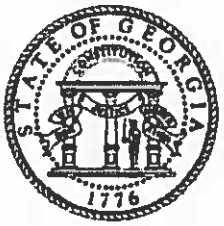
STATE OF GEORGIA

PUBLIC SERVICE COMMISSION



REQUEST FOR PROPOSALS FOR TELECOMMUNICATIONS RELAY SERVICE (TRS) PROVIDER FOR THE STATE OF GEORGIA

DATE OF ISSUANCE: **4:00 P.M.** **November 17, 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:

Mr. Reece McAlister
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701

DATE PROPOSAL SENT:

CARRIER USED:

TRACKING NUMBER:

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.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

_____ _____

Authorized Signature Date

_____ _____

Print/Type Name 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. have not been violated and will not be violated in any respect.

_____ _____

Authorized Signature Date

_____ _____

Print/Type Name Print/Type Company Name

STATE OF GEORGIA

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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 Relay Service (TRS) 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 Proposals ("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
Email: tstarks@psc.state.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 the requirements and evaluation criteria set forth in this RFP. No other requirements 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 Request for Proposals from the Georgia Public Service Commission to potential service providers to establish and implement a statewide, single provider, Telecommunications Relay Service ("TRS"). This RFP is issued pursuant to the requirements of Title IV, The Americans with Disabilities Act, and O.C.G.A. § 46-5-30, which requires the Public Service Commission to establish, implement, administer, operate and promote such a system in this state.

The TRS shall be designed to provide relay service for all Georgia exchanges at all times (24 hours a day, 7 days a week, 52 weeks a year). Callers shall be able to access the system

via a toll-free number from anywhere in the state. The system shall provide hearing/speech-impaired persons telephone access equivalent to that enjoyed by hearing/voice customers to the maximum extent possible with this type system.

Whether the relay service provider leases or buys the equipment used in the TRS, the provider shall utilize the most advanced technology that can provide a cost-effective service without decreasing the quality of service. Additionally, the relay service provider shall make use of features that will assist the relay Communications Assistant ("CA") in relaying conversations as quickly as possible.

The relay service provider shall provide the following basic services for local and intrastate toll calls:

A. Accept calls from Telecommunications Devices for the Deaf ("TDD") equipped callers or callers who use other non-voice terminal devices, place such calls to hearing and voice-capable individuals and translate the electronic messages to voice messages and voice messages to electronic messages in order to complete the communications link; and

B. Accept calls from hearing and voice-capable callers, place such calls to TDD equipped individuals or other persons who use other non-voice terminal devices, and translate the voice messages to electronic messages and electronic messages to voice messages in order to complete the communications link.

I.3 Procurement Timetable

The following timetable will apply to this RFP, unless otherwise ordered by the Commission:

RFP Issued Electronically.....November 17, 2020

Submission of written questions.....December 1, 2020 (Sect. 1.14)

Proposal Due.....December 22, 2020 by 4:00 P.M.

Oral Presentations by Offerors.....January 5, 2021

Proposal Award.....January 19, 2021

Selected TRS Provider Commences Operations.....12:01 A.M., April 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

Offerors shall acknowledge that, beginning with the issue date of this 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 PSC Issuing Officer.

1.5 RFP Amendments

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

1.6 Proposal Withdrawal

Offerors shall acknowledge 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 by submitting a written request to the PSC Issuing Officer. Any such request must be signed by a person authorized to sign for the offeror.

1.7 Costs for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the offeror. 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 April 1, 2021 and shall terminate 36 months from that date, on March 31, 2024, except that the Commission shall have the sole option to renew the contract for one additional 24 month period. Any contract renewal for this additional period must be executed prior to April 1, 2023.

1.9 Contract

The Contract, which the PSC intends to use with the selected 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 offeror's proposal. The PSC reserves the right to negotiate with the selected 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, in the sole discretion of the PSC, affect the evaluation criteria set forth herein, or give the selected 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 offeror's 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 cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to 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 exceptions are to be finalized and all exceptions 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 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 an affidavit that sets out the reasons for trade secret protection 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 be limited to the lowest practicable level.

1.13 Retention of Proposals

All material submitted in response to this RFP 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 This 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: tstarks@psc.state.ga.gov

Questions should reference the appropriate RFP checklist index/checklist number and may be submitted by email. Any files attached to emails must be MS Word format.

2.0 INFORMATION REQUIRED FROM/PROVIDED TO THE OFFEROR

2.1 Offeror Qualifications

The offeror should provide a detailed explanation and supporting documents for its experience in the provision of telecommunications relay services, or other evidence of experience that it maintains is relevant to its proposal.

A. The offeror has been operating as a telecommunications relay service provider for at least three (3) years and has implemented and successfully operated two or more statewide telecommunications relay services within the past five (5) years.

B. The offeror is a facility-based telecommunications relay provider.

C. Offeror must provide fully functional SS7 capability for calls within its network and possess the ability to transfer calls (with all call information) in full compliance with 47 CFR §64.1600 et seq., of the FCC's Rules to achieve functional equivalence.

The proposal should contain any documents pertaining to the requirements mentioned above and other information the offeror deems necessary to fully demonstrate the offeror's qualifications and allow the Commission to evaluate the offeror's ability to provide the TRS.

2.2 Proposal Guaranty

No proposal will be considered unless it is accompanied by a proposal guaranty in the form

of a cashier's check, a certified check, a savings and loan secured check, or bid bond payable to the PSC in the amount of $1,000,000 to ensure that the selected offeror will execute the contract which it has been awarded. The proposal guaranty shall be forfeited by an offeror who fails to execute promptly and properly the contract it has been awarded, or who fails to furnish the required performance security and certificate of insurance in their proper forms within the time requirements indicated in this RFP. **ALL PROPOSAL GUARANTYS SHALL BE RETAINED UNTIL FINAL CONTRACT AWARD.**

2.3 Bonds

Upon notification of the award, the selected offeror shall furnish, within ten (10) days, a performance bond in the amount of $2,000,000 on a form prescribed by the PSC (see Attachment B – written for annually renewable bonds – however a single three year bond is also acceptable). Failure to furnish the bond within ten (10) days may result in rejection of the proposal, forfeiture of proposal guaranty, and award of the contract to another offeror. Additionally, for the performance bond surety to be acceptable to the PSC 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 have been in business and have a record of successful continuous operations for at least five (5) years.

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

2.4 Financial History

The Commission reserves the right to evaluate the financial integrity of the offeror. Prior to award of the contract, 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
(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 three customer references, including a specific contact name and phone number of any entity to whom or to which the provider has ever provided the bid service or a similar service. See Attachment C, Customer Reference.

2.7 Personnel

The selected offeror shall not knowingly engage in employment of, on any basis, any Commission staff member involved in the preparation of this RFP or the selection and/or award process of this contract during the period of this contract. Once an offeror has been selected and a service contract negotiated, the names of those staff members who participated in this RFP process shall be provided to the service provider so that the requirements of this section can be implemented.

2.8 TRS Operational History - Traffic Data

Georgia TRS operational history in terms of monthly and annual data is contained in Attachment D. This information is provided to assist the offeror in proposal preparation.

2.9 Disclaimer

All statistical and fiscal information contained in this 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.

2.10 Plan for Service Start-Up

The bid must include a detailed plan for implementing the relay service in Georgia on the deadline for commencement of operations set forth in Section 1.3 of this RFP. The plan should describe how the transition from the existing TRS 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 E.

2.11 FCC TRS Certification

47 C.F.R. § 64.604 requires states to notify the FCC of substantive changes in their state TRS program within 60 days of the change and file documentation demonstrating compliance with FCC mandatory minimum requirements. Offerors must state what documentation they would provide to the PSC in support of this requirement since a change in relay service provider would constitute a substantive change.

2.12 Telecommunications Relay Service Definitions/Acronyms

The following terms, when used in this RFP, have the meanings shown below:

AAT - - Average Answer Time. The time from when the inbound call reaches the Relay provider's switch until the time the call is delivered to a Communications Assistant. Abandoned calls are included in the calculations of AAT.

Abandoned Call - - An incoming call reaching the relay service center but not answered by a Communications Assistant.

ADA - - The Federal Americans with Disabilities Act.

ANI - - Automatic Number Identification.

ASCII - - American Standard Code of Information Interchange.

ASL - - American Sign Language is a visual language and does not have written form. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss.

Baudot - - A seven-bit code, only five of which are information bits. Baudot is used by some text telephones to communicate with each other at a 45.5-baud rate.

Billable Minutes (Conversation Minutes Basis) - - The time period the relay originator is connected to the called party's number until the moment two parties disconnect. This includes an answering machine or voice menu. Billable Conversation Minutes do not include the time in queue (call is ringing, waiting for the call to connect to the other phone number), call set-up, call wrap-up, or calls that have reached numbers that are busy or receive no answer.

Billable Minutes (Session Minutes Basis) - - The time period a Communications Assistant connects to an incoming relay call until the moment the CA disconnects the last party. This definition includes incoming calls (busy, no answer, or wrong number) that do not reach the intended called party and includes call set-up and wrap-up.

Blocked Call - - Any call that arrived at the relay provider's switch, but was not answered due to the customer receiving a busy signal or any call with a continuous ring and/or in queue (or any other form of holding a call that has reached the provider's network) for

more than 90 seconds, while waiting for a Communications Assistant to be connected to the call and begin to interact with the calling party.

CA - - Communications Assistant. A person who transliterates conversation from text to voice and from voice to text between two end users of TRS.

Call Set-Up - - The time period when a CA connects to an incoming relay call to the moment the relay call is connected to the called party. This includes the preparation process (dialing, ringing, and status report). Once the caller and called party are connected, this ends the call set-up.

Call Wrap-Up - - The time period when one of the two relay parties disconnects to the moment the CA disconnects the last party.

Call Duration - - The time period when a relay call is recorded, which is the actual length of time between the set-up and the call wrap-up. (Identical to Billable Conversation Minutes or Time).

CDR - - Call Detail Record.

Completed Outbound Call - - An outbound call, which is answered by the called party. This includes calls answered by any person at the called party's number, as well as calls answered by an answering machine or answered when forwarded from the called party's number to another location, such as another number or voice mail.

Conversation Minutes or Time - - The time during which the called party and the calling party are able to communicate.

Disconnected Call - - An outgoing call in which the calling party or the CA terminates the incoming call before the called party answered.

FCC - - Federal Communications Commission.

General Assistance Calls - - The category of incoming calls not associated with an outgoing call attempt. Even though an incoming call may reach the relay center , no associated outbound call attempt can be made for reasons such as, but not limited to, the CA, or the calling party cannot hear or read the other party due to technical problems, the calling party may only be seeking information from the CA about relay or some other topic, the calling party may have misdialed and did not intend to call the TRS at all, or the calling party may have forgotten the number of the party he or she wishes to reach.

Gloss - - English word or words used to represent a particular ASL Sign to show the most common meaning.

GOS - - Grade of Service.

HCO - - Hearing Carry Over. A reduced form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation.

Incoming Call - - An incoming call refers to the portion of the communications connection from the calling party reaching the relay service center. An incoming call can be a general assistance call, or it can be an incoming call associated with an outbound call, or it can be a call that is abandoned before being answered by the CA. An incoming TDD call is a call originated by a TDD user. An incoming telephone call is a call originated by a telephone user.

Incomplete Outbound Call - - An outgoing call which is not answered by the called party. This includes calls which ring with no answer and calls which receive a busy line or trunk busy response.

LATA - - Local Access Transport Area.

Minor Irregularity - - A variation from the RFP's terms and conditions, which does not affect the price of the proposal, give the offeror an advantage or benefit not enjoyed by other offerors, or does not adversely impact the interests of the Commission.

Outbound Call - - An outbound call is the portion of the communications connection from the relay service center to the called party. Any time an attempt is made to call a party from the relay service, whether the party receives the call (complete) or not (incomplete), it is called an outbound call. An outbound TDD call is a call to a TDD user. An outbound telephone call is a call to a telephone user.

Proposal - - A competitive offer, which is binding on the offeror, in which price, delivery (or project completion), and conformance with the specifications and the requirements of the RFP will be the predominant award criteria.

PSC - - Georgia Public Service Commission.

NPA - - Number Plan Area, i.e., Area Code.

NXX - - Prefix-line number.

Responsible Offeror - - Responsible offeror means an individual, firm, or corporation who: (1) has the capability in all respects to perform fully the contract requirements, (2) has the integrity and reliability which will ensure good faith performance, (3) has not been disqualified by the Commission for any reason, and (4) has the full authority to bind the corporation.

Responsive Proposal - - A proposal which conforms in all material respects to the Commission's RFP.

Session Minutes or Time - - The time during which the CA is connected to either the calling or called party.

SS7 - - Common Carrier Signaling System 7- - SS7 is capable of accommodating both high-speed networks and low speed analog facilities. It operates at 64 kbps.

STS - - Speech to speech is a TRS service that provides a Communications Assistant to voice clearly for customers with speech that is not easily understood over the telephone.

TRS - - Georgia Telecommunications Relay Service or Georgia Relay.

TDD or TTY (Telecommunications Device for the Deaf) - - A mechanism connected to a standard telephone line, operated by means of a keyboard, and used to transmit or receive signals through telephone lines. The term includes mechanisms equipped with sight assisting devices, such as a large print screen or Braille printer, and also includes computers.

TURBOCODE - - Technology which allows faster data transmission.

USER - - Refers to either the calling or called party in a relay call.

Voice Carry Over (VCO) - - A reduced form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types back to the person with the hearing disability. The CA does not voice the conversation.

WPM - - Words Per Minute.

3.0 MANDATORY SERVICE STANDARDS (except for 3.14)

3.1 Scope of Service

The TRS shall provide for the uniform and coordinated provision of the service on a statewide basis by one telecommunications relay service provider.

The TRS shall be available at all times (24 hours a day, 7 days a week, 52 weeks a year). Callers shall be able to place TRS calls from their primary location and locations other than their primary location including "roaming" cellular telephone calls, and shall be able to utilize billing arrangements, including calling card, credit card and collect calling.

Any toll-free numbers used to reach the TRS must be able to access the service from anywhere in the United States. The TRS shall be designed to enable persons with a hearing or speech impairment utilizing TDDs to place telephone calls to non-TDD users (and vice versa) by using the telephone assistance of a Communications Assistant. The TRS shall also allow relay users to communicate on a VCO to VCO basis, an HCO to HCO basis, and an HCO to VCO basis.

All minimum standards and regulations relating to TRS adopted by the FCC and found in 47 C.F.R., Section 64.601 et seq., and FCC 00-56, Docket No. 98-67 – Report and Order and Further Notice of Proposed Rule Making, Adopted: February 17, 2000, Released: March 6, 2000; Second Report and Order, Order on Reconsideration, and Notice of Proposed Rule Making, Adopted: May 15, 2003, Released: June 17, 2003; Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, Adopted: June 10, 2004, Released: June 30, 2004; Order, Adopted: February 17, 2005, Released: February 18, 2005 are hereby incorporated by reference as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP.

The underlying standard of the relay system shall be to provide users access to a telephone network which is functionally equivalent to that provided to those who are not communicatively impaired in their ability to use the telephone. To achieve that standard, the relay system must have the following characteristics:

3.2 Blockage

Average daily blockage rate for all calls into the relay service shall be no greater than 1 call blocked out of 100 calls made. This shall be measured by sampling the number of calls being blocked at a minimum of every 30 minutes for each 24-hour period.

3.3 Average Answer Time

Offerors shall include adequate staffing to provide callers with efficient access under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. Offerors shall, except during network failure, answer 85% of all calls within 10 seconds by any method which results in the caller's call immediately being placed, not put in a queue or on hold. Offer shall, except during network failure, answer 97% of all calls within 30 seconds by any method which results in the caller's call being placed, not put in a queue or on hold. No more than 30 seconds shall elapse between receipt of dialing information and the dialing of the requested number.

This shall be measured by sampling the average answer time at a minimum of 30 minutes for each 24-hour period. No call to the relay service will be answered by a recorded message, for voice or TDD, except as provided in Section 3.37. *Intercept Message* of the RFP. Only a continuous ringing or fast busy signal will be used.

3.4 Transmission Circuits

For the TRS, transmission circuits shall meet or exceed FCC and industry interexchange performance standards for circuit loss and noise.

3.5 ASCII and Baudot

Offerors must furnish all necessary telecommunications equipment and software to be capable of communicating with ASCII and Baudot format at any speed generally in use. Provider must be capable of identifying incoming TDD signals as either ASCII or Baudot.

3.6 TRS Phone Numbers

The Commission's intent is to retain the current Voice and TDD 800 numbers used to reach TRS as well as to continue 7-1-1 accesses to the TRS. If new voice and TDD numbers will be required, the offeror will be advised as soon as possible.

3.7 Service Expansion

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, trunking capacity, Communications Assistant workstations, personnel staffing, and equipment capacity. The above plan shall be able to maintain all standards listed in this RFP.

3.8 Use of ANI

TRS shall utilize ANI (Automatic Number Identification) technology so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange carrier (LEC).

3.9 Dynamic Call Routing

Offerors shall utilize dynamic call routing techniques so that each call to TRS is routed to the first available TRS Communications Assistant within the provider's network.

3.10 Directory Assistance

Offeror's shall briefly describe how this service will be provided and billed to the end users.

3.11 Automatic Error Correction

The system utilized by the offerors must be equipped with an automatic error correction function to automatically correct Communications Assistant's common typographical errors. Offerors shall briefly describe the error correction system that will be deployed and give the size of the dictionary used by the system.

3.12 Disability Awareness

All relay service staff, including management, shall receive training in ASL, (grammatic structure and syntax), deaf culture, speech impairment, ethics, and confidentiality. Each

proposal must include an outline of a staff-training plan indicating training topics and time frames and a list of individuals or organizations representing the deaf community used to assist with the training.

3.13 Types of Calls

In addition to the processing of typical TRS calls, the following types of calls shall also be processed:

A. Voice Carryover VCO:

The TRS must accept calls from a voice-capable caller who is hearing-disabled and permit this caller to speak his or her own message directly to a call recipient who is hearing-capable without such transmission being processed by the relay CA.

B. Hearing Carryover HCO:

The TRS must accept calls from a hearing-capable caller who is speech-disabled and permit this caller to receive transmission directly from the other party without any intervention from the CA.

C. Speech to Speech Relay Service STS:

The TRS must provide STS, which involves the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken. The TRS may utilize a dedicated toll-free telephone number to access STS service.

D. Pay-Per-Call Calls:

The TRS vendor must provide access to pay-per-call services (e.g., 900, 976 calls). However, in no event shall the TRS incur the charges accessed by the pay-per-call vendor. Rather, such charges shall be billed to the calling party.

E. Spanish Speaking Services:

While not a mandated feature, the provision of intrastate Spanish speaking relay service is encouraged. The vendor shall be compensated for the intrastate transliteration of such calls at the rate-per-minute bid price. The TRS may utilize a dedicated toll-free telephone number to provide this service.

F. Video Relay Service VRS:

While currently an optional feature, VRS may be mandated at a future time once it becomes

more technologically reliable and economically feasible. If this feature is incorporated, the relay service contract will be modified by the parties as necessary.

G. Additional Call Types:

Consistent with the obligations of common carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services. TRS shall be capable of handling any type of call normally provided by common carriers and the burden of proving the infeasibility of handling any type of call will be placed on the carriers. Providers of TRS are permitted to decline to complete a call because credit authorization is denied. The TRS shall also provide its users with the following call types:

(1) Conference Calling
(2) Three-Way Calling
(3) Call Release
(4) Speed Dialing
(5) 2 Line VCO
(6) VCO-TTY
(7) VCO-VCO
(8) 2 Line HCO
(9) HCO-TTY
(10) HCO-HCO
(11) Automatic Call Forwarding
(12) Anonymous Call Rejection
(13)_ Call Screening (Call Rejection) (Call Block)

The TRS shall also provide its users with other customer calling features as they become available, to the extent technically feasible. Charges assessed to TRS users for such ancillary services must not exceed the charge assessed by the incumbent local exchange company ("ILEC") serving the exchange from which the call is being placed. Additionally, charges for ancillary services not traditionally provided by ILECs (e.g., store and forward services) must not exceed the rates assessed to those persons without communication disabilities.

3.14 Technology

No requirement set forth in this RFP is intended to discourage or impair the development of improved technology that fosters the availability of telecommunications to persons with disabilities. VCO, HCO and Caller ID technology are required to be standard features of the TRS. Technology such as turbo code, which allows faster data transmission, is also required to be a standard feature of TRS. Other relay technological improvements will be addressed by the offeror in the following manner:

A. CapTel - Not required but offerors are requested to provide information as to their capability to offer this service, and if they are currently providing this service, a description of its features.

B. Internet Relay – Not required to be offered by the Georgia Relay. It is understood that at present the Interstate TRS Fund administered by NECA (National Exchange Carrier Association) funds this service, but funding of this service by state relay funds at some point in the future is a possibility. Offerors shall provide extensive information concerning their Internet Relay capabilities. A description of these capabilities will also include the procedures and technology used to reduce, to the maximum extent possible, use of Internet Relay to perpetrate fraud. Offerors must describe how security and confidentiality will be maintained in their Internet Relay process. The proposed charge fothis service should be separately stated in this price proposal, if it were to be charged at some point in the future to the Georgia Relay.

C. IP-Relay Through Instant Messaging – Not required but offerors are requested to provide information as to their capability to offer this service option, and if they are currently providing this service option, a description of its features.

D. IP-Relay Call Back – Not required but offerors are requested to provide information as to their capability to offer this service option, and if they are currently providing this service option, a description of its features.

E. Video Relay Service (VRS) – Not required to be offered by the Georgia Relay. It is understood that at present the Interstate TRS Fund administered by NECA funds this service, but funding of this service by state relay funds at some point in the future is a possibility. Each offeror shall provide extensive information concerning its VRS capabilities. Their VRS solution which must be compatible with the H.323 standard at a minimum. The proposed charge for this service should be separately stated in the price proposal, if it were to be charged at some point in the future to the Georgia Relay. The offeror should explain how it will bill relay service users for video relay service. Before completing the call, the CA shall advise the caller of any charge for the call.

F. Wireless Relay – Not required but offerors are requested to provide information as to their capability to offer this service, and if they are currently providing this service, a description of its features.

G. Relay Conference Captioning – Not required but offerors are requested to provide information as to their capability to offer this service, and if they are currently providing this service, a description of its features.

3.15 Complaint Resolution

The TRS provider and PSC shall entertain informal complaints regarding the provision of TRS. The PSC and/or TRS provider shall ensure that the complaint includes the following information: name and address of the complainant; the name and address of the TRS provider against whom the complaint is made; a statement of facts supporting the complainant's allegation that the TRS has violated or is violating Section 225 of the ADA and applicable ADA and FCC rules; the specific relief or satisfaction sought by the complainant; and the complainant's preferred format or method of response.

The TRS Provider shall file with the PSC a statement designating an agent or agents whose

principal responsibility will be to receive all complaints, inquiries, orders, decisions, notices and other pronouncement forwarded by the PSC. Such designation shall include a name or department designation, business address, telephone number (voice and TTY), facsimile number and, if available, Internet e-mail address.

The TRS provider must provide its users with a means to file service quality complaints, to offer suggestions, and to make general inquiries regarding the service. The TRS provider must accept and respond to complaints received by both mail and telephone within ten business days. The TRS provider must display a toll-free customer service telephone number and address on all brochures and educational materials, as well as the PSC's public intrastate 800-voice phone number, for this purpose. The TRS provider must employ all reasonable means available to resolve a complaint. In the event a complaint cannot be resolved by the TRS Provider, it must refer the complaint to the PSC's TRS Point of Contact. If the complaint cannot be resolved, to the customer's satisfaction by the PSC TRS Point of Contact, a formal complaint form will be provided to the complainant. The complaint form will provide TRS users with the necessary information concerning how to file a formal complaint with the PSC. The PSC will entertain formal complaints to determine whether the TRS provider is meeting the requirements set forth by this RFP, the FCC, and the ADA. As required by the ADA, the PSC will take final action regarding any complaint within 180 days from the date it is filed. That is, all complaints will be resolved by the PSC within 180 days after the complaint is first filed with a state entity, regardless of whether it is filed with the state relay administrator, the PSC, the relay provider, or with any other state entity.

The TRS provider must maintain a log of consumer complaints. The log shall include, at a minimum, the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. Summaries of logs must be submitted monthly to the PSC and annually to the FCC, consistent with the FCC's rules.

Informal complaints may be transmitted to the PSC TRS Point of Contact by any reasonable means, such as letter, facsimile transmission, telephone (voice/TTY), Internet email, or some other method that would best accommodate complainant's hearing or speech disability.

3.16 Advertising/Outreach

The selected offeror shall provide, at a minimum, an outreach and advertising budget of $250,000.00 for each successive three 12 month periods of the contract ($750,000 total) to be spent on professional advertising and outreach activities utilizing an advertising firm to be selected by the PSC in a separate request for proposal process. The selected offeror shall pay the advertising agency's monthly invoices after these invoices have been reviewed and approved by the PSC. The work of this advertising firm shall report to the PSC but shall coordinate its media strategy, through the PSC, with the service provider to ensure a seamless, coordinated advertising/outreach effort. This expense is not a separate recoverable cost and must be included in the total price bid.

The relay service provider shall develop a relationship with appropriate consumer groups to ensure that all publicity materials will be effective and appropriate.

All outreach and marketing materials, both visual and verbal, shall refer to the Georgia Relay, not to the provider's company name, although both the PSC and service provider's logos may appear on these materials. Such logos shall be of the same size and levels of detail.

The selected offeror shall work with the Commission in the development of outreach materials and programs to ensure these materials are consistent with program goals and provide continuity in relation to past practices and materials.

The selected offeror must include information regarding customer access to alternative long-distance carriers, via the Georgia Relay, in the appropriate outreach materials.

All publicity materials shall be reviewed by the TRS Advisory Council prior to distribution. The Commission reserves the right to pre-approve any outreach material produced, and reserves the right to require the provider, at the expense of the provider, to correct any erroneous or inaccurate outreach material produced without the Commission's approval.

3.17 Consumer Input

The TRS shall solicit input from the users on the quality of the delivery of service. The input includes compliments, suggestions, policy review, and complaints. Offeror shall develop a plan to include the users of the system in any evaluation of the TRS. An outline of this plan shall be included with the proposal of the provider. The plan should explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the relay service.

3.18 Relay Minimum Staffing Requirements

Please provide the staffing with title and duties you will employ to carry out the requirements listed in this RFP.

3.19 Recruitment of Persons with Disabilities

The selected offeror shall actively recruit persons with disabilities to function as Communications Assistants. Preference will be given to employing individuals with American Sign Language fluency, relay service experience and experience working within the deaf, hard of hearing and/or speech disabled community.

3.20 Service Demand and Capacity

The selected offeror must possess the ability to address changing demands for service for the range of call volumes and the average length of call experienced during the contract period. This ability shall include, but not be limited to, traffic analysis, trunking capacity,

number of Communications Assistant workstations, staffing, facilities, measurements, data (in addition to historical data to be utilized) and equipment. The offeror must have the ability to maintain the service standards specified in this RFP.

The PSC wishes to inform offerors that Georgia established a telecommunications equipment distribution program for hearing/speech-impaired persons effective March 31, 2003. Implementation of this program may affect relay call volumes. Offerors' proposals should take this into account.

Offerors shall provide the technology capability to allow the TDD users to speak through his/her voice carry over without any initial TDD typing involved in the process of calling the relay service.

3.21 Local and Intrastate Toll Calls

The service shall be designed to provide local and intrastate calls.

3.22 Interstate Toll Calls

The offeror will offer interstate TRS. Funding for interstate service will come from the interstate jurisdiction as mandated by the Federal Communications Commission.

3.23 FCC Equal Access Waiver

The FCC repealed the billing options requirement in its entirety. *In the Matter of Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities,* 35 FCD Rcd 8359, 8364 (¶¶ 12-13) (2020)

3.24 Call Billing Record

The billing system will be automated to the extent possible. Handwritten documents are not acceptable, except in emergency situations. The proposal must describe the system to be used for identifying and recording toll calls for billing purposes, including how the billing minutes will be calculated.

3.25 Text/Voice Calls

The TRS shall be capable of receiving and transmitting voice calls and both Baudot and American Standard Code for Information Interchange (ASCII) codes.

3.26 Access to Restricted 800 Numbers

This service would allow access to regionally restricted 800 numbers.

3.27 Personnel/Equipment

The contractor shall furnish all necessary personnel, facilities, telecommunications equipment, and software.

3.28 Switching System

Signaling System Seven (SS7) network architecture is a mandatory requirement of this RFP. The switching system must be capable of having preventive maintenance performed while the system is online.

3.29 Network Configuration

The transmission circuits shall meet or exceed FCC and industry inter-exchange performance standards for circuit loss and noise. The proposal will describe the facilities, telecommunications equipment, and software the offeror will use in providing the TRS. The proposal must include a network design diagram that describes the network configuration to be used in providing the TRS, including the way callers will access the service, the way the provider will handle the calls, and the quantities and types of inbound and outbound circuits necessary to complete the projected number of local and toll calls.

3.30 Uninterruptible Power System

The relay service must have a battery and generator capability sufficient to allow the relay service to operate after a commercial power failure. Battery backup must be sufficient for one-hour backup power and the generator must be able to provide uninterrupted power for a minimum of 12 hours.

3.31 Disaster Recovery Plan

A complete plan to recover data and restore relay service in the event of natural or man-made disasters is required. The Commission must be notified when customers are unable to access the Georgia Relay Service and this disruption lasts more than 30 minutes. Such notification shall take place within three hours of the time the disruption begins or by 8:30 a.m. on the next business day if the notification would otherwise occur outside normal business hours. The report should explain how the problem will be corrected and give an approximate time and date when relay service will be in full operation. After the service is back in full operation, the provider shall submit a written report on the problem.

3.32 Intercept Messages

Appropriate intercept messages shall be provided if a system failure occurs.

3.33 Caller ID

This TRS will transmit available caller identification information to the called party as soon as the provider has a technical network application that allows this service to be provided.

3.34 Cellular Phone Calls

The TRS must be capable of handling cellular phone calls. The proposal must include the procedure and methodology to determine the call types and shall document amount of time necessary to determine call types.

3.35 Location of the Relay Center

The offeror may propose any or all of the following relay center location options and will provide TRS cost information based on any center option proposed as the solution. If Option A handling 100% of all Georgia Relay calls is proposed, this information should be noted. The Commission shall select the option and corresponding cost that it believes to be the most desirable:

A. Center located in Georgia, operates seven days a week, twenty-four hours a day. A minimum of 40% of all Georgia Relay traffic will be handled through the Georgia Center with dynamic call routing to be utilized.

Offeror shall state the approximate number of jobs that will be created in Georgia by this option and approximate annual offeror payroll generated by these positions.

B. Center located in Georgia, operates from 7:00 AM to 8:00 PM, exclusive of weekends and holidays. On weekends and holidays and during the week between 8:00 PM and 7:00 AM an out-of-state center(s) is (are) utilized. A minimum of 30% of all Georgia Relay traffic will be handled through the Georgia Center with dynamic call routing to be utilized. Offeror shall state the approximate number of jobs that will be created in Georgia by this option and the approximate annual offeror payroll generated by these positions.

C. Center(s) located outside Georgia is (are) used exclusively to process all Georgia Relay Service calls.

Wherever the center is located, it may be adjacent to or neighboring other provider facilities but must be constructed and operated in such a manner that access to operator positions is denied to the public and unauthorized employees of the provider. Relay system operations (Communication Assistants performing their relay function) may not be conducted in provider facilities not located physically within the relay center.

3.36 National Telecommunications Service Priority (TSP) System Coverage

Offeror shall submit its plan to participate (or existing status as a participant) within six months of beginning Georgia Relay service in the Telecommunications Service Priority (TSP) System to provision for priority restoration of Georgia Relay service in the framework of the National Security and Emergency Preparedness (NS/EP) program. At a minimum, offeror's proposal shall indicate when offeror will secure a TSP Authorization Code from the Office of Priority Telecommunications within the National

Communications System agency. Offeror's proposal shall indicate that its TRS program will ensure access to the Georgia Relay by Georgians in the event of priority telecommunications access measures due to either local, regional or national disruptions to telecommunications services created by natural or man-made disasters of any kind.

4.0 MANDATORY COMMUNICATIONS ASSISTANT STANDARDS

4.1 Communications Assistant Proficiency Test

The provider shall require that all prospective Communications Assistants take and pass a quantifiable, performance-based Relay Communications Assistant Proficiency Examination that will be approved initially by the Commission. Provider must include an outline of this examination with the proposal. This examination shall cover spelling, typing, dictation, procedures, and characteristics of American Sign Language as it may be reflected in the written language of TDD users, deaf culture, ethics and confidentiality, and professional judgment. This test shall have as its minimum requirements the proficiency skills for Communications Assistants mandated by this RFP. The relay service shall make sure that material from these tests is not available to the Communications Assistants before testing time and must change portions of the tests from time to time.

4.2 Communications Assistant Training

Each offeror shall demonstrate how ongoing Communications Assistant training will be provided by including with its proposal an outline of a proposed Communications Assistant training plan. The provision for Communications Assistant training shall include, but not be limited to, ASL gloss and grammar, deaf culture, needs of speech-impaired users, and operation of relay telecommunications equipment. Training shall include both simulated and live online handling. Appropriate portions of in-service training for Communications Assistants shall be provided by experts from the deaf and speech-impaired community in the fields of language interpreting, ASL, deaf culture and speech-impairment. Alternatively, the provider must demonstrate that such expertise exists on staff.

Each CA will be tested with sufficient frequency, not less frequently than every 12 months, to ensure that the required proficiency is consistently maintained. Any CA that fails such testing will be provided with a single retest opportunity within 30 days of a failed test to demonstrate the required proficiency. Any CA failing such a retest shall no longer serve as a CA handling Georgia Relay calls.

4.3 Minimum Communications Assistant Qualifications

Offerors shall specify how it plans to demonstrate that Communications Assistants meet all necessary proficiency requirements. Communications Assistants shall be able to quickly and accurately type TDD relay messages. This will include but not be limited to:

A. Spelling Skills and Telephone Etiquette

Communications Assistants must possess 12th grade level spelling skills and basic skills in telephone etiquette.

B. English Grammar Skills

Communications Assistants must demonstrate skills in English grammar at a minimum of a 12th grade level.

C. Typing Speed of 60 wpm

A minimum typing speed of 60 words per minute (wpm).

D. Ability to Translate for Relay Users with Limited English or Spanish Language Skills

The offeror shall demonstrate if it plans to train Communications Assistants to translate these calls. The contractor shall indicate at what level it considers Communications Assistants to be fully trained in this capacity.

Note: No translation of English to Spanish or Spanish to English is required but may be provided as an enhancement.

E. Procedures for Relaying Communication

It is extremely important that Communications Assistants convey the full content, context, and intent of the relay communication they translate. Communications Assistants must strive to maintain functional equivalence for both the TDD relay user and the non-TDD relay user when a communication is being relayed. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed.

4.4 Protection of Privacy

The Georgia TRS shall protect the privacy of persons to whom relay services are provided and shall require all Communications Assistants to maintain the confidentiality of all telephone messages. The confidentiality and privacy of persons to whom relay services are provided will be protected by means of the following:

A. The relay center shall not maintain any form of permanent copies of messages relayed by their Communications Assistants or allow the content of telephone messages to be communicated to, or accessible to, non-staff members;

B. Persons using the relay services shall not be required to provide any personal identifying information until the party they are calling is on the line, and shall only be required to identify themselves to the extent necessary to fulfill the purpose of their call and to allow proper billing;

C. Communications Assistants shall not leave messages with third parties unless instructed to do so by the person making the call;

D. Communications Assistants shall not intentionally alter a relayed conversation; and

E. Communications Assistants shall not refuse calls or limit the length of calls.

4.5 Full Control of the Relay Call Remains with the Relay User

Generally, the caller shall have the option of telling the Communications Assistant what aspects of the call she or he will handle. For example, the caller may request that she or he introduce relay services to the called party, rather than the Communications Assistant.

Relay users shall not be required to give their names or the names of the parties they are calling. This information shall not be recorded in any form without the permission and knowledge of the relay users (except for toll billing purposes).

4.6 Neutral Position

Communications Assistants shall not counsel, advise, or interject personal opinions or additional information during a relay call, even if the relay communication breaks down. An exception to this, of course, occurs when either the relay caller or called party requests assistance from a Communications Assistant. Even then, a neutral position must be maintained to the greatest extent possible. Communications Assistants shall not make any value judgments on the content of any relay communication.

Communications Assistants shall not have a personal conversation with anyone who calls the TRS at any time, except to extend a polite and concise response when prompted, such as "Thank You" if a relay user comments on a job well done.

4.7 Information on the Status of Call

Communications Assistants shall keep the relay caller informed regarding the status of a call, including but not limited to indication of such signals as dialing, ringing, busy, disconnect, recording, fax sound, or on hold.

If requested by originating caller, Communications Assistant shall attempt to complete calls three times consecutively, without delay, when receiving busy signals.

4.8 Communications Assistant Comments

All comments directed to either party by the Communications Assistant shall be relayed.

For example, if the Communications Assistant asks a hearing party, "Will you accept a collect call?" these words will be relayed to the TDD relay user in parentheses. Likewise, all comments directed to the Communications Assistant by either party shall be relayed. For example, if a TDD relay user says, "Yes, I will accept the charges", these words will be relayed to the non-TDD relay user as "The party says, Yes, I will accept the charges."

4.9 Conveyance of Non-TDD Relay User's Tone of Voice

Communications Assistants shall, to the best of their abilities, convey to the TDD relay user the non-TDD relay user's tone of voice. Descriptive words shall be used to convey the tone (e.g., yelling, crying, loud, quiet, foreign accent, banging, slamming, or choking). Judgmental descriptions should be avoided (e.g., angry, rude, disgusted, mad, or impatient). The contractor shall maintain a list of acceptable words to convey tone of voice and a list of unacceptable words that should be avoided in conveying tone of voice. These lists shall be reviewed with the Commission staff. Training sessions shall include a discussion of such words and instruction on how to interpret the relay user's tone of voice into descriptive words.

4.10 Conveyance of TDD Relay User's Typed Text and Non-TDD User's Expressive Words

When the Communications Assistant verbalizes for the TDD relay user, the Communications Assistant shall adopt a conversational tone of voice appropriate to the type of call being made. If a TDD relay user types "ooohhhhhh" or similar expressions, the Communications Assistant shall verbalize accordingly. Likewise, a non-TDD user's groaning may be relayed as "ooohhh", and an excited yes may be relayed as "yyyeeesss".

4.11 Identification of Communications Assistant--Gender and ID Number

Each Communications Assistant will be assigned a three or four-digit number. When answering a relay call, the Communications Assistant will answer with his or her number and gender identification such as: "CA 3105M." The TDD relay caller has the option to request a different gender.

4.12 Identification of Gender of Non-TDD Relay User

To the extent possible, the Communications Assistant shall identify whether the non-TDD relay user is female or male by using parentheses at the beginning of a call as follows: "(M)" or "(F)."

4.13 Background Noise Identified

The Communications Assistant will identify background noise (e.g., a baby crying, music, flipping pages) to TDD relay users.

4.14 Different Person Identified

The Communications Assistant shall indicate to the TDD relay user if another person (hearing) comes on the line.

4.15 Explanation of TRS

When a TDD relay user calls a non-TDD user, the Communications Assistant will ask the non-TDD called party whether he or she has previously used the TRS. If such user has used the TRS before, the call will be placed without further delay. If not, the Communications Assistant will explain how the service operates and will notify the TDD relay caller, using parentheses, that the TRS is being explained to the called party. The TRS explanation should be brief and concise. A suggested format is: "The caller is typing his/her conversation which will be read to you. When you hear the words, Go Ahead, speak directly to the caller. The operator will type everything that is heard. "One moment for your call to begin."

4.16 Parentheses for Nonconversation Items

The Communications Assistant shall type in parentheses all contents of a relay call that are not part of the relay user's conversation, including those items discussed above.

4.17 Third-Person Reference

If either party uses the third person, the Communications Assistant shall relay in the third person. The Communications Assistant will not intervene and will not ask one party to address the other party directly.

4.18 Change of Communications Assistants

Change of Communications Assistants during a call is discouraged. If the change is necessary, both parties shall be informed.

4.19 Typing Error

To correct a typing error, Communications Assistants shall not backspace, but continue in a forward direction by typing "xx" (common TDD conversation for error) and then typing the word correctly.

4.20 Verification

Communications Assistants shall verify spelling of proper nouns, numbers, and addresses that are spoken. This shall be relayed as discussed above in *"Parentheses for Nonconversation Items"*.

4.21 Stay on the Line

The Communications Assistant will stay on the line until the outbound caller (or originator) has terminated the call. If necessary to process a complaint or compliment, the call will be transferred to a supervisor.

4.22 Answering Machine

Communications Assistant will leave messages on answering machines or other voice processing systems. Offerors shall propose procedures to include the following:

A. The Communications Assistant will inform the caller when an answering machine has been reached and will transmit to the caller the content of the outgoing message.
B. The Communications Assistant will leave the caller's full message, either by voice or TDD.
C. The Communications Assistant will confirm to the caller that the message has been left.
D. The ability to electronically capture recordings.
E. The caller will only be charged for the initial call regardless of the number of redials required to capture the full outgoing message and leave a message.

4.23 Answering Machine Message Retrieval

Communications Assistants will retrieve messages for voice processing systems and relay a TDD message to a voice user or a voice message to a TDD user. Offerors shall propose procedures for handling this requirement, and the procedures shall include methods for obtaining any necessary system access codes from the user and statements regarding confidentiality of that information.

4.24 Emergencies

Although Georgia is covered by many 911-communication centers known as Public Safety Answering Points ("PSAPs") that are prepared to handle TDD calls directly, offerors shall develop a policy for handling and referring emergency calls, to include routing them to the appropriate PSAP. This policy should also include instances in which a relay user connects to the Georgia Relay via cellular or wireless telephones. The policy may include procedures for referring callers to emergency services and numbers other than 911.

4.25 Confidentiality of Calls

All calls shall be totally confidential, which means no written or electronic script shall be kept beyond the duration of the call. Communication Assistants and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information below. Communications Assistants must be required to sign a pledge of confidentiality document promising not to disclose the identity of any callers or fellow Communications Assistants or any information learned during the course of relayed calls, either during the period of employment as a Communications Assistant or after termination of employment.

When training new Communications Assistants, by the method of sharing past experience, trainers shall not reveal any of the following information:

A. Name, genders, or ages of the parties of the call.
B. Originating or terminating points of the call.
C. Specifics of the information conveyed.

Communications Assistants shall not discuss, even among themselves or their supervisors, any name or specifics of any relay call, except in the instances of resolving complaints. Communications Assistants should be trained to ask questions about procedures without revealing the name of specific information that will identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the Communications Assistant or relay service, name and specific information may be disclosed by the Communications Assistant to a supervisor to expedite a solution.

Watching or listening to actual calls by anyone other than the relay Communications Assistants and authorized center management is prohibited.

The proposal shall outline the policies including a pledge of confidentiality form the offeror will use to preserve confidentiality. Specific policies shall be developed in the start-up period after the contract award. Such policies should include practices employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the Confidentiality Policy shall be provided to relay user upon request.

A Communications Assistant or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs. Proposals shall specify the policy for reviewing alleged violations of confidentiality.

The offeror shall be restricted to collecting only that personal information necessary to provide and bill for the relay services being rendered. This information shall not be used for any other purpose.

4.26 Code of Conduct

Offeror is required to establish a Code of Conduct that emphasizes the responsibility of the Communications Assistants to be professional and patient under all circumstances. This Code should emphasize that rudeness or impoliteness toward relay callers is unacceptable conduct and will not be tolerated.

4.27 Communications Assistant Counseling

Offerors are required to establish a counseling and support program that will help Communications Assistants deal with the emotional aspects of relaying calls. Because Communications Assistants are not allowed to talk about their calls with other

Communications Assistants, friends, or family, Communications Assistants need to have access to someone they can talk to and trust. Communications Assistants must be afforded access to either internal or external counseling support services in a completely confidential manner. Those providing this support must be trained professionals in this area and have knowledge in the field of communication disabilities. Offerors shall briefly describe their Communications Assistant counseling programs. Communications Assistants are expressly forbidden to discuss the details of relay calls with counseling support personnel.

4.28 Obscenity Directed to the Communications Assistant

Communications Assistants do not have to tolerate an obscenity directed at them. A proposal should specify how the offerors would handle these situations. It is acceptable to transfer callers using obscenities directed at the Communications Assistant to a supervisor to determine why the caller is using obscenity and to explain that this is inappropriate.

4.29 Policies and Procedures Manual

Offerors shall include with the proposal a comprehensive outline of a proposed Communications Assistant Policies and Procedures Manual, which shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a relay Communications Assistant.

5.0 MANDATORY REPORTING REQUIREMENTS

All applicable reports shall be in both narrative and graphic format. The reporting media will be hard copy and electronic format for all reports.

5.1 Invoicing

The following information will be reported monthly by the selected offeror as supporting documentation with the provider's invoice. The invoice is due by the 15th calendar day of the month following the month of service and shall include the following:

A. Total Monthly Minutes of Service--reported as session time on line 1.
B. Total Monthly Interstate Minutes of Service--reported as session time (to be subtracted from line 1).
C. Total Monthly International Assist Minutes--reported as session time (to be subtracted from line 1).
D. Total Interstate Directory Assistance Minutes-(to be subtracted from line 1).
E. Total Monthly Billable Minutes of Service--reported as session time remaining after the subtractions in A, B, and C above.
F. $ per Minute of Service.
G. Total Due.

PSC shall pay the selected offeror the amount of the invoice no later than twenty-five (25) days after the date of the invoice.

5.2 Traffic Reports

The following information will be included in the monthly operations reports, which are due by the 15th calendar day following the month of service. Reports shall include graphic and narrative formats of all applicable reports, by reporting period. One paper copy and one copy in electronic format of all required reports shall be submitted to the PSC.

A. Monthly total numbers of Georgia Relay inbound calls and monthly total number of Georgia Relay outbound calls.

(1) Local
(2) Intrastate
(3) Interstate
(4) International
(5) Monthly subtotal Inbound and Outbound calls (total of lines 1 through 4).
(6) Incompleted calls (inbound calls with no completed outbound call, i.e., busy, no answer).
(7) Monthly total Inbound and Outbound calls (total of lines five (5) and (6)).

B. Monthly total number of Georgia Relay Inbound calls and monthly total number of Georgia Relay Outbound calls by call type.
(1) Baudot
(2) ASCII
(3) Voice
(4) VCO
(5) HCO
(6) Calls involving Spanish users as the calling party or the call recipient. (These calls may also be included in any of the categories above).
(7) Percent of TDD calls to total

C. Call Statistics on Speech-to-Speech, Video Relay, and Text to Speech.

(1) Speech to Speech calls, reported daily in one-hour increments.

D. Monthly average length of call by the following types.

(1) Average length of all calls
(2) Average length of call based on session time for the inbound calls and for outbound calls.
(3) Average length of call based on conversation time for inbound calls and for outbound calls.
(4) Average length of call based on conversation time for:

(a) Baudot calls
(b) ASCII calls

(c) Voice calls
(d) VCO call
(e) HCO calls
(f) Speech to Speech call

E. Turbo Code

(1) Turbo code calls
(2) Turbo code minutes

F. 711 Calls

(1) TDD calls
(2) Voice calls
(3) Total 711 calls

G. Average speed of answer (ASA) for all calls into the TRS.

(1) Daily ASA
(2) Monthly ASA
(3) Percent of calls answered in 10 seconds for each day of the month
(4) Percent of calls answered in 30 seconds for each day of the month

H. The following service statistics should be reported for the TRS.

(1) Average daily number of calls in queue, waiting to be answered.
(2) Average daily length of time in queue.
(3) Average daily blockage rate.
(4) Average monthly blockage rate
(5) Average daily and monthly operator occupancy rates.
(6) Average daily and monthly number of Spanish speaking operators on duty.
(7) Summary sheet, showing the above statistics totaled on a monthly basis for all locations.

5.3 Other Reporting Requirements

Reports shall be in narrative and graphic format. The report media shall be hard copy format for each applicable report.

The provider shall provide to the Commission an annual report of operations, traffic patterns, and accounting data pertaining to the TRS. On an annual basis, the provider must furnish forecasted usage figures and costs to the Commission for the upcoming year for use in the annual program budget. This report is due to the Commission on April 15 of each succeeding contract year.

All of the above shall be reported to the Commission no later than 15 calendar days after the close of each month.

Written production of the above information is required.

The offeror will submit the reporting format that will be used to provide all of the above information.

The offeror must include information on its capability to provide ad hoc reports, including new information the provider has in its system database or in new formats for existing information.

Reconciliation between billing units and traffic data reported for the month will be required.

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

The selected offeror must 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. The annual report shall be due within 30 calendar days of the end of the contract year.

6.0 COST SUBMISSION AND FINANCIAL ITEMS

6.1 TRS Cost

A. The offeror must quote its lowest and final offer concerning rates for the TRS in the Price Quotation, Attachment E.

B. The offeror must submit a single rate per minute quote to be utilized throughout the term of the contract for purposes of calculating its due compensation. The rate submitted must be based on the following assumptions:

(1) Any call, which is answered by a relay CA, must count as one call to the relay center, regardless of whether the call is completed to the called party. The TRS provider shall be paid by the TRS Fund on a Session Minute basis and the party initiating a relay call shall be billed (for toll calls only) on a Conversation Minutes basis minus any applicable discounts.

(2) All costs, including, but not limited to, initial startup costs (including those costs associated with interconnecting with other carriers), and return on investment, will be assumed to be imputed in the rate per minute quote submitted by the offeror.

(3) To the extent an offeror's system design requires another telephone

company to incur network costs, which are not recovered through tariffed charges, the selected offeror will be responsible for reimbursing such carrier.

C. The rate per minute (and associated carrying charges) shall be the sole mechanism by which the selected offeror will be compensated.

6.2 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, 2010, is essential. Failure of the service provider to implement service at 12:01 AM on April 1, 2010, 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 answer time, blockage rate or transmission level requirement -- $5,000 per incident.
B. For failure to meet complaint resolution requirement--$1,000 per incident.
C. For failure to provide reports--$1,000 per incident.
D. For failure to provide an Uninterruptible Power System as defined in Section 3.35- $25,000 per incident.
E. 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.

6.3 Liability Protection

The proposal must contain evidence of adequate protection against claims of liability. Additionally, neither the Commission nor the provider of the TRS service nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees of the provider of the TRS service, shall 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 TRS.

6.4 Transfer to New Provider

When relay service is transferred to a new provider, the existing provider shall make every effort to ensure that the service is transferred to the new provider so that relay users do not experience an interruption in service. The relay service and consumer service 800 or other

telephone numbers shall be made available to the new provider, with the new provider paying any costs associated with transferring the numbers to the new provider. Provision of customer profile data to the incoming provider shall be provided at least 60 days prior to the outgoing provider's last day of service.

7.0 ADDITIONAL INFORMATION

7.1 Advisory Council

An Advisory Council has been established by the Commission to specifically provide for consumer input to the Georgia Relay service provider on the issues of training, outreach, and customer service. The Council is composed of representatives of the hearing/speech-impaired community, Georgia Telecommunications Association, the service provider, and the Georgia Public Service Commission. Community input is critical to ensure that service improvement ideas are shared and customer needs are known. The service provider shall be responsive to the Advisory Council's input on the issues of training, outreach, and customer service. The Advisory Council meets at least quarterly at locations in the Metro Atlanta area. The service provider representative is expected to be at each Advisory Council meeting which is noticed well ahead of meeting dates. The service provider shall designate either its Account Manager, Outreach/Education Manager or Operations/Location Manager (if an in-state center exists) as its continuing representative on the Advisory Council. The service provider representative will be expected to review Georgia Relay operations results at each meeting and field questions concerning the information contained in these reports. The service provider shall not be compensated for participation in the Advisory Council.

7.2 Employment Practices

The provider 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 provider is encouraged to include employees with communication disabilities on the relay center staff and shall submit with its bid an affirmative action plan for recruiting and hiring such persons. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

7.3 Additional Information and Comments

Proposals should include any other information that an offeror believes to be pertinent but that is not specifically requested elsewhere.

8.0 PROPOSAL EVALUATION

8.1 Selection Process

On January 19, 2021, the Commission shall select a TRS service provider to assume these duties effective April 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.

8.2 Evaluation Criteria

The offeror shall meet, and, where applicable shall commit to meeting, all of the requirements of this RFP. The Commission shall use its 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 use of high-quality and technologically advanced telecommunications relay 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 high-quality and technologically advanced telecommunication relay services to applicants with hearing impairments, speech impairments, or other physical disabilities in a matter consistent with the goals of the program.

8.3 Oral Presentations

An oral presentation shall be scheduled for each offeror to assist the Commission in the application of the above selection criteria. Each presentation should 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 completing offeror.

8.4 Commission Rights Reserved

The Commission reserves the right to reject any and all proposals made pursuant to this RFP, to request submission of a best and final offer, and to amend or supplement this RFP at any time. There is no assurance, expressed or implied, that an award will necessarily be made pursuant to this RFP. This RFP shall not give any right to any respondent for any indemnification claims.

8.5 Protests/ Requests for Reconsideration

In the event that a protest or request for reconsideration is filed with the PSC after it selects

a TRS service provider pursuant to this RFP, the selected offeror will remain bound by the terms of its proposal during the pendency of the protest/reconsideration process. To be considered, any protest/request for reconsideration by an offeror must be received by the Issuing Officer no later than five (5) business days following PSC selection of a TRS 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.

9.0 PROPOSAL FORMAT

9.1 Format

The offeror's proposal should be organized in the same order as that listed in the checklist form in Attachment F. 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.

9.2 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 RELAY SERVICE (TRS) AGREEMENT

THIS CONTRACT (hereinafter "Contract") is made as of the _____ day of _____, 2021 by and between the GEORGIA PUBLIC SERVICE COMMISSION, an agency of the State of Georgia, with its address at 244 Washington Street, S.W., Atlanta, Georgia, 30334-5701 (hereinafter "PSC" or "Commission"), and CONTRACTOR., corporation of the State of Georgia, (hereinafter "Contractor") (together, the "Parties").

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. §46-5-30, the General Assembly has found and declared that it is in the public interest to provide basic telecommunications services to all citizens of this state who, because of physical impairments, particularly hearing and speech impairments, cannot otherwise communicate over the telephone; and

WHEREAS, the PSC is responsible for establishing, implementing, administering, and promoting a state-wide single provider dual party relay service operating seven days per week, 24 hours per day; and contracting for the administration and operation of such relay service; and

WHEREAS, Contractor's proposal, as modified and accepted by the PSC, has prevailed as the most advantageous to the State in a competitive Request for Proposals dated November 17, 2020 (the "RFP") which solicited proposals for a statewide, single provider, Telecommunications Relay Service ("TRS"); and

WHEREAS, Contractor desires to provide a TRS system, not alone for business purposes but also in a spirit of public service, committed to the foregoing goals and the provision of telecommunication services as provided herein;

NOW, THEREFORE, for and in consideration of the 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 agrees that it will design, implement, maintain, and administer the TRS for the State of Georgia as provided in this Contract, in the RFP and the Contractor's Proposal and all attachments which shall include, but not be 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

(hereinafter the "Georgia Relay Services"). At a minimum, the Georgia Relay Services shall include the following:

1.1. continuous relay service for all Georgia exchanges at all times, 24 hours a day and 7 days a week and every day of the year;

1.2. accessibility via toll free numbers from anywhere in the United States;

1.3. pursuant to O.C.G.A. §46-5-30, basic telecommunications services as described in this Contract, the Contractor's Proposal and the RFP and all attachments, to all citizens of this state who, because of physical impairments, particularly hearing and speech impairments, cannot otherwise communicate over the telephone;

1.4. acceptance of calls from Telecommunications Devices for the Deaf ("TDD") equipped callers or callers who use other non-voice terminal devices, place such calls to hearing and voice capable individuals, and translate the electronic messages to voice messages and vice versa in order to complete the communications links;

1.5. acceptance of calls from hearing and voice-capable callers and place such calls to TDD equipped individuals or other persons who use non-voice terminal devices, translate the voice messages to electronic messages and vice versa in order to complete the communications links;

1.6. interstate relay service, funding for which will be provided by the interstate jurisdiction as mandated by the Federal Communications Commission ("FCC");

1.7. local and intrastate toll calls.;

1.8. as service enhancements, a Speech to Speech Feature and a Turbo Code Feature;

1.9. accessibility from the caller's primary location and locations other than their primary location, including "roaming" cellular telephone calls;

1.10. telecommunications access to hearing/speech-impaired persons comparable to that enjoyed by hearing/voice customers to the maximum extent possible. Contractor agrees to provide the means and technology which will enable, for example, callers to communicate on a Voice Carry Over to Voice Carry Over basis, a Hearing Carry Over to Hearing Carry Over basis and a Hearing Carry Over to Voice Carry Over basis as described below and Speech to Speech Relay Service;

1.10.1. Voice Carryover VCO - The TRS must accept calls from a voice-capable caller who is hearing-disabled and permit this caller to speak his or her own message directly to a call recipient who is hearing-capable without such transmission being processed by the relay Communications Assistant ("CA").

1.10.2. Hearing Carryover HCO - The TRS must accept calls from a hearing-capable caller who is speech-disabled and permit this caller to receive transmission directly from the other party without any intervention from the CA.

1.10.3. Speech to Speech Relay Service STS - The TRS must provide STS, which involves the use of specially trained CA who understand the speech patterns of persons with speech disabilities and can repeat the words spoken. The TRS may utilize a dedicated toll-free telephone number to access STS service.

1.11. the utilization of Automatic Number Identification (ANI) technology so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from the local exchange carrier (LEC);

1.12. the utilization of dynamic call routing techniques so that each call to TRS is routed to the first available TRS CA within the provider's network;

1.13. access for callers to local and long distance directory assistance;

1.14. an automatic error correction function to correct a CA's common typographical errors;

1.15. access to pay-per-call services (e.g., 900, 976 calls). Contractor shall not incur the charges accessed by the pay-per-call vendor. Such charges shall be billed to the calling party;

1.16. all call types listed in Section 2.12 of the RFP.

1.17. the capability to handle any type of call normally provided by common carriers; as set forth in Section 3.13(G) of the RFP

1.18. the uniform and coordinated provision of the service on a statewide basis by one telecommunications relay service provider;

1.19.1. a network configuration that meets or exceeds FCC and industry inter-exchange performance standards for circuit loss and noise;

1.20. oral and print translations by either live or automated means between hearing/speech-impaired persons who use TDD equipment, computers, or similar automated devices and those who do not have such equipment;

1.21. a policy for handling and referring Emergency calls;

1.22. fully functional Signaling System ("SS7") capability for calls within their network and possess the ability to transfer calls (with all call information) in full compliance with 47 CFR §64.601 et seq., of the FCC's Rules to achieve functional equivalence;

1.23. equipment and software capable of communicating with ASCII and Baudot format at any speed generally in use and be capable of identifying incoming TDD signals as either ASCII (American Standard Code for Information Exchange) or Baudot;

1.24. a battery and generator capability sufficient to allow the TRS to operate after a commercial power failure. Battery backup must be sufficient for one hour backup power and the generator must be able to provide uninterrupted power to ensure that the TRS will continue to operate for a minimum of 12 hours in the event of a power failure;

1.25. the ability to provide sufficient information to allow calls to be accurately billed;

1.26. the ability to switch and transmit calls from the Georgia Center, as defined in ¶3.1 below, and other relay centers;

1.27. an average daily blockage rate for all calls into the relay service of no greater than 1 call blocked out of 100 calls made (as measured by sampling the number of calls being blocked at a minimum of every 30 minutes for each 24-hour period);

1.28. the capability to terminate calls to toll free numbers that are intra-Local Access Transport Area, including free NXXs used by the LECs and intra-Local Access Transport Area 800 numbers established in the accepted proposal;

1.29. the capability to recover data and restore TRS in the event of natural or man-made disasters and providing intercept messages. Contractor must notify the PSC within 3 hours of the time of disruption, or no later than 8:30 a.m. the following morning of the next business day, when customers are unable to access Georgia Relay Services and this disruption lasts more than 30 minutes. Contractor shall provide a report explaining how the problem will be corrected, give an approximate time, and date when relay service will be in full operation and provide a written report to the PSC after the service is back in full operation; and

1.30. the allowance of access to regionally restricted 800 numbers.

2. STANDARDS AND REGULATIONS

2.1. All minimum standards and regulations relating to TRS adopted by the FCC:

- Telecommunications Relay Services - 47 CFR § 64 Subpart F
- Telecommunications Relay Services Emergency Calling Requirements - 47 CFR § 9 Subpart E
- TRS Customer Proprietary Network Information – 47 CFR § 64 Subpart EE

These requirements are hereby incorporated by reference as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP.

2.2. The underlying standard of the relay system shall be to provide users access to a telephone network which is functionally equivalent to that provided to those who are not communicatively impaired in their ability to use the telephone.

3. RELAY CENTERS

3.1. Contractor shall provide the Georgia Relay Services seven days a week, twenty-four hours a day. A relay center shall be located within the State of Georgia (hereinafter, the "Georgia Relay Center") and shall operate, at a minimum, from 7:00 AM to 8:00 PM, exclusive of weekends and holidays. On weekends and holidays and during the week between 8:00 PM and 7:00 AM, out-of-state centers may be utilized (hereinafter, collectively with Georgia Relay Center, the "Centers"). A minimum of 30% of all Georgia Relay Services traffic shall be handled through the Georgia Relay Center with dynamic call routing to be utilized.

3.2. Contractor shall operate Georgia Relay Services in accordance with the Mandatory Service Standards set forth in Section 3 of the RFP.

3.3. The Centers must be constructed and operated as provided in the Contractor's Proposal.

3.4. The Centers must be constructed and operated so that they are not accessible to the public or to unauthorized employees of Contractor.

4. FACILITIES AND EQUIPMENT

4.1. Contractor shall provide all buildings, real estate and equipment for the Centers including, but not limited to, telecommunications trunks, cables or lines to connect the relay centers, and supplies and furniture and any other facilities or miscellaneous items necessary to receive or initiate telecommunications for the purpose of operating the TRS.

4.2. Contractor shall obtain all permits, rights-of-way, clearances, licenses and any other documents necessary to be in legal compliance for operating the TRS.

4.3. Transmission circuits shall meet or exceed FCC and industry interexchange performance standards for circuit loss and noise.

5. PRIVACY OF TRS USERS

5.1. Contractor and CAs shall protect the privacy of persons to whom the TRS are provided, as required by law. *See* O.C.G.A. §46-5-30(d).

5.2. The Centers shall be constructed and operated so that no access is permitted to the public or to unauthorized employees of Contractor.

5.3. To preserve the privacy of TRS users, the TRS operations shall take place only in the Centers and CAs shall perform their relay functions only at the Centers.

5.4. The Contractor shall not maintain any form of permanent copies of messages relayed by their operators or allow the content of telephone messages to be communicated to, or accessible to, non-staff members.

5.5. Persons using TRS shall not be required to provide any personal identifying information until the party they are calling is on the line, and shall only be required to identify themselves to the extent necessary to fulfill the purpose of their call and to allow proper billing.

6. PAYMENT OF CONTRACTOR FROM RELAY EXCHANGE SURCHARGE FUNDS

6.1. The sole source of compensation to the Contractor for the Georgia Relay Services provided 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. Local exchange carriers are required to transfer all surcharge funds and any interest earned on such funds to an account administered by the PSC (the "TRS Fund").

6.2. If the TRS Fund is insufficient to pay Contractor for the Georgia Relay Services 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 non-existence or insufficiency of the TRS Fund shall be conclusive.

7. METHOD OF PAYMENT TO CONTRACTOR

7.1. The PSC shall pay Contractor for the cost of providing the Georgia Relay Services based on a single rate per minute as agreed to by the PSC and as provided in Attachment E of the Contractor's Proposal to the TRS RFP. If the Commission approves other TRS as part of Georgia Relay Services, these services will be priced separately.

7.2. Contractor shall send the PSC an invoice for the prior month's TRS in the below format and shall include the following:

7.2.1. Total Monthly Minutes of Service--reported as session time line 1.

7.2.2. Total Monthly Interstate Minutes of Service--reported as session time (to be subtracted from line 1).

7.2.3. Total Monthly International Minutes of Service -reported as session time (to be subtracted from line 1).

7.2.4. Total Monthly Interstate Directory Assistance Minutes of Service-- (to be subtracted from line 1).

7.2.5. Total Monthly Billable Minutes of Service--reported as session time-time remaining after the subtraction of: 7.2.2. – Total Monthly Interstate Minutes of Service; 7.2.3. – Total Monthly International Minutes of Service; and 7.2.4. – Total Monthly Interstate Directory Assistance Minutes of Service above.

7.2.6. Cost per Minute of Service.

7.2.7. Total Due.

7.3. Upon receipt from Contractor of an invoice showing the total minutes billed for the TRS for that month, PSC shall pay Contractor the amount of the invoice no later than twenty-five (25) days after the date of the invoice.

7.4. Any bill inserts, advertising or promotion of the TRS shall be jointly designed by Contractor and PSC for publication and distribution by the Local Exchange Carriers.

7.4.1. All publications regarding the TRS must include an explanation of the FCC Equal Access Waiver option as described in Section 3.23 of the RFP.

8. PERSONNEL AND STAFFING

8.1. Contractor shall, at a minimum, provide the following staff for Georgia Relay Services:

8.1.1. Account Manager – The Account Manager shall have the responsibility of responding to the PSC on all 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 Georgia Relay Services to the POC in an expeditious and efficient manner to avoid an 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 are identified to the PSC contract administrator.

8.1.2. 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 Services advertising/outreach activities across Georgia, each month of the year, utilizing materials prepared by both the Contractor 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.

8.2. Contractor shall provide at least one full time Operations/Location Manager for any Georgia Relay Center. This manager must devote 100% of their time to Georgia relay specific business. Time not devoted directly to Georgia Relay Services shall be approved in advance by the Commission.

8.3. 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 persons responsible for compiling such information.

8.4. Contractor shall assign adequate staffing with sufficient expertise to accomplish the objectives and to perform the services in the manner and within the time as provided in this Contract. Contractor warrants and represents that all persons assigned to the performance of jobs such as enhanced services, i.e CapTel®, etc. under this Contract, shall be employees, agents, subcontractors or other representatives of Contractor, approved by this Commission, 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.

8.5. The Contractor shall work with organizations that provide services to the hearing/speech impaired community to hire qualified CAs. The CAs shall possess the training, experience and proficiency as provided herein. Contractor shall not permit the TRS to be operated by volunteers.

8.6. 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 emergency calls. All CAs in Contractor's employ shall be regular, paid employees, agents, subcontractors or other representatives of Contractor who are trained in responding to emergency calls.

9. COMMUNICATIONS ASSISTANTS - TRAINING AND SERVICE

Communications Assistants shall:

9.1. take and pass a quantifiable, performance-based Relay Communications Assistants Proficiency Examination approved by PSC. The Examination shall include, but not be limited to, spelling, typing and correcting typing errors, dictation, procedures, American Sign Language (ASL) as it may be the written language of TDD users, deaf culture, needs of speech impaired users, ethics, confidentiality, acceptable descriptive words (*see* ¶ 9.15 below) and professional judgment;

9.2. be provided ongoing training by Contractor, not less than annually which shall include, but not be limited to, ASL gloss and deaf culture grammar, needs of speech-impaired users, and operation of telecommunications relay equipment. Training shall include both simulated and live online call handling;

9.2.1. Appropriate portions of in-service training for CAs shall be provided by experts from the deaf and speech-impaired community in the fields of language interpreting, ASL and deaf culture and speech-impairment. Alternatively, the provider must demonstrate that such expertise exists on staff;

9.3. be monitored with sufficient frequency to ensure that the required proficiency is consistently maintained;

9.4. be required to pass a typing skills test of a minimum of 60 words per minute and possess skills in English grammar at no less than a 12th grade level;

9.5. be able to convey the full context of the communications they translate, using language most readily understood by the person receiving the information;

9.6. be available to accept calls in English and the written syntax (speech idioms) of American Sign Language;

9.7. upon request of the originating caller, attempt to complete calls three (3) times consecutively when a busy signal is received;

9.8. stay on the line and carefully supervise all TRS calls and disconnect promptly at the end of each call. If necessary to process a complaint or compliment, the call will be transferred to customer service;

9.9. be prepared to receive emergency calls from any TDD user and handle same expeditiously and effectively;

9.10. comply with all provisions of Georgia law and federal law;

9.11. maintain the confidentiality of all telephone messages from the TRS as provided herein, in Section 4.29 of the RFP, Contractor's Policies and Procedures Manual and in the pledge of confidentiality signed by the CA;

9.12. not volunteer the carrier of choice option to the user but, if asked, describe the option to the user;

9.13. keep the TRS user informed regarding the status of a call, i.e. dialing, ringing, busy, disconnect, recording, fax sound or on hold;

9.14. relay all comments the CA makes to both parties;

9.15. relay, to the best of their ability, the TRS user's tone of voice using descriptive words, not judgmental descriptions, i.e. use yelling, crying, loud, etc., not angry, rude, mad. Contractor shall maintain a list of acceptable words to use which has been approved by the PSC;

9.16. use a conversational, professional tone of voice;

9.17. use assigned identification number, which identifies the CA's gender, when answering a TRS call. The user has the option of asking for a CA of different gender;

9.18. to the extent possible, identify whether the non-TDD relay user is male or female by using "(M)" or "(F)" at the beginning of the call, to the extent possible;

9.19. identify background noise to TDD relay users;

9.20. indicate to the TDD relay user if another person (hearing) comes on the line;

9.21. if, upon inquiry by the CA, the non-TDD called party has not used the TRS before, the CA will explain how the service operates and notify the TDD relay caller, using parentheses to indicate that the TRS is being explained;

9.22. relay in the third person if the caller uses third person. The CA will not intervene and will not ask one party to address the other party directly;

9.23. inform both parties of any change of CAs during a call;

9.24. type in parentheses all contents of a relay call that are not part of the relay user's conversation;

9.25. verify spelling of proper nouns, numbers, and addresses that are spoken;

9.26. leave messages on, and retrieve messages from, answering machines or other voice processing systems as follows:

9.26.1. inform the caller when an answering machine has been reached and transmit to the caller the content of the outgoing message.

9.26.2. leave the caller's full message, either by voice or TDD.

9.26.3. confirm to the caller that the message has been left.

9.26.4. charge the caller only for the initial call regardless of the number of redials required to capture the full outgoing message and leave a message; and

9.27. handle problems regarding obscenity directed at the CA as provided in the Communications Assistant Policies and Procedures Manual.

10. COMMUNICATIONS ASSISTANTS SHALL NOT:

10.1. counsel, advise or interject personal opinions or additional information into any communication;

10.2. leave messages with third parties unless instructed to do so by the person making the call;

10.3. intentionally alter a relayed conversation;

10.4. refuse calls or limit the length of calls; or

10.5. refuse single or sequential calls or limit the length of calls utilizing relay services.

11. DEFAULT

Should Contractor at any time refuse or neglect to supply adequate and competent supervision, sufficiently and properly skilled personnel, or equipment and materials of the proper quality or quantity or fail to provide in a timely fashion the services required by the Contract, PSC may (in addition to any other contractual, legal or equitable remedies) proceed to take any one or more of the following actions after five (5) days written notice to Contractor:

11.1. require the Contractor to deposit in the TRS Fund the sum of $25,000 per day for every day service beyond 00:01 AM on April 1, 2016 is not provided.

11.2. withhold monies in the amount of liquidated damages from the monthly payment to the Contractor until all liquidated damages are paid. Such action shall only occur upon order of the Commission.

12. TRS CALL SERVICE REQUIREMENTS

12.1. Under normal conditions, no more than one call per hundred (1/100) shall receive a busy signal when calling a relay center.

12.2. After reaching the Center, eighty-five percent (85%) of all calls shall be answered within 10 seconds except during an external network failure.. After reaching the Center, ninety-seven percent (97%) of all calls shall be answered within 30 seconds.

12.3. No more than 30 seconds shall elapse between the receipt of dialing information and actual dialing of the number. Answer time shall be measured by sampling the average answer time at a minimum of 30 minutes for each 24-hour period.

12.4. No call to the relay service will be answered by a recorded message, for voice or TDD, except as provided in Section 3.32. *Intercept Message* of the RFP. Only a continuous ringing or fast busy signal will be used.

13. 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 Georgia Relay Services under this Contract will be employees, agents, subcontractors or other representatives of Contractor. Neither Contractor nor any of Contractor agents, servants, employees, subcontractors or suppliers 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 Contractor and the PSC, nor does it render the PSC liable as partner, co-venturer, agent or principal.

14. ADVERTISING/OUTREACH

14.1. Contractor shall provide, at a minimum, an outreach, and advertising program consistent with Section 3.16 of the RFP, Advertising/Outreach.

15. CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

15.1. 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.

15.2. Power and 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.

15.3. 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, nor 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.

15.4. 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.

15.5. 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 PSC and will be obtained before time for performance.

15.6. Capabilities. Contractor has the facilities, equipment, authorizations, and ability to perform this Contract.

15.7. Legal Matters. There is no pending or known potential claim, planned action or other event of any nature that could individually or in 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.

15.8. Compliance with All Laws.

16.8.1. Contractor is in material compliance, and will remain so, as to with all federal, state, and local laws, regulations, ordinances, and administrative orders, including, but not limited to, the American with Disabilities Act, the failure to comply with which could materially impair Contractor's ability to perform this Contract.

16.8.2. 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.

15.9. Truth and Correctness. Contractor has not omitted to tell, and will not fail to tell, the PSC 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.

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

15.11. 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.

15.12. Contractor 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 services under this Contract.

15.13. Contractor warrants that all persons assigned to perform services under this Contract will be employees, agents, subcontractors or other representatives of Contractor.

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

15.15. Contractor warrants that it will comply fully with all the applicable provisions of law, including, but not limited to, the American with Disabilities Act.

16. INDEMNITY AND INSURANCE

16.1. Contractor agrees to indemnify, protect and hold harmless the "Indemnitees" (defined below) from all Loss or Expense 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 Losses or Expenses from breach of copyright, patent, trademark, license or other claim based on property of another and arising in connection with Contractor's work.

16.2. For purposes of this indemnification:

16.2.1. "Indemnities" means the Public Service Commission, the "State of Georgia," all departments and 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 State of Georgia Department of Administrative Services ("DOAS") established for their protection.

16.2.2. "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.

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

16.2.4. 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 Broad 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 DOAS.

16.2.5. 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.

16.3. 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 any Loss or Expense indemnified or insured under this Contract. Any settlement of litigation on behalf of the PSC or State must be expressly approved by the Attorney General.

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

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

16.4.2. Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance on a form acceptable to 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 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 Aggregate per Occurrence

[These are Tort Claims Act limits.]

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

16.5.1. The policy shall name the Indemnitees as additional insureds, but only with respect to claims that arise out of Contractor's negligence in performing the work or the additional insureds' 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.

16.5.2. The coverage extended to the additional insureds 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.

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

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

16.6.1. Name and address of authorized agent
16.6.2. Name and address of insured
16.6.3. Name of insurers
16.6.4. Description of policies
16.6.5. Policy Number(s)
16.6.6. Policy Period(s)
16.6.7. Limits of liability
16.6.8. Name and address of Owner as certificate holder
16.6.9. Signature of authorized agent
16.6.10.Telephone number of authorized agent
16.6.11.Promise to notify State before canceling or non-renewal

17. 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 and should be read in pari materia. In the event of a conflict between any of the contract documents, the order of precedence is as follows: (a) this Contract document, (b) the RFP, and (c) the Contractor's Proposal.

18. ADVISORY COUNCIL

An Advisory Council has been established by the Commission to specifically provide for consumer input to the Contractor on the issues of training, outreach and customer service. The Council is comprised of representatives of the hearing/speech impaired community, Georgia Telephone Association, the Contractor and the Georgia Public Service Commission. Community input is critical to ensure that service improvement ideas are shared and customer needs are known. The Contractor shall be responsive to the Advisory Council's input and advice on the issues of training, outreach and customer

service. The Advisory Council meets at least quarterly at locations in the Metro Atlanta area. The Contractor's representative is expected to be at all Advisory Council meetings, which are noticed well ahead of meeting dates. The Contractor shall designate its Account Manager, Outreach/Education Manager or Operation/Location Manager (if an in-state center exists) as its continuing representatives on the Advisory Council. The Contractor will be expected to review Georgia Relay Services operations results at each meeting and respond to questions concerning the information contained in these reports. The Contractor shall not be compensated for participation in the Advisory Council.

19. REPORTS, MAINTENANCE OF RECORDS AND AUDIT RIGHTS

19.1. Contractor shall maintain records of relay service operations for a period of 5 years and permit the PSC to review and determine the results of the TRS. Contractor shall furnish the PSC with a monthly summary of relay service operations, including but not limited to traffic studies and other reports required in Sections 5.2 and 5.3 of the RFP.

19.2. 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 TRS.

20. LIQUIDATED DAMAGES

Contractor's failure to provide the TRS beginning at 00:01 AM on April 1, 2021 as set forth herein shall be considered a material breach of this Contract and shall result in the imposition of liquidated damages as follows:

20.1. Contractor is required to deposit in the TRS Fund the sum of $25,000 per day for failure to provide TRS for every day service is delayed.

20.2. Contractor shall pay $5,000 for each incident of failure to meet answer time, blockage rate or transmission level requirement.

20.3. Contractor shall pay $1,000 for each time it fails to meet the complaint resolution requirement.

20.4. Contractor shall pay $1000 for each time it fails to provide summaries and reports.

20.5. Contractor shall pay $25,000 for failure to provide Uninterruptible Power System as defined in Section 3.30 of the RFP.

20.6. Liquidated damages shall be paid in the manner stated in Section 6.2 of the RFP.

21. TERM AND TERMINATION

21.1. 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 TRS performed prior to termination.

21.2. This Contract shall commence on April 1, 2021 and shall terminate at 12:00 PM, March 31, 2024 unless PSC renews the Contract as provided in Section 21.3 below.

21.3. If the PSC desires to renew this contract, it may do so for one additional 2-year period, subject to the agreement of both parties.

21.4. Renewal of this Contract in writing must be executed prior to April 1, 2023 and such renewal will be legally effective to extend for 2 years the terms and conditions of this Contract until the expiration of the renewal period; except that the Payment may be modified, if necessary, in writing to reflect mutually agreeable payment terms.

22. 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.

23. NOTICES

Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall be 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
244 Washington Street, SW
Atlanta, Georgia 30334-5701
Telephone Number: (404) 656-0995
Facsimile Number: (404) 656-0980
ATTN: Tonika Starks, TRS Coordinator, Utilities Division

Contractor
XXXX Corp
XXXX
XXXX
XXXX
XXXX, XX XXXXX
Telephone Number:
Facsimile Number:
Attention:

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.

24. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS

24.1. 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 in 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.

24.2. Contractor warrants that it is in material compliance, and will remain so, as to 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.

24.3. 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.

25. CONFIDENTIALITY.

25.1. Open Records - Except as otherwise provided by law, records of the Public Service Commission are public records subject to disclosure under Georgia Open Records Act, O.C.G.A. §§50-18-70 *et seq*. If Contractor believes any record or information it submits to the PSC is exempt from disclosure, it must so clearly mark and identify the material when tendering it, with a written explanation, and must comply with the requirements of the Open Records Act with respect to any such submission. 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.

26. MISCELLANEOUS

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

26.2. 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.

26.3. 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 PSC's right to enforce this Contract with respect to any subsequent breach of the same or any other provision contained in this Contract.

26.4. 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.

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

26.6. Time of the Essence; Force Majeure - Time is of the essence in the performance of 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.

26.7. 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.

26.8. 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.

26.9. Power and 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.

26.10. 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, nor 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.

26.11. 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.

26.12. 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 PSC and will be obtained before time for performance.

26.13. 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.

26.14. Legal Matters - There is no pending or known potential claim, planned action or other event of any nature that could individually or in 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.

26.15. Truth and Correctness - Contractor has not omitted to tell, and will not fail to tell, the PSC 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.

26.16 Providing Reports 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.

26.17 Treatment of TRS Customer Information (Required by Federal Communication Commission CC Docket No. 98-67 Report and Order and Further Notice of Proposed Rulemaking Adopted February 17, 2000; Released March 6, 2000; § 64.604 C7, Treatment of TRS Customer Information, pages 77-78

26.17.1. In the event there is no extension to this Contract beyond March 31, 2019 which is the expiration date of the 36 month Contract period,

(Hereinafter "Expiration Date"), then Contractor shall, no later 60 days prior to the Expiration Date transfer to the incoming TRS service provider all TRS customer profile data (hereinafter "Data"). Failure of the Contractor to disclose the Data to the incoming TRS service provider will constitute a breach of this Contract.

26.17.2. The Data is not to be used by Contractor for any purpose other than to connect the TRS user with the parties called by the TRS user.

26.17.3. Contractor is responsible for the confidentiality of the Data and is prohibited from selling, distributing, sharing, or revealing in any way the Data, unless Contractor is compelled to do so by a lawful order.

26.17.4 In the event the Contract is extended as permitted in paragraph 22, then this provision applies with full force to any extended Expiration Date.

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

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

26.20. 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.

XXXX Corp.

BY:_____
Name and Title

GEORGIA PUBLIC SERVICE COMMISSION

BY:_____
Chuck Eaton
Chairman

Attachment B

Performance Bond Form
Section 2.3

Attachment C

Customer Reference
Section 2.6

Customer Reference #1

1. Name of Customer:

2. Contact name, title, organization (if applicable), and Telephone Number of Customer

3. Inclusive Dates Service was provided to Customer:

Customer Reference #2

1. Name of Customer:

2. Contact name, title, organization (if applicable), and Telephone Number of Customer

3. Inclusive Dates Service was provided to Customer:

Customer Reference #3

1. Name of Customer:

2. Contact name, title, organization (if applicable), and Telephone Number of Customer

3. Inclusive Dates Service was provided to Customer:

Attachment D

Traffic Data
Section 2.8

Georgia Relay, Intrastate Session Minutes

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
TRS	6,708.69	7,424.46	6,646.81	7,123.40	5,892.10	7,154.84	6,091.94	6,376.88	9,308.80	6,758.56	6,066.54	5,920.53
STS	164.13	140.72	167.59	330.62	169.18	153.96	117.77	63.75	156.52	155.08	145.94	122.24
CTS	20,201.02	20,651.74	20,059.61	22,245.18	20,652.69	22,960.49	22,008.85	20,393.39	18,728.46	20,245.22	16,429.23	14,880.47

Attachment E

Price Quotation
Section 2.10