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Georgia Public Service Commission

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(800) 282-5813

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

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REQUEST FOR PROPOSALS FOR
AUDIBLE UNIVERSAL INFORMATION ACCESS SERVICE (AUIAS)
PROVIDER FOR THE STATE OF GEORGIA

PROPOSALS OPENED: 4:00 P.M. March 5, 2024
INSTRUCTIONS

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

PROPOSAL OF:

Company Name:

Contact Name:

Address:

Telephone:

Fax:

Email:

SUBMIT PROPOSAL TO:

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

PROPOSAL MAILED

CARRIER USED::_____

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL CAUSE REJECTION OF YOUR PROPOSAL.

State of Georgia

Public Service Commission

PROPOSAL

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

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

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

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 Company Name

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder must sign and return with proposal)

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

Authorized Signature

Date

Print/Type Name

Print/Type Company Name

1.0 GENERAL

1.1 Introduction

Pursuant to the provisions of O.C.G.A. §46-5-30, the Georgia Public Service Commission ("GPSC") is requesting proposals for an Audible Universal Information Access Service ("AUIAS") 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 criteria set forth in the Request for Proposals ("RFP"). Subsequent to the opening of the sealed proposals, discussions may be conducted by the GPSC 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 GPSC 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) 656-0995
Email: tstarks@psc.ga.gov

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

1.2 Background

This document is an RFP by the GPSC for a provider to administer and operate a statewide AUIAS. The RFP is issued pursuant to the requirements of O.C.G.A. §46-

5-30, which requires the GPSC to establish, implement, administer and promote such a system in Georgia.

1.3 Procurement Timetable

The following timetable is anticipated for this RFP.

RFP Issued:March 5, 2024

Submission of written questions: March 19, 2024 (Sect. 1.14)

Proposal Due:April 24, 2024 4:00 P.M.

Proposal Award:May 7, 2024

AUIAS Provider Commence Operations:12:00:00 A.M., June 1, 2024

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 GPSC Staff

From the issue date of this RFP until a provider is selected and the selection is announced, offerors are not allowed to communicate for any reason with any GPSC staff member concerning this RFP except through the Issuing Officer named herein, or as provided by existing work agreement(s). For violations of this provision, the State shall reserve the right to reject the proposal of the offending offeror.

1.5 RFP Amendments

The GPSC reserves the right to amend the RFP prior to the deadline for proposal submission, April 24, 2024. Amendments will be sent to all offerors who originally received a copy of the RFP. If an amendment will impact the timeline contained in Section 1.3 of the RFP, all offerors will be promptly provided information concerning any timeline revisions.

1.6 Proposal Withdrawal

A written 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 Issuing Officer named herein. Any such request must be signed by a person authorized to sign for the offeror.

1.7 Cost for Preparing Proposals

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

1.8 Contract Term

The offeror understands and accepts that the contract will be a two-party contract between the offeror and the GPSC. The contract term shall commence on June 1, 2024, and shall terminate 36 months from that date, May 31, 2027, except that the GPSC shall have the option to renew the contract for one additional 24-month period. Any contract renewal for this additional period must be executed prior to May 31, 2026.

1.9 Contract

A sample contract is included as Attachment A to this RFP.

The offeror understands that the GPSC reserves the right to negotiate with the successful offeror regarding the language of the contract, provided that no changes are made which, in the sole discretion of the GPSC, affect the evaluation criteria set forth in the RFP, or give the successful offeror a competitive advantage. The offeror understands that, prior to the award, the apparent winning offeror will be required to enter into discussions with the GPSC to resolve any contractual differences before an award is made. These matters are to be resolved within one (1) week of notification; if not, this could lead to rejection of the offeror's proposal. No exception to the contract will be deemed to have been accepted by the GPSC unless the exception language is incorporated by reference into the final executed contract.

1.10 Format for Responses

Proposals should correspond with and satisfy the requirements set forth in this RFP. The offeror must submit four (4) copies of its final proposal to the GPSC.

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 GPSC to discuss the specifics of the proposal in greater detail.

1.12 Confidentiality of Proposals

The GPSC shall protect the confidentiality of proprietary information contained in offerors' proposals to the extent possible under Georgia Law and the GPSC's "Trade Secret" Rule 515-3-1-.11. **Such information should be clearly marked as Confidential on a page-by-page basis, as appropriate.** The offeror must include a statement that sets out the reasons for offeror confidentiality requests and provides a list of all proposal pages that contain confidential information. In order to facilitate dissemination and review of proposals by GPSC personnel assigned to 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 GPSC and may be returned at the option of the GPSC. One copy shall be retained by the GPSC for official files.

1.14 Questions about the RFP

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

Tonika Starks
Utilities Regulatory Specialist, Utilities Division
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
Telephone: (404) 657-4990/Fax (770) 408-3606
Email: tstarks@psc.ga.gov

The deadline for the submission of these questions is 4:00 PM EDT, March 19, 2024. 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 GPSC deems that it is in its best interest to work with offerors that have proven capabilities with a well-established record of success in the provision of audible universal information access services.

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 GPSC to evaluate the offeror's ability to provide the AUIAS.

2.2 Proposal Guaranty

No Proposal Guaranty will be required from offerors.

2.3 Bonds

No performance bonds will be required from offerors.

2.4 Financial History

The GPSC 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; and opinion concerning financial statements from a CPA.
- (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 as part of this proposal.

2.6 Customer References

The offeror must provide the names of three (3) customer references, including a specific contact name and phone number of any entity to whom the provider has ever provided the bid service or a similar service. See Attachment B, Customer

Reference.

The GPSC reserves the right to request additional references and information if needed for evaluation purposes.

2.7 Personnel

The successful offeror shall not knowingly engage in employment of, on any basis, any GPSC 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 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 GPSC at the time of RFP preparation.

Descriptions included in service specifications are not intended to limit any offeror to specific trade names for services or equipment.

2.9 Plan for Service Start-Up

The bid must include a detailed plan for implementing the AUIAS service in Georgia on June 1, 2024. The plan should describe how the transition from the existing AUIAS provider to the new contractor would be accomplished. The plan shall allow adequate time to notify and educate AUIAS users about the change and include a timeline that sets forth critical dates for major steps in the implementation process from contract award date to start date. There will be no separate payment to the contractor for costs associated with the start-up phase. The contractor should include start-up costs when calculating the prices submitted in the Price Quotation, Attachment C.

3.0 SCOPE OF SERVICES

3.1 General

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

3.2 Methodology of the Service

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

Applicants are considered eligible by the offeror if any of the following apply:

- (a) The applicant is registered with a state or private rehabilitation agency for the blind or disabled, which can verify that the applicant is not able to use print newspapers.
- (b) The applicant is enrolled in a public school special education program for the blind or state residential school for the blind or disabled.
- (c) The applicant is registered with a cooperating regional library under the program of the National Library Service for the Blind and Physically Handicapped, Library of Congress.
- (d) The applicant can provide a letter, certifying that the applicant is blind or unable to read newsprint, from one of the following: medical doctor, Social Security Insurance representative, president of a local chapter or state affiliate of the offeror, or a teacher or counselor of the visually impaired or disabled.

Applicants are informed by mail as to whether their application has been approved. This letter will be generated and sent by the local staff in Georgia. The offeror employs a centralized, Internet-based database portal, which the local Georgia staff will use to enter, modify, and track user information, as well as to generate user reports and control the content of the "local information channel. "

3.3 Expansion of Content Access

Offers shall also demonstrate the capability of expanding service in response to increasing demand. Offerors shall develop and illustrate in their proposals a detailed plan of how this expansion will be accomplished. The above plan shall be able to maintain all standards listed in this RFP.

3.4 Convenience and Ease of Use

Offeror will determine how users qualify and will provide access for AUIAS service.

3.5 Complaint Resolution

The offeror acknowledges that both the AUIAS provider and GPSC shall entertain complaints regarding the provision of AUIAS. It is understood that, if the offeror receives such a complaint, it will record the following information:

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

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

The offeror further agrees to provide subscribers with a means to file service quality complaints, to offer suggestions, and to make general inquiries regarding the service. The offeror will accept and respond to complaints received by regular mail, e-mail, fax, and telephone within ten business days.

The offeror will display a toll-free customer service telephone number on all its brochures and educational materials, and will include an address, fax number, and e-mail address as well, pursuant to Section 3.5 of the RFP. The materials will also include the GPSC's public intrastate 800-voice phone number. The offeror will employ all reasonable means available to resolve each complaint. In the event that a complaint cannot be resolved by the offeror, it will refer the complaint to the GPSC's Point of Contact (Tonika Starks). The offeror will maintain a log of consumer complaints, containing, at a minimum, the date of the complaint, the nature of the complaint, the date of resolution, and an explanation of the resolution.

3.6 Advertising/Outreach

The offeror agrees to obtain the approval of the GPSC Staff for any advertising program carried out in the state of Georgia. The offeror further acknowledges that the cost of the advertising and outreach program is contained in the total specified cost of the program.

The offeror will work with the GPSC Staff in developing outreach materials and programs to ensure that these materials are consistent with program goals. The offeror acknowledges that all publicity materials shall be reviewed by the GPSC Staff prior to distribution, and that the GPSC Staff reserves the right to pre-

approve any outreach material produced, and to require the offeror, at its own expense, to correct any erroneous or inaccurate outreach material produced without the GPSC Staff's approval.

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

3.7 Consumer Input

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

3.8 AUIAS Minimum Staffing Requirements

The offeror agrees to provide an Account Manager and Outreach/Education Manager, as specified in Section 3.8 of the RFP, with all of the specific duties listed in that section.

3.9 Service Demand and Capacity

The offeror shall be fully able to meet current demand and address changing demands for service.

3.10 Quality of Service Standards

The offeror will provide continuous Audible Universal Information Access Service to all Georgia telephone exchanges at all times, twenty-four hours a day, seven days a week, fifty-two weeks a year; the AUIAS shall be accessible via a toll-free or local number from anywhere in the state. The system will also be accessible, through either a local or toll-free number, to subscribers who are traveling elsewhere in the United States.

4.0 MANDATORY REPORTING REQUIREMENTS

The offeror will provide all reports in both narrative and graphic format. The reporting media will be hard copy and electronic format for all reports.

4.1 Invoicing

The offeror will provide, to the GPSC, an invoice by the 15th calendar day following the month of service. The invoice will include all fees and charges for the provision of services during the month covered by the invoice.

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

4.2 Traffic Reports

The offeror will submit a monthly operations report, due by the 15th calendar day following the month of service. The report shall include the following information:

- (a) Total number of calls received by offeror in Georgia for the month of service
- (b) Total number of minutes delivered by offeror in Georgia for the month of service
- (c) Statistics regarding how users of the system became aware of offeror when available

4.3 Other Reporting Requirements

The offeror will provide reports in narrative and graphic format; the report media shall be hard copy format for each applicable report.

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

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

5.0 COST SUBMISSION AND FINANCIAL ITEMS

5.1 AUIAS Cost

- A. The offeror must quote its lowest and final offer concerning rates for the AUIAS in the Price Quotation, Attachment C.
- B. This price quotation will be used throughout the term of the contract. All costs, including but not limited to, initial start-up costs and return on investment, have been included in this quotation.

C. The bid cost shall be the sole mechanism by which the offeror will be compensated.

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

The offeror acknowledges that commercial operation of the Georgia AUIAS must begin by 12:00:00 a.m. on June 1, 2024, and that offeror's timely performance is of the essence in the Agreement.

5.3 Liability Protection

The proposal must contain evidence of adequate protection against claims of liability, with coverage of up to \$10 million per occurrence. Additionally, neither the GPSC nor the provider of the AUIAS service nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees of the provider of the AUIAS 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.

5.4 Transfer to New Provider

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

6.0 ADDITIONAL INFORMATION

6.1 Advisory Group

An Advisory Council has been established by the GPSC to specifically provide for consumer input to the Georgia AUIAS service provider on the issues of training, outreach, and customer service, as specified in Section 6.1 of the RFP. The offeror will be responsive to the Advisory Group's input on the issues of outreach and service quality. The offeror will designate a representative (either the Account Manager or Outreach/Education Manager) to attend each Advisory Group meeting, and to review the results of Georgia AUIAS operations 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 Group.

6.2 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 offeror will post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this clause.

6.3 Additional Information and Comments

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

7.0 PROPOSAL EVALUATION

7.1 Selection Process

On May 7, 2024, the GPSC shall select an AUIAS service provider to assume these duties, effective June 1, 2024. The contract will be awarded in writing to the offeror whose proposal is most advantageous to the state, according to the criteria specified in the RFP.

7.2 Evaluation Criteria

Failure by the bidder to demonstrate its ability to meet the Scope of Services requirements in Section 3.0 of this RFP will result in immediate disqualification. The GPSC shall use its own judgment to select a vendor based on the record as a whole and its own assessment of which of the submitted, qualified proposals is the most advantageous to the state taking into considering: price; the interests of the visually impaired and the speech impaired community in having access to a high-quality, technologically-advanced telecommunications system; and all other factors identified in this RFP.

7.3 Oral Presentations

An optional oral presentation shall be scheduled for each offeror to assist the GPSC in the application of the above selection criteria. Each presentation should not exceed one hour in length.

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

7.4 GPSC Rights Reserved

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

proposal. This RFP shall not give any right to any offeror for any indemnification claims.

7.5 Protests/Request for Reconsideration

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

Any such protest/request will be submitted by mail, according to the guidelines given in Section 7.5 of the RFP.

8.0 PROPOSAL FORMAT

8.1 Format

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

8.1 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 AUDIBLE UNIVERSAL INFORMATION ACCESS SERVICE (AUIAS) AGREEMENT

THIS CONTRACT (hereinafter "Contract") is made as of the _____ day of _____, 2024 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 "GPSC"), and _____, a corporation with an office at _____ (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 take advantage of innovative technological uses of basic telecommunications services to allow for universal access to information by blind and otherwise print disabled citizens of this state; and

WHEREAS, the GPSC is responsible for establishing, implementing, administering, and promoting a state-wide Audible Universal Information Access Service ("AUIAS") operating 24 hours a day, 7 days a week, 52 weeks a year; and contracting for the administration and operation of such information access service; and

WHEREAS, Contractor's proposal, as modified and accepted by the GPSC, has prevailed as the most advantageous to the State in a comprehensive Request for Proposals dated March 5, 2024 (the "RFP") which solicited proposals for a statewide Audible Universal Information Access Service; and

WHEREAS, Contractor desires to provide an AUIAS system, not solely for business purposes but also in the spirit of public service, committed to the foregoing goals and the provision of information access 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 GPSC and the Contractor agree as follows:

1. SPECIFICATIONS, SERVICES, AND SCOPE OF CAPABILITIES

Contractor agrees that it will design, implement, promote, maintain, administer and operate the Audible Universal Information Access Service 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. At a minimum, the AUIAS shall include the following:

- 1.1 provide continuous audible universal information access service to all Georgia exchanges at all times, 24 hours a day, 7 days a week, 52 weeks a year;
- 1.2 be accessible via a toll free or local number from anywhere in the state;
- 1.3 pursuant to O.C.G.A. §46-5-30, provide information access 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 blind and print disabled, cannot otherwise obtain universal access to information;
- 1.4 in the case of a system employing a synthetic voice, subscribers shall be able to adjust the pitch, speed and volume of the synthetic voice;
- 1.5 in the event that a proposed system utilizes an audible menu for the purpose of selecting preferred material to be accessed, this menu shall be intuitive and easily understood; and
- 1.6 be accessible from the caller's primary location and locations other than their primary location, including "roaming" cellular telephone calls.

2. PAYMENT OF CONTRACTOR FROM RELAY EXCHANGE SURCHARGE FUNDS

- 2.1 The sole source of compensation to the Contractor for AUIAS services under this Contract is from a surcharge imposed by O.C.G.A. §46-5-30 and implemented by the GPSC on all residential and business local exchange access lines in the state. Local exchange carriers are required to transfer all surcharge funds and any interest earned on such funds to an account administered by the GPSC (the "TRS Fund").
- 2.2 If the TRS Fund is insufficient to pay Contractor for the AUIAS service or if the TRS Fund no longer exists, the Contract shall terminate without further obligation on the part of the GPSC, the State of Georgia or any of its officers, funds, agencies or instrumentalities as of that moment. The determination of the GPSC as to the non-existence or insufficiency of the TRS Fund shall be conclusive.

3. METHOD OF PAYMENT TO CONTRACTOR

- 3.1 The GPSC shall pay Contractor for the cost of providing the AUIAS service based on the bid cost as agreed to by the GPSC and as provided in Attachment C of the Contractor's Proposal to the RFP.
- 3.2 Contractor shall send the GPSC an invoice for the prior month's AUIAS service by the 15th calendar day of the month following the month of service and shall include all fees and charges for the provision of the service. A traffic report containing the following information shall also be included with the above referenced invoice:

- 3.2.1 Total number of calls received by the Georgia AUIAS for the month of service.
 - 3.2.2 Total number of minutes delivered by the Georgia AUIAS for the month of service.
 - 3.2.3 Statistics regarding how users of the service became aware of this service, when available.
- 3.3 Upon receipt from Contractor of an invoice for that month, GPSC shall pay Contractor the amount of the invoice no later than twenty-five (25) days of receipt of the invoice, provided that the invoice is sufficiently supported with documentation.

4. PERSONNEL AND STAFFING

- 4.1 Contractor shall provide the following minimum Georgia AUIAS staffing:
- 4.1.1 Account Manager — The Account Manager shall have the responsibility of responding to the GPSC on all contract issues and act as a point of contact (POC) between the GPSC contract administrator and the Contractor. Information requested by the GPSC is to be provided by all of the Contractor's departments that support any area of the Georgia AUIAS to the POC in an expeditious and efficient manner to avoid an escalation of problems. All information provided to the GPSC 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 GPSC are identified to the GPSC contract administrator.
 - 4.1.2 Outreach/Education Manager — The Outreach/Education Manager will work closely with the GPSC contract administrator. This person shall be available to carry out Georgia AUIAS advertising/outreach activities across the state, each month of the year, utilizing materials prepared by both the service provider and the advertising agency selected by the GPSC.

5. 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, the GPSC 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:

- 5.1 require the Contractor to deposit in the TRS Fund the sum of \$1,000 per day for every day service beyond 12:00:00 AM on June 1, 2024 is not provided;

- 5.2 withhold or deduct monies in the amount of accrued, 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.
- 5.3 coincident with the printed distribution of each edition of each publication on the system during the time of this contract, the service provider shall endeavor in good faith to make available electronic news text as received from publishers in accordance with high standards for format and delivery of such material to all eligible subscribers. As the receipt of news content is contingent on the publisher sending the material on time to the service provider, and outside the control of the service provider, the availability of individual news text will not be considered a failure of the entire system, unless the omission of such text is the result of a failure of the AUIAS and not the result of a delayed, failed or partial transmission from the publisher.

6. INDEPENDENT CONTRACTOR

In its relationship with the GPSC and for purposes of performing this Contract, Contractor will be an independent contractor. Contractor will therefore be responsible for compliance with all laws, rules and regulations involving this Contract, its employees and any subcontractors. Without limitation, such responsibility will include employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, payment of wages and withholding taxes. Contractor warrants that all persons to be assigned to perform Services under this Contract will be employees, agents, subcontractors or other representatives of Contractor. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the GPSC. This Contract does not create a partnership, joint venture, agency or association between Contractor and the GPSC, nor does it render the GPSC liable as partner, co-venturer, agent or principal.

7. ADVERTISING/OUTREACH

- 7.1 Contractor shall provide, at a minimum, an outreach and advertising program consistent with Section 3.6 of the RFP, Advertising/Outreach.

8. CONTRACTOR REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- 8.1 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.

- 8.2 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 the 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.
- 8.3 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.
- 8.4 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 of performance. No event has occurred with respect to any such license or permission that could cause its revocation or termination.
- 8.5 Consents. No third party act is required to enable Contractor to enter into this Contract or to perform it or, if so, such consent has been revealed in writing to the Public Service Commission and will be obtained before time for performance.
- 8.6 Capabilities. Contractor has the facilities, equipment, authorizations, and ability to perform this Contract.
- 8.7 Legal Matters. There is no pending or known potential claim, planned action or other event of any nature that could individually or together materially impair Contractor's ability to perform this Contract. Without limiting the generality of this representation, Contractor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not presently contemplate filing any bankruptcy petition, and is not aware that any person plans to file an involuntary petition in bankruptcy against it.
- 8.8 Compliance with All Laws.
- 8.8.1 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 Americans with Disabilities Act, the failure to comply with which could materially impair Contractor's ability to perform this Contract.
- 8.8.2 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.
- 8.9 Truth and Correctness. Contractor has not omitted to tell, and will not fail to tell, the GPSC any material fact, which becomes materially pertinent to

Contractor's continued performance of this agreement or is necessary to make Contractor's statements contained herein not misleading.

- 8.10 Survival of Representations and Warranties. The representations and warranties made above will survive the early termination or the expiration of this Contract.
- 8.11 Contractor hereby warrants that it will immediately report to the GPSC any formal action taken against it by any governmental or self-regulatory agency or organization.
- 8.12 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 performances of services under this Contract.
- 8.13 Contractor warrants that all persons assigned to perform services under this Contract will be employees, agents, subcontractors or other representatives of Contractor.
- 8.14 Contractor warrants that all work performed shall be performed in accordance with the specifications of this Contract.
- 8.15 Contractor warrants that it will comply fully with all the applicable provisions of law, including, but not limited to, the Americans with Disabilities Act.

9. INDEMNITY AND INSURANCE

- 9.1 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.
- 9.2 For purposes of this indemnification,
 - 9.2.1 "Indemnitees" means the GPSC, 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.
 - 9.2.2 "Contractor" includes Contractor and its successors and assigns. In the clause, "caused, in whole or in part, by any act or omission of Contractor," "Contractor" also includes all subcontractors, all others acting on Contractor's behalf, and their officers and employees.
 - 9.2.3 "Loss or Expense" shall also include, (without limitation) the cost of legal representation and all other costs and expenses of defense.

- 9.2.4 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.
- 9.2.5 This indemnification applies even if a tort of an Indemnatee is partially responsible for the situation giving rise to the claim, but not if a tort of an Indemnatee is solely responsible. However, this indemnification does not require Contractor to protect the Indemnatee for matters beyond the scope of the Contract. Nor does this indemnification extend to claims by Contractor against the GPSC for breach or default under the Contract.
- 9.3 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 regards to any Loss or Expense indemnified or insured under this Contract. Any settlement of litigation on behalf of the GPSC or the State must be expressly approved by the Attorney General.
- 9.4 Before commencing work, for the term of the Contract, Contractor will procure and maintain the insurance required below at Contractor's own expense.
- 9.4.1 Workers Compensation. In accordance with the statutory limits, proof of insurance or authorized self-insurance for Contractor and subcontractors is required.
- 9.4.2 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.]
- 9.5 The Commercial General Liability Insurance must also satisfy the following:

- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 The policy or policies must be on an "occurrence" basis.
- 9.6 Before commencing work, Contractor must furnish the GPSC an insurance certificate listing the GPSC and the State as the certificate holder. The insurance certificate must contain the following:
 - 9.6.1 Name and address of authorized agent
 - 9.6.2 Name and address of insured
 - 9.6.3 Name of insurers
 - 9.6.4 Description of policies
 - 9.6.5 Policy Number(s)
 - 9.6.6 Policy Period(s)
 - 9.6.7 Limits of liability
 - 9.6.8 Name and address of Owner as certificate holder
 - 9.6.9 Signature of authorized agent
 - 9.6.10 Telephone number of authorized agent
 - 9.6.11 Promise to notify State before canceling or non-renewal

10. 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 and 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.

11. REPORTS, MAINTENANCE OF RECORDS AND AUDIT RIGHTS

- 11.1 Contractor shall maintain records of AUIAS operations for a period of 5 years (this period would begin with commencement of service on June 1, 2024 at 00:01 AM) and permit the GPSC to review and determine the results of the AUIAS. Contractor shall furnish the GPSC with a monthly summary of service operations, including those listed in Section 3.2 above.

- 11.2 GPSC 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 AUIAS.

12. LIQUIDATED DAMAGES

Contractor's failure to provide AUIAS services beginning at 12:00:00 AM on June 1, 2024 as set forth herein shall be considered a material breach of this Contract and shall result in the imposition of liquidated damages as follows:

- 12.1 Contractor is required to deposit in the TRS Fund the sum of \$1,000 per day for failure to provide AUIAS service for every day service is delayed.
- 12.2 Contractor shall pay \$500 for each time it fails to meet the complaint resolution requirement.
- 12.3 Contractor shall pay \$500 for each time it fails to provide summaries and reports.
- 12.4 Liquidated damages shall be paid in the manner stated in Section 6.2 of the RFP.

13. TERM AND TERMINATION

- 13.1 GPSC can terminate this contract for any reason in the public interest. If the GPSC terminates this contract for a reason other than material breach, the GPSC shall pay Contractor for AUIAS services performed prior to termination.
- 13.2 This Contract shall commence on June 1, 2024 and shall terminate at 11:59:59 PM, May 31, 2027 unless GPSC renews the Contract as provided in Section 1.8 of the RFP and Sections 13.3 and 13.4 below.
- 13.3 If the GPSC desires to renew this Contract, it may do so for one additional 2-year period, subject to the agreement of both parties.
- 13.4 Renewal of this contract in writing must be executed prior to May 31, 2026 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.

14. 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.

15. 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) XXX-XXXX
Facsimile Number: (404) XXX-XXXX
ATTN: Ray-Kelle Preston, Utilities Division

Contractor
Address
Telephone Number:
Facsimile Number:

The date upon which such notice is delivered will be deemed to be 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.

16. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS

- 16.1 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.
- 16.2 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.

- 16.3 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.

17. CONFIDENTIALITY

- 17.1 The GPSC and the Contractor shall address confidentiality issues as stated in Section 1.12 of the RFP.

18. MISCELLANEOUS

- 18.1 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.
- 18.2 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.
- 18.3 Waiver — The failure by GPSC to enforce this Contract in the event of a breach by Contractor shall not be deemed to be a waiver of GPSC's right to enforce this Contract with respect to any subsequent breach of the same or any other provision contained in this Contract.
- 18.4 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.
- 18.5 Remedies Cumulative — The rights and remedies of the GPSC under this Contract are cumulative of one another and with those otherwise provided by law.
- 18.6 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.
- 18.7 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.
- 18.8 Truth and Correctness — Contractor has not omitted to tell, and will not fail to tell, the GPSC 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.

- 18.9 Providing Reports and Other Information to the GPSC — In any instance where information to the GPSC is required under this Contract, that information or report shall include the name and position of the person(s) who are providing the information.
- 18.10 Headings — The captions in this Contract are solely for convenience and will not affect the interpretation of any terms of the Contract.
- 18.11 Counterparts — The parties have executed and delivered to one another duplicate originals of this Contract, each of equal dignity with the other.
- 18.12 Entire Contract — This Contract contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties. This Contract may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

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

CONTRACTOR.

BY:

Name
Title

GEORGIA PUBLIC SERVICE COMMISSION

BY:

Jason Shaw
Chairman

ATTACHMENT B

Customer Reference Section 2.6

Customer Reference #1

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

Customer Reference #2

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

Customer Reference #3

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

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