PROVIDED TO THE OFFEROR

2.1 Offeror Qualifications

The Commission wishes to work with offerors that have proven capabilities with a well-established track record of success in the provision of telecommunications equipment distribution.

2.2 Proposal Guaranty

No Proposal Guaranty is required with this proposal.

2.3 Bonds

No performance bonds will be required from offerors.

2.4 Financial History

The Commission reserves the right to evaluate the financial integrity of the offeror. All offerors shall be required to submit the following items:

- A. Audited Financial Statement or 10K Report for the most recent two (2) years, including at a minimum:
 - (1) statements of income and related earnings;
 - (2) cash flow statement;
 - (3) balance sheet; and
 - (4) opinion concerning financial statements from a CPA
- B. Primary banking source letter of reference.

2.5 Prime Contractor Responsibilities

Offeror shall assume responsibility for delivery, installation, and maintenance of all hardware, software, and support services offered regardless of whether offeror is the manufacturer, producer, or supplier of the hardware, software, or support services.

2.6 Customer References

The offeror must provide the names of customer references, including a specific contact name and phone number of any entity to whom the provider has ever provided the bid service or a similar service. See Attachment C, Customer Reference.

2.7 Personnel

The offeror shall not, knowingly engage in employment of, on any basis, any Commission staff member involved in the preparation of the RFP or in the selection and/or award process of this contract during the period of the contract. Once an offeror has been selected and a service contract negotiated, the names of the offerors staff members who participated in this RFP process shall be provided to the Commission to confirm that no Commission staff member was involved in the preparation of the RFP.

2.8 Disclaimer

All information contained in the RFP and its attachments, including amendments and modifications thereto, reflect the best and most accurate information available to the Commission at the time of RFP preparation. Descriptions included in service specifications are not intended to limit any offeror to specific trade names for services or equipment.

2.9 Plan for Service Start-Up

The bid must include a detailed plan for implementing the relay service in Georgia on March 1, 2021. The plan should describe how the transition from the existing TEDP provider to the new contractor would be accomplished. The plan shall allow adequate time to notify and educate relay users about the change and include a time line that sets forth critical dates for major steps in the implementation process from contract award date to start date. There will be no separate payment to the contractor for costs associated with the start-up phase. The contractor should include start-up costs when calculating the prices submitted in the Price Quotation, Attachment C.

3.0 SCOPE OF SERVICES

3.1 General

The offeror is capable, through its TEDP service, of meeting all of the requirements set forth in Section 3 of the RFP. The specific capabilities will be outlined in the following sections.

3.2 Methodology of the Service

Offeror shall deliver telephone distribution equipment to qualified users by means of caption telephone, automated speech synthesizer, and wireless equipment.

Prospective users must submit an application in which the applicant provides basic information such as name, address, and telephone number, as well as evidence that the applicant is unable to use a traditional telephone due to hearing and speech impairments or other physical disability. The application is transmitted by fax, mail, or email to the offeror, which determines whether the applicant meets eligibility requirements.

Currently, applicants are considered eligible by the offeror if any of the following apply:

- (a) The applicant is at least 5 years' old
- (b) The applicant's household income is at or below 200% of the Federal Poverty Guideline.
- (c) The applicant can provide a letter certifying that the applicant is hearing and speech impaired, from one of the following: medical doctor, Social Security Insurance representative, or a teacher or counselor of the hearing impaired or disabled.
- (d) The applicant can provide proof of residency of Georgia.
- (e) The applicant can provide proof of landline, cell phone, or internet bill.

Applicants are informed by mail and email, if available, as to whether their application has been approved. This letter will be generated and sent by the local offeror staff in Georgia. The offeror's staff will enter, modify, and track user information, as well as to generate user reports.

3.3 Expansion of Content Access

Offers shall also demonstrate the capability of expanding service in response to increasing demand. Offerors shall develop and illustrate in their proposals a detailed plan of how this expansion will be accomplished. The plan shall include, but not be limited to, personnel staffing, and equipment capacity. The above plan shall be able to maintain all standards listed in this RFP.

3.4 Complaint Resolution

In response to each complaint received about TEDP service, the TEDP provider will record the following information:

- date of the complaint
- name and address of the complainant
- statement of facts supporting the complaint
- specific relief or satisfaction sought by the complainant
- complainant's preferred format or method of response.

The offeror further agrees to file with the PSC a statement designating a staff member whose responsibility will be to receive all complaints, inquiries, orders, decisions, notices, and other pronouncements forwarded by the PSC. Such designation will include a name or department designation, business address, telephone number, facsimile number, and internet email address.

The offeror must provide a means to users to file service quality complaints, to offer suggestions, and to make general inquiries regarding the service. The offeror will accept and respond to complaints received by regular mail, email, fax, and telephone within ten business days.

On all of its brochures and educational materials, the offeror must include a toll-free customer service telephone number, an address, fax number, email address, and the PSC's public intrastate 800-voice phone number. The offeror will employ all reasonable means available to resolve each complaint. If a complaint cannot be resolved by the offeror, it will refer the complaint to the PSC's Point of Contact (Tonika Starks). The offeror will maintain a log of consumer complaints, containing, at a minimum, the date of the complaint, the nature of the complaint, the date of resolution, and an explanation of the resolution.

3.5 Advertising/Outreach

The offeror presently conducts, and will conduct, an appropriate outreach and advertising program for TEDP. The offeror agrees to obtain the approval of the Commission for any advertising program carried out in the State of Georgia. The

cost of the advertising and outreach program is contained in the total specified cost of the program.

The offeror will work with the Commission in developing outreach materials and programs to ensure that these materials are consistent with program goals. All publicity materials shall be reviewed by the Commission prior to distribution, and that the Commission reserves the right to pre-approve any outreach material produced, and to require the offeror, at its own expense, to correct any erroneous or inaccurate outreach material produced without the Commission's approval.

The offeror will work closely with the Commission to tailor our outreach efforts in Georgia to the specific goals of the program so that resources are used efficiently and effectively.

3.6 Consumer Input

The offeror agrees to solicit input from users on the quality of the delivery of service, including compliments, suggestions, policy review, and complaints. Users may submit such input by telephone, mail or email in the same manner detailed above in Section 3.5 (Complaint Resolution). The offeror will respond to all consumer input within ten days of receipt and will forward all user input and offeror responses to the Commission monthly.

3.7 TEDP Minimum Staffing Requirements

The successful Offeror shall provide the following minimum TEDP staffing:

Account Manager – The Account Manager shall have the responsibility of responding to the PSC on all contract issues and acting as a point of contact (POC) between the PSC contract administrator and the successful offeror. Information requested by the PSC is to be provided by all of the successful offeror's departments that support any area of Georgia Relay, to the POC in an expeditious and efficient manner to avoid the need for escalation of problems. All information provided to the PSC shall have the name and position of the person(s) providing information to the account manager to ensure that the flow of information to the PSC and persons responsible are identified to the PSC contract administrator.

Outreach/Education Manager – The Outreach/Education Manager will work closely with the PSC contract administrator and in close coordination with the advertising firm selected by the PSC. This person shall be available to carry out Georgia Relay advertising/outreach activities across Georgia, each month of the year, utilizing materials prepared by both the service provider and the advertising agency selected by the PSC. This person's activities will be coordinated with the media plan of the advertising agency selected by the PSC.

Operations/Location Manager – The successful Offerer must provide at least one full-time operations/location manager. This manager must devote 100% of their time to Georgia Relay specific business. Time not devoted directly to the Georgia Relay shall be approved in advance by the Commission.

3.8 Service Demand and Capacity

The offeror, through its TEDP, is fully able to meet current demand and address changing demands for service.

3.9 Quality of Service Standards

The offeror, through its TEDP service, will provide continuous Telecommunications Equipment Distribution Service to all qualified Georgia applicants.

4.0 MANDATORY REPORTING REQUIREMENTS

All reports in a narrative format. The reporting media will be in electronic format for all reports.

4.1 Invoicing

The offeror shall provide, to the Commission, an invoice by the fifteenth calendar day following the month of service. The invoice will include all fees and charges for the provision of TEDP during the month covered by the invoice.

The PSC shall pay the amount of the invoice no later than twenty-five (25) days after the date of the invoice, provided that the invoice is sufficiently supported with documentation.

4.2 Traffic Reports

The offeror will submit a monthly operations report, due by the fifteenth calendar day following the month of service. The report shall include the following information:

- (a) Application process expenses for the month of service.
- (b) Equipment Procurement costs for the month of service.
- (c) Equipment distribution costs for the month of service.
- (d) Complaint Resolution costs.
- (e) Statewide outreach expenses.
- (f) Additional administrative costs.

4.3 Other Reporting Requirements

The offeror will provide reports in a narrative format; the report media shall be in electronic format for each applicable report.

The offeror will provide monthly reports, summarizing complaints received, the subject of each complaint, and a description of how each complaint was or will be resolved.

Using the TEDP database, the offeror will also submit an annual report summarizing operations for the contract year, with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, and traffic projections for future years. This annual report will be submitted within thirty calendar days of the end of each contract year.

5.0 COST SUBMISSION AND FINANCIAL ITEMS

5.1 TEDP Cost

- A. The offeror has quoted its lowest and final offer concerning rates for the TEDP in the Price Quotation, Attachment C.
- B. This price quotation will be used throughout the term of the contract. All costs, including but not limited to, initial start-up costs and return on investment, have been included in this quotation.
- C. The bid cost shall be the sole mechanism by which the offeror will be compensated.

5.2 Liquidated Damages for Failure to Initiate Services on Time or to Provide Connected Services for the Life of the Contract

Commercial operation of the Georgia TRS beyond March 31, 2020, is essential. Failure of the service provider to implement service at 12:01 AM on April 1, 2020, shall be considered a significant material breach of the provider's commitment. For every day service is delayed the provider shall deposit in the TRS Fund the sum of \$25,000 per day.

Liquidated damages shall accrue in amount up to the following amount per day of violation:

- A. For failure to meet complaint resolution requirement--\$1,000 per incident.
- B. For failure to provide reports--\$1,000 per incident.
- C. For failure to provide contracted services for the life of the contract, the Commission reserves the right to require the payment by the provider of liquidated damages in an amount commensurate with the duration and extent of the system deficiencies.

The Commission may withhold or deduct the amount of accrued, liquidated damage from any monthly payment due to the provider. In the alternative, the Commission may direct the provider to pay accrued liquidated damages directly into the TRS Fund. Such action shall only occur upon order of the Commission.

5.3 Liability Protection

The offeror, through its Insurance, possesses adequate protection against claims of liability, with coverage of up to \$1 million per occurrence. The offeror acknowledges that neither the Commission, nor the offeror, nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees of the offeror, will be liable for any claims, actions, damages, or causes of action arising out of or resulting from the establishment, participation in, or operation of the TEDP.

5.4 Transfer to New Provider

If TEDP service is transferred to a new provider, the offeror will make every effort to ensure that the service is transferred to the new provider so that users do not experience an interruption in service.

6.0 ADDITIONAL INFORMATION

6.1 Advisory Group

The Commission will establish an advisory group to specifically provide for consumer input to the Georgia TEDP service provider on the issues of training, outreach, and customer service, as specified in Section 6.1 of the RFP. The offeror will be responsive to the Advisory Group's input on the issues of outreach and service quality. The offeror will designate a representative (either the Account Manager or Outreach/Education Manager) to attend each Advisory Group meeting, and to review the results of Georgia TEDP operations at each meeting and field questions concerning the information contained in these reports. The offeror shall not be compensated for participation in the Advisory Group.

6.2 Employment Practices

The offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, political affiliations, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The NFB will post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this clause.

6.3 Additional Information and Comments

All information pertinent to the offeror's proposal is included in this proposal document and any attachments referenced herein.

7.0 PROPOSAL EVALUATION

7.1 Selection Process

On May 30, 2020, the Commission shall select an TEDP service provider to assume these duties, effective by June 1, 2021. The contract will be awarded in writing to the offeror whose proposal is most advantageous to the state, according to the criteria specified in the RFP.

7.2 Evaluation Criteria

The offeror, through the TEDP service, is able to meet all of the Scope of Services requirements in Section 3.0 of the RFP. The Commission shall use its own judgment to select a vendor, as indicated in this RFP. The Commission Staff shall evaluate each proposal submitted by utilizing the evaluation criteria below.

- A. The rates for the TEDP services offered.
- B. Demonstrated experience and competence of the offeror in performing tasks similar to those contained in this RFP.
- C. The ability of the offeror to provide TEDP services to applicants with hearing and speech impairments or other physical disabilities in a manner consistent with the goals of the program.

The Commission shall consider each proposal in a manner that does not disclose the contents of the proposal to a competing offeror.

7.3 Oral Presentations

If requested, the offeror will offer an oral presentation, at a convenient time and place, to the Commission. The presentation will not exceed one hour in length.

The Commission shall consider each proposal in a manner that does not disclose the contents of the proposal to a competing offeror.

7.4 Commission Rights Reserved

The Commission reserves the right to reject any and all proposals made pursuant to the RFP, and to request submission of a best and final offer. There is no assurance, expressed or implied, that an award will necessarily be made

pursuant to this proposal, and that the RFP shall not give any right to any offeror for any indemnification claims.

7.5 Protests/Request for Reconsideration

In the event that a protest or request for reconsideration is filed with the PSC after a service provider is selected, the successful offeror will remain bound by the terms of this proposal during the pendency of the protest/reconsideration process. Any protest/request for reconsideration must be received by the TRS Administrator, Tonika Starks no later than five (5) business days following the PSC's selection and announcement of a service provider.

Protests/requests must be written and include the name, signature and address of the protester/requester and reference the title and issue date of this RFP. It must also specify the action requested and contain a statement of grounds for protest/request, including appropriate supporting documentation. All protests/requests must be mailed, sent by overnight courier or hand delivered to the Issuing Officer named in this RFP. Protests may not be submitted by email or fax.

8.0 PROPOSAL FORMAT

8.1 Format

The offeror's proposal should be organized in the same order as that listed in the checklist form in Attachment D. The offeror should provide information concerning each item in the checklist.

Each page of the entire proposal should be numbered at the bottom center of each page and each page should be consecutively numbered with no repetition of page numbers in the entire proposal. For example, there should only be one page 1, one page 50, and one page 500 in the entire proposal. Page numbering should only be done in Arabic numerals with no pages numbered with other characters such as 5.7, iii, 6-a, XIX, or similar numbering systems. Attachments shall be numbered A through Z and then AA, BB and so forth. Individual attachment pages should be numbered A-1, A-2 and so forth.

In the top or bottom margin of each page, the name of the company should be identified.

To the extent possible, all pages of the proposal should be on 8½ x 11" paper. However, individual presentations, which the bidder is unable to place on an 8½

x 11" page in a readable format, may be presented on a large paper.

8.2 Transmittal Letter

Of the eight copies of the complete proposal, the transmittal letter on one should contain the original manual signature of the person submitting the proposal on behalf of the offeror. All eight copies should also contain the signer's name and title typed. The transmittal letter shall clearly identify the complete legal name of the offeror. Each person signing a proposal certifies that he/she is the person in the offeror's organization authorized to make the proposal. The signer shall provide his/her affiliation with the offeror, address, telephone and fax numbers

Attachment A

**GEORGIA TELECOMMUNICATIONS EQUIPMENT
DISTRIBUTION PROGRAM AGREEMENT**

This Contract (hereinafter "Contract") is made as of the [REDACTED] day of [REDACTED], 2021 by and between the Georgia Public Service Commission (hereinafter "PSC" or "Commission"), an agency of the State of Georgia, with its address at 244 Washington Street, SW, Atlanta, Georgia 30334-5701 and The [REDACTED], a 501c statewide non-profit Georgia-based agency with its address at [REDACTED] (hereinafter "Contractor") (together, the "Parties").

WITNESSETH:

Whereas, pursuant to O.C.G.A. §46-5-30, particularly as amended by Ga. L. 2002, p. 624 § 1, the General Assembly has found and declared that it is in the public interest to establish a Telecommunications Equipment Distribution Program for "citizens of this state who, because of physical impairments, particularly hearing and speech impairments, cannot otherwise communicate over the telephone", O.C.G.A. § 46-5-30 (a); and

Whereas, the PSC is responsible for establishing, implementing, administering and promoting a Telecommunications Equipment Distribution Program ("TEDP"); and contracting for the administration and operation of such program, O.C.G.A. § 46-5-30 (b); and

Whereas, the Contractor's proposal, as accepted by the PSC, has prevailed as the most advantageous to the State from a competitive Request for Proposals ("RFP") issued February 18, 2020 which solicited proposals for a statewide TEDP; and

Whereas, the Contractor desires to manage the TEDP, not alone for business purposes, but also in a spirit of public service, and commits to the foregoing goals and the administration of the program as provided herein;

Now, therefore, for and in consideration of mutual promises, the public purposes and the acknowledgments and agreements contained herein, together with other good and adequate consideration, the receipt of which is hereby acknowledged, the PSC and the Contractor agree as follows:

1. SPECIFICATIONS, SERVICES AND SCOPE OF CAPABILITIES

Contractor promises to provide all the goods and services to design, implement, maintain, and administer the Telecommunications Equipment Distribution Program as provided in this Contract, in the RFP and the Contractor's Proposal including, but not limited to, all the hardware, equipment, software, instructions, documentation and other goods and material; all the licenses, and all other rights

and elements in the specifications set out below, and any other good, right or element not listed below but required to comply with this Contract. With limitation Contractor shall develop, submit for PSC approval and when approved promptly implement as follows:

- 1.1 Design, distribute, collect and receive application forms through an outreach program which reaches a broad base; and
- 1.2 Review applications for compliance with eligibility requirements (clinically certified as hearing and/or speech impaired by a physician, audiologist or speech pathologist and income of less than 200 percent of the current federal poverty level); and
- 1.3 Develop a system to organize, uniquely number, track and acknowledge each application; and
- 1.4 Develop a distribution process to make the Georgia Telephone Relay Service (TRS) accessible to as many persons as possible who would not be able to effectively utilize the relay without appropriate equipment; and
- 1.5 Utilizing input from the Commission Staff and the TEDP Advisory Committee, select the types of equipment available for distribution to qualified applicants; and
- 1.6 Respond to all inquiries from applicants and recipients concerning the application process, eligibility, status of pending applications, equipment availability and the proper use of such equipment; and
- 1.7 Procure specific equipment available under the program, deliver to eligible applicant's residence and train in the proper use of that equipment; and
- 1.8 Prepare and distribute a list detailing contact information, available equipment, information telephone numbers, repair stations and warranty information for equipment covered by the program; and
- 1.9 Develop and implement a statewide outreach plan explaining the purpose and procedures of the program, including the development and distribution of promotional literature, public service announcements, presentations to groups of potential applicants, contact with agencies in a position to assist and refer applicants, as well as coordinating a joint outreach program with the Georgia TRS provider; and
- 1.10. Develop a systematic complaint resolution process, providing written response when appropriate; and
- 1.11. Continually monitor public awareness and satisfaction with the program and provide feedback to the Commission Staff; and

1.12. Provide monthly reports to the Commission Staff detailing the number and cost of all equipment distributed, the number and nature of complaints received and the impact of the outreach campaign; and

1.13. Perform additional administration functions as delineated in the TEDP Request for Proposals.

2. PAYMENT OF CONTRACTOR FROM RELAY EXCHANGE SURCHARGE FUNDS

2.1 The sole source of compensation to the Contractor for the TEDP under this Contract is from a surcharge imposed by O.C.G.A. §46-5-30 and implemented by the PSC on all residential and business local exchange access lines. The Code provides, "The amount of the surcharge shall be determined by the commission," O.C.G.A. §46-5-30 and Contractor shall have no right respecting the exercise of the Commission's discretion, which for purposes of this agreement shall be absolute.

2.2. As the Code provides, "[a] maximum of \$0.05 of this monthly surcharge per access line shall be utilized for a telecommunications equipment distribution program. If the projected cost of the operation of the relay service exceeds a monthly surcharge of \$0.15 at any time, funding for the telecommunications equipment distribution program will be reduced by the amount required to fully fund the relay service, under the existing cap of \$0.20 for the period of time necessary. No additional fees other than the surcharge authorized by this subsection shall be imposed on any user of such relay service." If the TRS Fund is insufficient to pay Contractor for the TEDP or if the TRS Fund no longer exists, the Contract shall terminate without further obligation of the state of Georgia or any of its officers, funds, agencies, or instrumentalities as of that moment. The determination of the PSC as to the nonexistence or insufficiency of the TRS Fund shall be conclusive.

1. PAYMENT TO CONTRACTOR

3.1. The PSC shall pay Contractor as provided in Amendment D to the TEDP RFP.

3.2. Contractor shall send the PSC an invoice for the prior month's actual, reasonable program expense in the below format and shall include the following:

3.2.1. Application process expenses.

3.2.2. Equipment procurement costs.

3.2.3. Equipment distribution costs.

3.2.4. Complaint resolution costs.

3.2.5. Statewide outreach expenses.

3.2.6. Additional administrative costs.

3.2.7. Total cost of the program for the month (total of 3.2.1., 3.2.2., 3.2.3., 3.2.4., 3.2.5. and 3.2.6)

Upon request by PSC, Contractor will document its actual, reasonable costs for any invoice. For any invoice for monthly payment, any part of which exceeds the corresponding amount in the TEDP Budget, PSC will pay the amount in the TEDP Budget unless Contractor has submitted, and PSC has approved, detailed justification of the excess costs. "TEDP Budget" in this Contract means the TEDP Estimated 36 Months Proposed Budget annexed as Attachment 1 to this Contract.

3.3. Upon receipt from the Contractor of an invoice showing the above TEDP services for that month, PSC shall pay Contractor the amount of the invoice by its check or wire transfer in accord with PSC's customary business practices.

3.4. The Contractor shall initiate the actions outlined in Sections 1.1 through 1.13 (specifications, services and scope of capabilities) on or before March 31, 2010. Failure to meet this milestone will be considered a material breach of the Contractor's commitment. For each day the milestone is not met, liquidated damages in the amount of \$5,000 shall accrue. Any liquidated damages may be paid to the Commission by deducting the amount of the liquidated damages from the monthly payment to the Contractor.

3.5. The Contractor must present evidence of adequate protection against claims of liability (as referred in section 8).

3.6. The Contractor shall furnish, within ten (10) days of the execution of this contract, a performance bond in the amount of \$1,000,000 on a form prescribed by the Commission. Failure to furnish the bond within ten (10) days may result in forfeiture of the \$10,000 bid security (referenced in section 2.2 of the RFP) and award of the Contract to another bidder. Additionally, to be acceptable to the Commission as surety for performance bonds, a surety company shall comply with the following provisions.

- A. The surety company shall have been admitted to do business in the state or
- B. The surety company shall have been in business and have a record of successful continuous operations for at least five (5) years.
- C. All bonds shall be signed by a Georgia Licensed Resident Agent who holds a current power of attorney from the surety company issuing the bond.

PERFORMANCE BOND SHALL BE RETAINED BY THE COMMISSION FOR A MINIMUM OF 150 CALENDAR DAYS FROM THE DATE OF CONTRACT COMPLETION.

4. PERSONNEL AND STAFFING

4.1. Contractor shall provide a full time Account Manager for the TEDP whose duties shall be as follows:

4.1.1. Contract Management — work with the PSC on contract issues and as a point of contact (POC) between the PSC contract administrator and Contractor. Information requested by the PSC is to be provided by all of the Contractor's departments that support any area of the TEDP, to the Account Manager and then to the PSC in an expeditious and efficient manner.

4.1.2. Public Relations — work closely with, and under the direction of, the PSC contract administrator to ensure accurate flow of information between the TEDP and the recipients.

4.2. In any instance where information to the PSC is required under this Contract, that information shall include the name and position of the person(s) who are providing the information to ensure that the flow of information to the PSC identifies the person(s) responsible for compiling such information.

4.3. Contractor shall assign adequate staffing with sufficient expertise to accomplish the objectives and to perform the services in the manner and within the time frame as provided in this Contract. Contractor promises that all persons assigned to the performance of tasks under this Contract shall be employees of Contractor and shall be fully qualified to perform the services. Personnel assigned by Contractor shall have personal knowledge of the special communications needs of persons with impairment of speech, hearing or both.

4.4. The Contractor shall work with organizations that provide services to the hearing/speech impaired community.

4.5. The Contractor shall implement a professional system of employee discipline for enforcing the requirements of the Contract, including, but not limited to, standard procedures for responding to informational and complaint calls.

1. INDEPENDENT CONTRACTOR

In its relationship with the PSC and for purposes of performing this Contract, Contractor will be an independent contractor. Contractor will therefore be responsible for compliance with all laws, rules, and regulations involving this Contract, its employees, and any subcontractors. Without limitation, such responsibility will include employment of labor, hours of labor, health, and safety, working conditions, workers' compensation

insurance, payment of wages and withholding taxes. Contractor warrants that all persons to be assigned to perform Services under this Contract will be employees of Contractor. Neither Contractor nor any of the Contractor's agents, servants, employees, subcontractors or supplier shall become or be deemed to become agents, servants, or employees of the PSC. This Contract does not create a partnership, joint venture, agency, or association between the Contractor and the PSC, nor does it render the PSC liable as partner, co-venturer, agent or principal.

6. OUTREACH

6.1.1. The plans and goals for advertising, outreach, and media strategy in Contractor's Proposal are incorporated as a part of this Contract.

6.1.2. Contractor's evaluation plan in Contractor's Proposal which will allow determination of whether or not the goals were attained is incorporated as a part of this Contract.

6.1.3. The TEDP provider shall develop a relationship with consumer groups familiar with the needs of hearing and speech impaired persons to ensure that all publicity materials will be effective and appropriate.

6.1.4. All outreach and marketing materials, both visual and verbal, shall refer to the TEDP, not to Contractor's company name, although both the PSC logo and Contractor's logo may appear on these materials subject to reasonable review and approval by PSC of location and content. Such logos shall be of the same size and levels of detail.

6.1.5. Contractor shall work with the PSC in the development of the outreach program and materials to ensure consistency with program goals.

6.1.6. The PSC shall establish an Advisory Committee that shall be comprised of representatives of the hearing and speech impaired community, the Contractor, the TRS provider and the PSC. All advertising and outreach publicity materials shall be reviewed by the TEDP Advisory Committee prior to distribution. The PSC reserves the right to pre-approve any outreach material produced, and reserves the right to require the Contractor, at Contractor's expense, to correct any erroneous or inaccurate outreach material produced without the PSC's approval. Contractor shall also be responsive to the Committee's input and advice on the issues of training and customer service.

2. CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS

Contractor represents and warrants to the Public Service Commission, for the State of Georgia, and promises, as follows:

7.1. Due Organization. Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its domicile. Contractor has all requisite corporate power and authority to own, operate, and dispose of its property. Contractor is duly qualified to do business and is in good standing in the State of Georgia.

7.2. Power of Authority. Contractor has full power and authority to execute and deliver this Contract and to perform its obligations under this Contract. This Contract and the obligations contemplated hereby have been duly and validly authorized by all necessary action on the part of Contractor, and this Contract constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms. The Person executing this Contract on behalf of Contractor has actual authority to bind Contractor to this Contract.

7.3. No Violation. Contractor will enter into no Contract the execution or performance of which would violate or interfere with this Contract. Neither Contractor's execution and delivery of this Contract, no Contractor's performance of this Contract, will result in an event of legal force or consequence, which would interfere with Contractor's performance of this Contract.

7.4. Licenses. Contractor has all requisite licenses or other permissions required to carry on its present business and to perform its obligations under this Contract or will do so before time for performance. No event has occurred with respect to any such license or permission that could cause its revocation or termination.

7.5. Consents. No third party act is required to enable Contractor to enter into this Contract or to perform it or, if so, such consent has been revealed in writing to the Public Service Commission and will be obtained before time for performance.

7.6. Capabilities. Contractor has, either by itself or with the assistance it reasonably expects to receive from subcontractors, the facilities, equipment, authorizations and ability to perform this contract.

7.7. Legal Matters. There is no pending or known potential claim, planned action or other event of any nature that could individually or together materially impair Contractor's ability to perform this Contract. Without limiting the generality of this representation, Contractor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not presently contemplate filing any bankruptcy petition, and is not aware that any person plans to file an involuntary petition in bankruptcy against it.

7.8. Compliance with All Laws.

7.8.1. Contractor is in material compliance, and will remain so, with all federal, state, and local laws, regulations, ordinances, and administrative orders, the

failure to comply with which could materially impair Contractor's ability to perform this Contract.

7.8.2. Contractor agrees to comply with applicable federal and state laws, rules and regulations, and the State's policy concerning nondiscrimination in employment practices and procurement.

7.9. Truth and Correctness. Contractor has not omitted to tell, and will not fail to tell, the Public Service Commission any material fact which becomes materially pertinent to Contractor's continued performance of this agreement or is necessary to make Contractor's statements contained here not misleading.

7.10. Survival of Representations and Warranties. The representations and warranties made above will survive the early termination or the expiration of this Contract.

7.11. Contractor hereby warrants that it will immediately report to the PSC any formal action taken against it by any governmental or self-regulatory agency or organization.

7.12. Contractor hereby warrants that it is possessed of the degree of care, learning, skill, and ability which is ordinarily possessed of the members of its profession undertaking the services described in this Contract. Contractor further warrants that it shall exercise such degree of care, learning, skill, and ability in the performance of service under this Contract.

7.13. Contractor warrants that all persons to be assigned to perform services under this Contract will be employees of Contractor.

7.14. Contractor warrants that all work performed shall be performed in accordance with the specifications of this Contract.

7.15. Contractor warrants that it will comply fully with all the applicable provisions of law.

8. INDEMNITY AND INSURANCE

8.1 Contractor agrees to indemnify, protect, and hold harmless the "Indemnitees" (defined below) from "Loss or Liability" due to bodily injury (including death), personal injury, and property damage in any way caused, in whole or in part, by any act or omission of Contractor in connection with this Contract. Contractor also agrees to indemnify the Indemnitees from all Loss of Liability from breach of copyright, patent, trademark, license, or other claim based on property of another and arising in connection with Contractor's work.

8.2. For the purpose of this indemnification,

8.2.1. "Indemnities" means the "State of Georgia", all departments and all units of state government, all state instrumentalities, and all their officers and employees, for all three branches of state government, plus the insurance programs of the Georgia Department of Administrative Services ("DOAS") established for their protection.

8.2.2. "Contractor" includes Contractor and its successors and assigns. In the clause, "caused, in whole or in part, by act or omission of Contractor," "Contractor" also includes all subcontractors, all others acting on Contractor's behalf, and their officers and employees.

8.2.3. "Loss or Liability" includes as well (without limitation) the cost of legal representation and all other cost and expense of defense.

8.2.4. The Georgia Tort Claims Act will be the exclusive remedy for any Loss or Liability within its terms. However, upon demand, Contractor will promptly reimburse the following for any payments made by them, which are covered by Contractor obligation to indemnify: the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Board Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the DOAS.

8.2.5. This indemnification applies even if a tort of an Indemnitee is partially responsible for the situation giving rise to the claim, but not if a tort of an Indemnitee is solely responsible. However, this indemnification does not require Contractor to protect the Indemnitees for matters beyond the scope of the Contract. Nor does this indemnification extend to claims by Contractor against the PSC for breach or default under the Contract.

8.3. Contractor agrees, and must require its insurers to agree, that the Attorney General will represent the State, or determine the representation for the State, in regard to Loss or Liability indemnified or insured under this Contract. Any settlement of litigation on behalf of the State must be expressly approved by the Attorney General.

8.4. Before commencing work, for the term of the Contract, Contractor will procure and maintain the insurance required below at Contractor's own expense.

8.4.1. Workers' Compensation. In accordance with the statutory limits, proof of insurance or authorized self-insurance, for Contractor and subcontractors is required.

8.4.2. Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance on a form acceptable to the State and DOAS, which shall at least include coverage for bodily injury and property damage,

personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at a minimum, the following limits:

Coverage	Limit
1. General Liability	\$1,000,000 per Person per Occurrence
2. Contractual	\$1,000,000 per Person per Occurrence
3. General Aggregate	\$3,000,000 per Person per Occurrence

[These are Tort Claims Act limits]

8.5. The Commercial General Liability Insurance must also satisfy the following:

8.5.1. The policy shall name the Indemnitees as additional insured, but only with respect to claims that arise out of Contractor's negligence in performing the work or the additional insured's' activity related to such operations, and only for such claims when the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., is not the exclusive remedy.

8.5.2. The coverage extended to the additional insured for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to Contractor and is not expanded to cover claims and losses that are not insurable under Contractor's policy.

8.5.3. The policy or policies must be on an "occurrence" basis.

8.6. Before commencing work, Contractor must furnish the State an insurance certificate listing the State as the certificate holder. The insurance certificate must contain the following:

- 8.6.1. Name and address of authorized agent
- 8.6.2. Name and address of insured
- 8.6.3. Name of insurers
- 8.6.4. Description of policies
- 8.6.5. Policy Number(s)
- 8.6.6. Policy Period(s)
- 8.6.7. Limits of liability
- 8.6.8. Name and address of certificate holder
- 8.6.9. Signature of authorized agent
- 8.6.10. Telephone number of authorized agent
- 8.6.11. Promise to notify State before canceling or non-renewal.

9. CONTRACT DOCUMENTS AND ORDER OF PREFERENCE

The RFP (and any documents referenced therein) and the Contractor's Proposal (and any documents referenced therein) are incorporated into this Contract by reference and form an integral part of this Contract. In the event of a conflict between any of the contract documents, the order of precedence is as follows: (a) the Contract document; (b) the RFP; and (c) the Contractor's Proposal including the TEDP Budget (Attachment 1).

3. REPORTS, MAINTENANCE OF RECORDS AND AUDIT RIGHTS

10.1. The Contractor shall maintain records of program operations for a period of 5 years from contract execution date and permit the PSC to review and determine the results of the TEDP. Contractor shall furnish the PSC with monthly summary of distribution operations.

10.2. The PSC and the State Auditor shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any books and records of Contractor concerning its performance of the TEDP.

4. TERM AND TERMINATION

11.1. PSC can terminate this Contract for any reason in the public interest. If the PSC terminates this Contract for reason other than material breach, the PSC shall pay Contractor for TEDP services performed prior to termination.

11.2. This Contract shall be a two-party contract between the Contractor and the Commission. The Contract term shall be for 36 months, except that the Commission shall have the option to renew the Contract for one additional 24 month period, if both parties agree to this renewal.

11.3. If the PSC desires to renew this Contract, it may do so for one additional 24 month period, subject to the agreement of both parties.

11.4. A renewal of this Contract in writing must be executed prior to the end of the first 24 months of this Contract. Any such renewal will be legally effective to extend for 24 months the terms and conditions of this Contract past the end of the original 36 months of the Contract term, until the expiration of the renewal period; except that the Payment may be modified, if necessary, in writing to reflect mutually agreeable payment terms.

12. BANKRUPTCY

This Contract will terminate immediately if Contractor commences a case or other proceeding (whether voluntary or involuntary) seeking any of (1) liquidation, reorganization, rehabilitation, receivership, conservatorship, or other relief with respect to such entity or its debts under any bankruptcy, insolvency or similar law now or hereafter in effect; (2) the appointment of a trustee, receiver, liquidator, custodian or similar official of such entity or any substantial part of its business or property; (3) the consent of such entity to any of the relief described in (1) above or to the appointment of any official described in (2) above in any such case or other proceeding involuntarily commenced against such entity; or (4) the entry of an order for relief as to such entity under the federal bankruptcy laws as now or hereafter in effect.

1. NOTICES

Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall be delivered by either first class United States mail; interagency mail; hand delivery; or facsimile transmission, immediately followed by a telephone call to confirm receipt to:

Georgia Public Service Commission
Attention: Tonika Starks, Utilities Regulatory Analyst of Telecomm.
Utilities Division
244 Washington Street, SW
Atlanta, GA 30334-5701
Telephone Number: 404-657-4990
Facsimile Number: 770-408-3606

Contractor:

[REDACTED]

Telephone Number: [REDACTED]

Facsimile Number: [REDACTED]

The date upon which such notice is delivered will be deemed the date thereof. Either party may, from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent.

2. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS

14.1. Venue and Forum — This Contract shall be governed by and construed in accordance with Georgia law, excepting any conflicts of law provision directing its enforcement or construction to laws or forums of another jurisdiction. Any suit between

the Parties respecting or related to the Contract must be brought in the state or superior court of Fulton County, Georgia, and Contractor irrevocably submits to the jurisdiction of such courts and waives any objection it may now or later have to venue. This Contract does not waive the Eleventh Amendment immunity of the State of Georgia, its officers, Departments, or instrumentalities.

14.2. Contractor warrants that it is in material compliance, and will remain so, with all federal, state, and local laws, regulations, ordinances, and administrative orders, the failure to comply with same could materially impair Contractor's ability to perform this Contract.

14.3. Contractor agrees to comply with applicable federal and state laws, rules and regulations, and the State's policy concerning nondiscrimination in employment practices and procurement.

15. CONFIDENTIALITY

14.4. Open Records — Except as otherwise provided by law, records of the Public Service Commission are public records subject to disclosure under Georgia "open records" law, O.C.G.A. §§50-18-70 et seq. If Contractor believes any record or information it provides to the PSC is exempt from disclosure, it must so clearly mark and identify the material when tendering it, with a written explanation. The PSC will not be required to acquiesce in the designation, but the PSC will notify Contractor promptly if it receives an open records request for material provided by Contractor.

3. MISCELLANEOUS

16.1. Assignment — The parties will not transfer their right, title or interest hereunder or delegate any of their duties or obligations without the prior written consent of the other.

16.2. Trading with State Employees — Contractor warrants that the provisions of O.C.G.A. §45-10-20 et seq., have not and will not be violated under the terms of this Contract.

16.3. Waiver — The failure by PSC to enforce this Contract in the event of a breach by Contractor shall not be deemed to be a waiver of PSC's right to enforce this Contract with respect to any subsequent breach of the same or any other provision contained in this Contract.

16.4. No Third Party Beneficiaries — Nothing herein shall be construed as conferring upon or giving to any third person or entity any rights or benefit hereunder or by reason of this Contract.

16.5. Remedies Cumulative — The rights and remedies of the PSC under this Contract are cumulative of one another and with those otherwise provided by law.

16.6. Time of the Essence; Force Majeure — Time is of the essence to this Contract. However, neither party shall be liable to the other party for any delay or failure of performance of service outside the reasonable control of the affected party, including but not limited to fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or the like.

16.7. Severability — If a Court strikes any part of this Contract, the remainder will continue in effect if the substantial purposes of both parties can still be accomplished in fairness to each.

16.8. Providing Report and Other Information to the PSC — In any instance where information to the PSC is required under this Contract, that information or report shall include the name and position of the person(s) who are providing the information.

16.9. Headings — The captions in this Contract are solely for convenience, and will not affect the interpretation of any terms of the Contract.

16.10. Counterparts — The parties have executed and delivered to one another duplicate originals of this Contract, each of equal dignity with the other.

16.11. Entire Contract — This Contract contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties. This Contract may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in their names as of the date hereof.

CONTRACTOR

By: _____

By:

GEORGIA PUBLIC SERVICE COMMISSION

Customer Reference

Section 2.6

Customer Reference #1

1. Name of TEDP customer:
2. Contact name, title, organization, and telephone number of TEDP customer
3. Inclusive dates service was provided:

Customer Reference #2

1. Name of TEDP customer:
2. Contact name, title, organization, and telephone number of TEDP customer
3. Inclusive dates service was provided:

Customer Reference #3

1. Name of TEDP customer:
2. Contact name, title, organization, and telephone number of TEDP customer
3. Inclusive dates service was provided:

Attachment C

Price Quotation
Sections 2.9 and 5.1