

CONTRACT NO. 473-24-00007
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
T-MOBILE USA, INC.

This contract engages a Contractor to provide Texas statewide telephone relay access service (TRS or relay service) for persons with speech and/or hearing impairments.

The parties to this contract are the Public Utility Commission of Texas, an agency of the State of Texas, located at 1701 N. Congress Ave., Austin, Texas 78701 and T-Mobile USA, Inc., with offices located at 12920 SE 38th Street, Bellevue, WA 98006.

Article 1. DEFINITIONS

When used in this contract, the following terms have the following meanings:

(1) **Average Speed Answer (ASA)** means the average amount of time between the point at which the call hits the first measurable switch point to the point at which a relay agent is dedicated to the call and ready to render assistance or accept information necessary to process the call.

(2) **Business day** means a day other than: (i) a Saturday or Sunday; (ii) a national holiday under Texas Government Code § 662.003(a); or (iii) a state holiday under Texas Government Code § 662.003(b).

(3) **Commission** means the governing body of the PUCT.

(4) **Contractor** means the person, organization, business entity, or other entity that is selected for the contract contemplated by RFP 473-24-00007.

(5) **Conversation Minutes** means the time that all three parties (caller, called party, and relay agent) are connected during a relay call, calculated on a per-minute basis of usage. The called party can include answering machines, answering services, voicemail, voice menus, etc. Time spent beginning a call, time between calls, or time spent ending a call when only the relay agent and one other party are connected is not included in conversation minutes.

(6) **Day** means a calendar day, unless specifically defined otherwise in a section of this contract or Statement of Work or specifically described as a "business day."

(7) **Desirable Services** means relay service that the PUCT does not require the TRS provider to provide but that in some manner improves relay service provision requirements specified in this contract or Statement of Work.

(8) **Emergency calls** means calls that would normally be routed to a 911 operator.

(9) **Mandatory Services** means required relay service features that the TRS provider must make available. The Contractor must adhere to mandatory service specifications in providing the TRS.

(10) **May** means is authorized to.

(11) **Parties** means the PUCT and Contractor. **Party** means the PUCT or Contractor.

(12) **Proposer** means a person, organization, business entity, or other entity that submitted a proposal in response to RFP 473-24-00007.

(13) **PUCT** means the Public Utility Commission of Texas.

(14) **Relay Conference Captioning (RCC)** means a live captions service via web browser that enables a person to actively participate in conference calls, video meetings, and webinars.

(15) **Relay Texas** means a service that provides telephone access for people with speech or hearing loss who find it challenging or impossible to use a traditional telephone.

(16) **Services** means any and all services performed and any and all goods and products delivered by Contractor as specified in the Statement of Work, attached as Exhibit A hereto.

(17) **Standardized Rate of Service** means one standardized rate for TRS for mandatory services specified.

(18) **Statement of Work** means the description of goods and services to be provided under the contract, attached as Exhibit A hereto.

(19) **Telephone Relay Access Service (TRS or relay service)** means the service that makes it possible for persons with a hearing loss or speech disability who may or may not be using special equipment to communicate with other persons with special equipment.

(20) **Texas Universal Service Fund (TUSF)** means the fund established in Texas Utilities Code Chapter 56, Subchapter D, § 56.101, *et. seq.*, from which payment is made to compensate the TRS provider. The TUSF administrator will make monthly payments, as provided by this contract, to the TRS provider after the PUCT approves each invoice and directs such payment.

(21) **TRS Account Manager** means the individual responsible for all relay services within the State of Texas, including all subcontracted relay services provided by this contract.

(22) **Vendor** means a person, organization, business entity, or other entity that has been selected for or entered into a contract with a Texas state agency.

(23) **Vendor Performance Tracking System** means the system the Texas Comptroller of Public Accounts is required to provide under Section 2262.055, Texas Government Code, for evaluating vendor performance. The Vendor Performance Tracking System is located at: <http://txsmartbuy.com/vpts>.

(24) **Voice Response Unit (VRU)** means an automated telephone answering system that allows the caller to navigate through a series of prerecorded messages and use a menu of options through the buttons on a touch-tone telephone or through voice recognition.

(25) **Week** means seven consecutive calendar days, unless specifically defined otherwise in a section of this contract or Statement of Work.

Article 2. COMPENSATION

2.1 Compensation. Contractor agrees to provide all Services (including labor, expenses, and any other services) described in the Statement of Work, including 20,000 Relay Conference Captioning (RCC) minutes per year, for a monthly recurring charge of \$31,750. Further, the TUSF will reimburse the Contractor up to \$95,000 per year for outreach and promotional items to Texas localities and audit expenses, and up to an additional \$20,000 per year for website development and maintenance. The total

price of this contract shall not exceed \$992,000 for the term of the contract. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT's written authorization to increase its fee. Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this contract before Contractor performs any Services or may invoice the increased fee.

2.2 Payment Process. Contractor must submit an invoice to the PUCT contract administrator no later than the final day of the month after the month that all the Services have been performed and completed. The invoice must contain the name of the person performing Services and a brief description of work performed, including a description of any applicable deadlines for deliverables during the period invoiced and the date those deliverables were provided to the PUCT. No payment will be made for administrative overhead, overtime, or other costs not specifically described in this contract.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor's federal taxpayer identification number, a description of the Services provided, and the name and division of the PUCT contract administrator.

Contractor must submit the invoice to the PUCT as follows:

By email to: Payables@puc.texas.gov

Or by mail to: Accounts Payable

Public Utility Commission of Texas

P.O. Box 13326

Austin, TX 78711-3326

The PUCT contract administrator will review the invoice and any other relevant documentation to ensure the Services were performed in compliance with the contract. If the invoice does not contain required information or documentation, or if the PUCT disputes that the Services were performed in compliance with the contract, the PUCT will reject the invoice and give the contractor its reasons and the opportunity to submit a corrected invoice.

Upon approval of the invoice, the PUCT will direct the payment of the invoice.

The PUCT reserves the right to withhold payment of any invoice(s) for poor performance, default, or non-compliance with the terms of the contract, without penalty to the PUCT. In such event, payment(s) may be withheld until the poor performance, default, or non-compliance is resolved in a manner satisfactory to the PUCT. The Contractor will not be entitled to any additional compensation from the PUCT for any damages or expenses incurred as a result of withheld payment(s) under this section. Except as prohibited by applicable law, the PUCT will pay undisputed charges within thirty (30) days of the invoice date. If the PUCT disputes any charges, the PUCT shall notify Contractor of such dispute within sixty (60) days from the date the charges were first billed or the PUCT waives the right to dispute such amounts.

2.3 Release of Claims. Contractor's acceptance of payment releases the PUCT of all claims for compensation owed in connection with this contract.

2.4 Refund. Contractor will promptly refund or credit within thirty calendar days any funds erroneously paid by PUCT which are not expressly authorized under the contract.

2.5 Payments Made to Subcontractors. Contractor must pay its subcontractors, if any, the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment is overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Section 5.1 of this contract).

2.6 Records Retention. Contractor shall maintain and retain all records relating to the performance of the contract, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Contractor must make all records available to the PUCT, PUCT's designee, or the State Auditor during normal business hours with reasonable written notice, upon the request of the PUCT contract administrator.

Further, due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor acting on behalf of the PUCT shall be subject to prior approval by Contractor, such approval not to be unreasonably withheld, and may be required at Contractor's sole discretion to execute Contractor's standard non-disclosure agreement prior to examining, inspecting, copying, or auditing Contractor's records; provided, however, that the non-disclosure agreement shall not prevent an auditor from sharing its findings with the PUCT, nor shall it prevent an auditor from sharing its findings with the Texas Legislature. Auditors employed or engaged by the State Auditor's Office of Texas are not "third party auditors" within the meaning of this section and shall not be subject to prior approval by Contractor.

2.7 Sole Compensation. Payments under this Article are Contractor's sole compensation under this contract. Contractor must not incur expenses not contemplated under the Statement of Work, with the expectation that the PUCT, the state of Texas, or any other agency of the State of Texas will pay the expense.

Article 3. CONTRACT ADMINISTRATION

3.1 PUCT Contract Administration. The PUCT designates Gina Singleton to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor acknowledges that the PUCT contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or the Executive Director of the PUCT as the Commission's authorized designee.

3.2 Contractor Contract Administration. Contractor designates its contract administrator as Olivia Dominquez.

3.3 Reporting. Contractor must respond to the PUCT contract administrator and must perform all activities in accordance with the reasonable instructions, directions, and requests conveyed to Contractor by the PUCT contract administrator.

3.4 Cooperation. The Parties' respective contract administrators must handle all communications between them in a timely and cooperative manner. The Parties must timely notify each other by email or other written communication of any change in designee or contact information.

3.5 Media Releases. Contractor shall not use the PUCT's name, logo, or other likeness in any press release, marketing material, or other announcement without the PUCT's prior written approval. The PUCT does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the response or the services to which they relate without the PUCT's prior written consent, and then only in accordance with explicit written instructions from the PUCT. Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a Party to this contract to the PUCT contract administrator.

Article 4. REPORTS AND RECORDS

4.1 Written Reports. Contractor must provide written reports to the PUCT in the form and with the frequency specified in the Statement of Work, or as otherwise agreed in writing between the Parties.

4.2 Distribution of Consultant Reports. Contractor agrees the PUCT has the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. The PUCT will also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that the PUCT may assert for the report or any portion thereof.

Article 5. SUBCONTRACTING PARTIES

5.1 Use of Subcontractors. The Parties acknowledge and agree that, at the time of execution of this contract, Contractor intends to perform the Services required under this Contract using the following subcontractors: VITAC Corp. and Communication Service for the Deaf, Inc. Except for these two subcontractors, Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the PUCT, such approval not to be unreasonably withheld. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Contractor will notify the PUCT contract administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any subcontract not contemplated at the initiation of this contract and any subsequent substitution of a subcontractor must be approved by an amendment according to the terms of Article 7.

5.2 Sole Responsibility. Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts in accordance with the terms of this contract.

5.3 Prime Vendor Contract. The Parties expressly agree that this Contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Contract, notwithstanding the engagement of any subcontractor to perform an obligation under this Contract.

Article 6. TERM AND TERMINATION

6.1 Term. The term of this Contract will begin on January 1, 2025, and will continue in effect until December 31, 2026, with an option for two, one-year extensions, unless sooner terminated under Sections 6.2 or 6.3 of this Contract. Any extension of the contract must be agreed to by the Parties in writing. Contractor requires up to sixty (60) days after contract execution to implement new services such as Relay Conference Captioning and any new reporting requirements or features.

6.2 Termination for Cause. If Contractor fails to provide the goods or services contracted for according to the provisions of the contract or fails to comply with any terms or conditions of the Contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. If the PUCT terminates Contractor for a violation of Section 18.20, of this contract, the PUCT need not provide any notice or opportunity for curing the default. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for cause.

Contractor may suspend its performance of Services under the contract or terminate the contract if the PUCT: (1) fails to cure default of payment under the terms of this contract; (2) fails to cure any material breach of this contract within thirty (30) days after receiving Contractor's written notice of such breach; (3) provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using, or paying for Services under the contract; or (4) fails to comply with applicable law or regulation and such noncompliance prevents Contractor's performance under the contract. If Contractor seeks to terminate this contract under this section, the Contractor will first provide the PUCT thirty (30) days written notice and a reasonable opportunity to cure. In the event of a termination under this section, the PUCT will be liable for payment for any Services provided by the Contractor up to the termination date.

6.3 Termination for Convenience. The PUCT reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the PUCT determines that such termination is in the best interest of the State. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The PUCT shall be liable for payments limited only to the portion of work the PUCT authorized in writing and which Contractor has completed, delivered to the PUCT and which has been accepted by the PUCT. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. The PUCT shall have no other liability, including no liability for any costs associated with the termination.

6.4 Transfer of Duties. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the contract to another entity without disruption to the provision of Services.

6.5 Remedies for Breach. All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. Actual damages, cost projections, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

6.6 Survival. Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without

limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

7.1 Material Change Requests. The PUCT may propose changes to the Statement of Work. Upon receipt of a written request from the PUCT for a change to the Statement of Work, Contractor must, within the deadline specified in the request, or if no deadline is specified within a reasonable time after the request, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustments to this contract. No changes to the Statement of Work will occur without the Parties' written consent as provided in accordance with the terms stated in this contract.

7.2 Change in Law and Compliance with Laws. Contractor shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the contract. Changes in federal or state legislation, rules and regulations, or rulings by the PUCT after the effective date of this contract may require modification of the terms of this contract, including an increase or decrease in Contractor's duties or compensation. In the event of changes to statutes, rules, or regulations affecting the terms of this contract, the PUCT and Contractor must negotiate the terms of a contract modification in good faith and incorporate the modification into this contract by written amendment.

7.3 Assignment. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the PUCT. Any attempted assignment in violation of this provision is void and without effect.

7.4 Amendments and Modifications. This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this contract.

7.5 Binding Effect. The contract shall be binding upon and shall inure to the benefit of the PUCT and Contractor and to their representatives, successors, and assigns.

Article 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.1 Warranty of Performance. Contractor represents, warrants, and covenants that it will perform the Services outlined in the Statement of Work in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

8.2 Warranty of Services. Contractor warrants that the Services will be rendered by the qualified personnel named in Section 19.8 of this contract. If Services provided under this contract require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

8.3. Permits, Licenses, and Consents. The PUCT will obtain all required permits, licenses, or consents that are required to enable the Contractor to provide Services under the contract. This provision does not include permits, licenses, or consents related to Contractor's general qualifications to conduct business.

Article 9. RISK OF LOSS AND PROPERTY RIGHTS

9.1 Risk of Loss. The risk of loss for all items to be furnished hereunder will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

9.2 Ownership. Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished materials, deliverables, conceptions, or products created or prepared for or on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of Services hereunder, will be the PUCT’s property exclusively and will be given to the PUCT either at the PUCT’s request during the term of the contract or upon termination or expiration of the contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT’s exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.

Facilities and equipment owned and used by Contractor to provide Services under the contract remain the property of Contractor, and nothing in this contract will be construed to require Contractor to transfer ownership to the PUCT. Data in the complaint database or other customer databases will be transferred to a successor Contractor, if any, at the expiration of this Contract, subject to the following:

- (1) If CapTel is provided, CapTel databases can only be provided to another CapTel vendor.
- (2) 8XX numbers used in providing Services, except for the toll-free numbers listed below, and the website domain name, are the property of the PUCT. The following TRS toll-free numbers will remain the property of the PUCT upon the expiration or termination of the contract:

800-735-2988 Voice	877-826-1789 Voice Carry Over (VCO)
800-735-2989 TTY/Hearing Carry Over (HCO)	877-826-9348 Reduced Typing Speed/Telebraille
800-735-2991 ASCII	877-826-6607 Speech-to-Speech (STS)
800-662-4954 Spanish to Spanish	877-826-6608 VCO-STS
888-777-5861 Spanish to English Translation	800-735-1805 7-1-1 711 VRU (Translation)

- (3) If CapTel is provided, the following CapTel toll-free numbers will remain the property of T-Mobile’s CapTel subcontractor and will not transfer to the PUCT upon the expiration or termination of the contract:

CapTel

800-933-5129 -Voice-to-CaoTel	800-933-5417 - Spanish-to-Spanish
877-243-2823 -Nationwide Voice-to-CapTel	888-269-7477 - CapTel Customer Service
866-217-3362 -Nationwide Spanish-to-Spanish	

Except as set forth herein, all intellectual property rights in the Services remain in and/or are assigned to Contractor. The parties shall cooperate with each other and execute such documents as may be deemed reasonably necessary to achieve the objectives of this provision. In no event shall Contractor be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the products and Services provided under this contract. In addition, Contractor shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business practices that are used in the course of providing the Services to the PUCT. The parties agree that upon termination or expiration of this contract, the following shall be transferred to the PUCT: All outreach material paid for by the PUCT in Contractor’s possession at the time of termination or expiration of this contract.

9.3 Prior Works. Except as provided herein, all previously owned materials, conceptions, or products prior to execution of the contract will remain the property of Contractor and nothing contained in this contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

9.4 Trademark Ownership. The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-party are granted to any other Party by this contract, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this contract does not give the PUCT any rights of ownership in the trademark or the software.

9.5 Program Information. Program information, data, and details relating to Contractor's Services under this contract must be maintained separately from Contractor's other activities. Contractor must undertake all reasonable care and precaution in the handling and storing of this information.

9.6 Provision to be Inserted in Subcontracts. Contractor must insert a provision containing Sections 9.2 and 9.5 of this contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this contract.

Article 10. PUBLIC INFORMATION ACT

Contractor understands that the PUCT will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with the solicitation of, or the resulting contract, may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. For the purpose of this paragraph, paper documents, Adobe Portable Document Format files (.pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files will be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion.

The Parties acknowledge that not all terms of this contract may be confidential under the PIA, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." The PUCT will notify Contractor of requests for Contractor's information as required under the PIA. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the PIA, Contractor will not be required to make the information available to the public but may be required to facilitate the PUCT's provision of the information to the Texas Attorney General for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor's information or data; it will be Contractor's sole responsibility to do so.

Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION

11.1 No Conflicts of Interest. Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

11.2 Prohibition on Transactions with Parties Adverse to the PUCT. Contractor agrees that during the term of this contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT. The PUCT may waive this provision in writing if, in the PUCT's sole judgment,

such activities of the Contractor will not be adverse to the interests of the PUCT. The PUCT acknowledges that Contractor and its affiliates have business relationships with telecommunications utilities in Texas. Contractor also has business relationships with energy, sewer, and water utilities as a consumer of those services. Contractor does not consider these relationships as actual or potential conflicts of interest as they are governed by tariff, contracts approved by the PUCT, or contracts negotiated at arms-length.

11.3 Notice of Conflict. Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. If Contractor fails to do so, it will be grounds for termination of this contract for cause, pursuant to Section 6.2 of this contract.

11.4 Prohibited Employment. Contractor agrees that it will not hire any person whose employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

Article 12. INDEMNIFICATION AND DAMAGES

12.1 Indemnification. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE PUCT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACT AND THE PUCT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

12.2 Damages. Each party's maximum liability for damages for all claims, suits, damages, injury, and losses individually and in the aggregate arising from or related to this contract is limited to an amount that will not exceed in the aggregate the greater of: (i) the PUCT's total net payments for the affected Services purchased in the six months before the event giving rise to the claim, or (ii) one million dollars (\$1,000,000). PUCT's payment obligations and Contractor's indemnification obligations under this contract are excluded from this provision. Neither party will be liable for any consequential, incidental, or indirect damages for any cause of action. Consequential, incidental, and indirect damages include, but are not limited to lost profits, lost revenues, and loss of business opportunity, whether the other party was aware or should have been aware of the possibility of these damages. Nothing in this provision will be construed as a waiver, in part or whole, of the PUCT's sovereign immunity.

Article 13. INSURANCE

13.1 Contractor Responsibility. Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance or workers' compensation or any benefit available to a state employee.

13.2 Minimum Insurance. Contractor must, at its sole cost and expense, secure and maintain as a minimum, from the effective date of this contract and thereafter during the term of this contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

- a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products or completed operations - \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;
- b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence);
- c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident; and (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit; and
- d) cyber incident coverage to include: privacy breach related legal expenses to review and determine responsibilities under privacy breach laws; expenses related to compliance with privacy law notification requirements; credit and identification monitoring for up to 12 months after a cyber incident; expenses related to forensic investigations to investigate a system intrusion into the Contractor's computer system; and expenses to hire a public relations firm for public communications response; and

The PUCT and the State of Texas must be included as an additional insured on the commercial liability and automobile policies.

Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

13.3 Certificates of Insurance. Contractor must furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the effective date of this contract, and upon request thereafter. Contractor must provide the PUCT contract administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, will constitute a material breach of this Contract. Contractor must provide thirty (30) days written notice of any notice for renewal or cancellation of insurance.

Article 14. DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

Article 15. SOVEREIGN IMMUNITY

Nothing in the contract shall be construed as a waiver of the PUCT's or the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas under the contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The PUCT does not waive any privileges, rights, defenses, or immunities available to the PUCT by entering into the contract or by its conduct prior to or subsequent to entering into the contract.

Article 16. GOVERNING LAW AND VENUE

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the PUCT.

Article 17. COMPLIANCE WITH LAW

17.1 General. Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services sold hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject. Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

17.2 Taxes. Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Agency will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. Contractor shall recognize and honor all validly documented tax exemptions and statutory exemptions to which the PUCT is entitled and will not bill the PUCT for any such exempted taxes.

17.3 Workers' Compensation. Contractor agrees that it will be in compliance with applicable state workers' compensation laws throughout the term of this contract and any renewals or extensions thereof.

17.4 Conflicts. Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT. Contractor agrees to inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT. In the event that Contractor becomes aware of inconsistencies between this Contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this contract, as necessary.

17.5 Unfair Business Practices. Contractor represents and warrants that it has not been found to be liable for Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code and has not been found to be liable for any unfair business practice in any administrative hearing or court suit. Contractor certifies that it has no officers who have served as officers of other entities who have been found to be liable for Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit.

17.6 Americans with Disabilities Act. Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

17.7 Lobbying Prohibition. Contractor represents and warrants that the PUCT's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

17.8 Disclosure of Interested Parties. Contractor represents and warrants that if selected for award of a contract as a result of the solicitation, it will submit to the PUCT a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements. Contractor understands and agrees that a false certification may lead to termination of this contract for cause.

18.1 Dealings with Public Servants Affirmation. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract.

18.2 Debt and Delinquency Affirmation. Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

18.3 Excluded Parties. Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Contractor further represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

18.4 Antitrust. Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of RFP 473-24-00007, its proposal, or this contract to any competitor or any other person engaged in the same line of business as Contractor.

18.5 Prohibited Compensation. Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this contract.

18.6 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

18.7 Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in § 231.006(f).

18.8 Executive Head of State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the PUCT, (2) a person who at any time during the four years before the date of the contract was the executive head of the PUCT, or (3) a person who employs a current or former executive head of the PUCT.

Further, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the PUCT during the twelve (12) month period immediately prior to the date of execution of the contract.

18.9 Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

18.10 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

18.11 E-Verify Program. Contractor certifies that for contracts for services, it shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America.

18.12 Suspension and Debarment. Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

18.13 Entities that Boycott Israel. Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel; or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

18.14 COVID-19 Vaccine Passport Prohibition. Under Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive this contract.

18.15 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

18.16 Energy Company Boycott. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies; or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

18.17 Firearm Entities and Trade Associations Discrimination. Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

18.18 Critical Infrastructure Affirmation. Pursuant to Texas Government Code § 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code § 2275.0103; or (ii) headquartered in any of those countries.

18.19 Disaster Recovery Plan. Upon request of the PUCT, Contractor shall provide the descriptions of its business continuity and disaster recovery plans. The details of Contractor's plans may contain confidential or proprietary information and Contractor may require the PUCT, at Contractor's sole discretion, to execute Contractor's standard non-disclosure agreement prior to Contractor complying with the obligations in this section.

18.20 False Statements. Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a contract with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void any resulting contract.

18.21 Compliance with Executive Order GA 48. In accordance with Executive Order GA 48, Contractor certifies that it, and if applicable, any of Contractor's holding companies or subsidiaries, is not: (a) Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or (b) Listed in Section 1260H of the 2021 NDAA; or (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Article 19. GENERAL PROVISIONS

19.1 Independent Contractor. Contractor and Contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Party is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against the PUCT for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between the Parties.

19.2 Non-Exclusivity. Nothing in this contract is intended nor will be construed as creating any exclusive arrangement between Contractor and PUCT. This contract will not restrict from acquiring any similar, equal, or like goods or services from other entities or sources.

19.3 Taxes and Statutory Withholdings. Contractor acknowledges that it is not a PUCT employee but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor must defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of

any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

19.4 Notice. Except as otherwise stated in this contract, all notices provided for in this contract must be (a) in writing; (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this contract); (c) sent by a national carrier with tracking capability (e.g. FedEx or Certified U.S. Mail); with proper postage; and (d) deemed effective upon the third business day after deposit of the notice with the carrier.

IF TO THE PUCT:

ATTENTION: Executive Director
1701 N. Congress Ave., 7th Floor
Austin, TX 78701

With copies to the PUCT contract administrator and Jay Stone CTCD, CTCM, at the same address.

IF TO CONTRACTOR:

ATTENTION: Michaela Clairmonte, Senior Manager, Contracts Negotiation
Legal Department
12920 SE 38th Street, Bellevue, WA 98006
Legal_Government_Contracts@t-mobile.com

19.5 Headings. Titles and headings of articles and sections within this contract are provided merely for convenience and must not be used or relied upon in construing this contract or the Parties' intentions with respect thereto.

19.6 Export Laws. Contractor represents, warrants, agrees and certifies that it (a) will comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority; and (b) will not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this contract in violation of any such laws, rules or regulations.

19.7 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

19.8 Specific Personnel. Contractor has identified the personnel for this assignment ("Team"), as follows: Jacque Lee, Director of Government Vertical Strategy & Accessibility; Andrew Brenneman, Senior Account Executive; Olivia Dominiquez, Associate Accessibility Relationship Manger; Karl

Ewan, S. Manager, Accessibility Relationship; John Moore, Sr. Manager, Accessibility Relationship; and Kristine Shipley, Sr. Project Manager.

Contractor warrants that it will use its best efforts to avoid any changes to the Team during the course of this Contract. Should personnel changes occur during the term of this Contract or any extensions or renewals thereof, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing, such approval not to be unreasonably withheld. Contractor must provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor must remove from the project any individual whom the PUCT finds unacceptable for any reason in the PUCT's sole discretion. Contractor must replace such individual with another individual satisfactory to the PUCT as soon as practicable.

19.9 No Felony Criminal Convictions. Contractor represents and warrants that neither Contractor, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents or representatives of such subcontractors that are directly providing services to the PUCT under this contract, has been convicted of a felony criminal offense, or that if such a conviction has occurred, Contractor has fully advised the PUCT of the facts and circumstances surrounding the conviction unless otherwise prohibited by law or regulation.

19.10 No Third-Party Beneficiaries. Nothing contained in the contract, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, this contract.

19.11 Prompt Payment. All payments to Contractor, any payments by Contractor to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract must be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code § 20.487.

Article 20. NO IMPLIED WAIVER

The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

Article 21. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between the provisions of this contract and any exhibits, the following are given preference in the order listed below:

- 1) The terms and conditions of this contract;
- 2) The Statement of Work, attached hereto as Exhibit A;
- 3) RFP 473-24-00007 and any related addendums; and
- 4) The Contractor's proposal.

Article 22. FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such party could

not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Article 23. SEVERABILITY

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

Article 24. EXCESS OBLIGATIONS PROHIBITED

The contract is subject to termination or cancellation, without penalty to the PUCT, either in whole or in part, subject to the availability of state funds. The PUCT is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the PUCT becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either Party's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, the PUCT will not be liable to Contractor for any damages that are caused or associated with such termination or cancellation, and the PUCT will not be required to give prior notice.

Article 25. DRUG FREE WORKPLACE POLICY

Contractor must comply with the applicable provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and Contractor must comply with the relevant provisions thereof, including any amendments that may hereafter be issued.

Article 26. SUBSTITUTIONS

Substitutions are not permitted without written approval of the PUCT.

Article 27. STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 28. DAMAGE TO GOVERNMENTAL PROPERTY.

In the event of loss, destruction, or damage to any PUCT or State of Texas property by Contractor or Contractor's employees, agents, subcontractors, and suppliers, Contractor shall be liable to the PUCT and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property. Contractor will reimburse the PUCT and the State of Texas for such property damage within ten (10) calendar days after the Contractor's receipt of the agency's notice of amount due.

Article 29. SIGNATURE AUTHORITY

The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

Article 30. ENTIRE AGREEMENT

This contract, including the Statement of Work attached hereto as Exhibit A, constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these Services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract, effective as of January 1, 2025.

The Public Utility Commission of Texas

Contractor

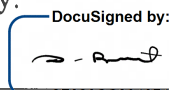
By:



Connie Corona
Executive Director

Date Signed: 12/19/24

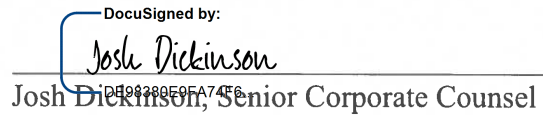
By:

DocuSigned by:


Name David Bezzant
Title Vice President

Date Signed: 12/19/2024

Reviewed as to form for Contractor by:

DocuSigned by:

Josh Dickinson, Senior Corporate Counsel

Date Signed: 12/19/2024

Exhibit A – Statement of Work

I. Service Categories

- A. Proposers must use the service categories when submitting proposals. See Section VI. (Pricing Proposal) of this Statement of Work for pricing definitions and instructions. All prices must be in conversation minutes.
- B. **Mandatory:** Proposers must adhere to these service categories in providing the TRS, unless Proposer clearly explains any exceptions pursuant to the pricing instructions in Section VI. (Pricing Proposal) of this Statement of Work. The price for all mandatory services must be included in one per-transaction rate for TRS and one per-transaction rate for VCO for the entire contract term.

Captioned Voice Carryover (VCO) telephone service is no longer a required service under this Statement of Work, but it is preferred. If a Proposer chooses to offer VCO, separate pricing should be included in the proposal for this service. Further, if a Proposer chooses to offer VCO, it must meet the requirements of this Statement of Work that are specific to VCO service.

- C. **Exceptions:** If a TRS provider plans to deviate from the requirement of any service specifications or is unable to provide mandatory service, the Proposer must clearly identify all such deviations or inabilities in the proposal.

D. **Additions:** The Proposer may propose enhancement features not described in this RFP.

II. Mandatory Services

- A. **Availability.**

The TRS provider must make the TRS accessible and available for all Texans 24 hours a day, 365 days a year. Callers must be able to place calls from anywhere in the world where telecommunications systems exist and from any locations reachable by wireless services (such as cellular telephones) and must be able to use alternative billing arrangements.

- B. **Compliance with Existing Regulations.**

The TRS provider must establish procedures regarding complaints, inquiries, and comments about the TRS, TRS subcontractors, all relay calls contracted through Relay Texas, and all TRS personnel. The TRS provider must ensure that relay callers who wish

to register a complaint are able to reach a supervisor or administrator while connected during a relay call. Proposers must also include safeguards for complainant privacy and confidentiality.

The TRS provider must keep records of all complaints, detailed reports specifying the manner in which the contractor responded to the complaint, and records indicating whether the complaint was resolved. The contractor must submit this report monthly and submit an annual report to the PUCT containing all information required by the Federal Communications Commission (FCC), including the Multiple Average Rate Structure (MARS) report, complaint log report, and others as required by the FCC.

C. Technical Specifications.

1. **Switching System.** The switching system must ensure that no calls are dropped due to technical failure on the part of the TRS provider. Proposers' switching system must be capable of undergoing preventive maintenance while the system is in operation.
2. **Network Configuration.** The TRS provider's transmission circuits must meet or exceed industry interexchange performance standards as identified by the ANSI T1.506-1990, Network Performance — Transmission Specifications for Switched Exchange Access Network standards for circuit loss and noise. Proposers should describe the facilities, telecommunications equipment, and software the Proposer will use in providing TRS, including all subcontracted work. Proposals should include a network design diagram that describes the network configuration to be used. This segment of the proposal should describe how callers will access the service and how the Proposer would handle the calls.
3. **Service Expansion.** The TRS provider must be capable of expanding the service in response to increasing demand. Proposers must meet this requirement and must identify any trends likely to increase the demand for relay services during the contract period. The TRS must consistently meet, throughout the contract term, all telephone relay performance standards specified in the RFP.
4. **Technology Innovation.** Proposers must describe how they plan to use changes and improvements in telecommunications technology to improve relay service.
5. **Uninterruptible Power System.** The relay center or centers must have a back-up system sufficient to allow the centers to operate for a minimum of 12 hours after a power failure. Re-routing to other centers in an emergency situation is acceptable and encouraged but does not replace the back-up system.
6. **Disaster Recovery Plan.** Proposals must include a business recovery plan to recover and restore relay service in the event of a disaster that shuts down relay service. The TRS provider must notify the PUCT Contract Administrator of any disruption in service that lasts more than 30 minutes. The TRS provider must provide such notification within three hours of the time the disruption begins. In its notification of service disruption, the TRS provider must explain how the problem will be corrected

and give an approximate time and date when relay service will be in full operation. Additionally, after the service is back in full operation, the TRS provider must submit a written report on the problem and resolution to the PUCT Contract Administrator. If Average Speed of Answer (ASA) is over 5 seconds due to disasters beyond the control of the TRS provider, and the TRS provider requests that the penalty fee be waived, then the TRS provider must submit to the PUCT Contract Administrator the request for waiver within seven (7) days of the occurrence. Proposers must enroll in the FCC's Telecommunications Service Priority (TSP) program and continue to operate telephone relay services in the event of terrorist acts.

D. Service Standards.

1. Local and Intrastate Toll Calls. The proposed relay service must provide local and intrastate toll calls.
2. Interstate Toll Calls. Proposers must provide interstate relay service. Funding for interstate service will come from the federal government at a rate prescribed by the FCC .
3. 7-1-1 Service. The TRS must be accessible by dialing 7-1-1. The TRS provider must use a VRU to answer 7-1-1 dialed calls. The VRU will answer with a brief voice interactive menu to give hearing persons an opportunity to press a button to connect to a relay agent to make a voice call. If there is no selection detected, the call will automatically transfer to TTY mode. The TRS provider must use automatic number identification (ANI) to brand the calls based on the device used for future relay calls from the same ANI. The User Database configured by relay user (including hearing persons) must override ANI branding. The TRS provider must then reroute 7-1-1 calls to the relay user's preferred 8xx number (such as VCO, TTY, STS, etc). The TRS provider shall continue to provide 8XX relay. The TRS provider must provide a monthly report showing how many relay calls are initiated by 7-1-1 and 8XX users.
4. Automatic Branding. Proposers must include automatic branding as follows:
 - i. when a relay user calls Relay Texas through 7-1-1, ANI will automatically brand the telephone number to 7-1-1 for future use;
 - ii. the next time a relay user uses the same telephone number, the ANI will automatically provide the requested type of call: and
 - iii. if the relay user uses a different type of call, then ANI will brand the telephone number with the new type of call for future use.
5. User Database and Relay User Input. To assist in making relay calls more efficient, Proposers must provide a database of users' call preferences such as type of call, billing information, speed dialing, slow typing, carrier of choice, etc. This information, once provided by the relay user, must appear on the agent screen when a user calls the relay center from the registered ANI. Relay users must be able to provide their database information to the relay provider via mail, fax, and Internet. If a relay user states a

preference for a type of call, such as American Standard Code Information Interchange (ASCII), unless a waiver has been granted by the FCC, VCO, Speech-To-Speech (STS), etc., this preference will override the automatic branding. A different relay user may use the telephone number with permanent branding but must be able to ask for a different type of call. The permanent branding remains effective until the relay user specifically requests that the TRS provider's agent change the user's preference in the database.

6. Usage. The Proposer must not place restrictions on the length or number of calls placed by customers through the TRS, even during peak times.
7. Access to Automated System. Proposed services must allow users (including, but not limited to, TTY, VCO, ASCII, unless a waiver has been granted by the FCC, Hearing-Carryover (HCO and STS)) to call services in order to send messages. These services can include paging services, voice menus, answering machines, or any other automated system that either records or passes on a voice, text, or electronic message to the other party.
8. Courtesy and Intercept Messages. Each proposal must provide that after five rings a courtesy message will inform callers that they have reached Relay Texas or, when applicable, the Captioned Telephone service provider. An example of a courtesy message would be "Welcome to Relay Texas. An agent will be with you shortly." Appropriate intercept messages must also be provided if there is a system failure or if all relay stations continue to be busy. This message must occur no longer than 30 seconds after the courtesy message has been invoked and may be repeated. An intercept message with a customer waiting on the line will not constitute an answer for the purpose of determining call time. Accordingly, the TRS provider must not bill the time in queue to the TUSF. Busy signals are not allowed, unless related to equipment failure of a third party.
9. Carrier of Choice (COC). The proposed service must allow the relay user to choose his or her preferred interexchange carrier (IXC) when placing toll calls through TRS. The relay agent is not required to offer the option but must describe the option when asked by a relay user. An explanation of COC must be included in all appropriate relay publications. The TRS provider must maintain a list of participating long- distance carriers and share it publicly.
10. Text and Voice Calls. Each Proposer must design its system so that the TRS must be capable of receiving and transmitting voice and text calls that may involve electronic signals, including Baudot code and ASCII standards, unless a waiver has been granted by the FCC.
11. Type of Transmission. The TRS must be able to process relay calls made by digital and analog transmissions, including calls placed using enhanced speed options such as turbocode, unless a waiver has been granted by the FCC, and dial-through technology as offered by TTY manufacturers, during the contract period. Proposers must specify the type of enhanced speed, if any, to be used in the TRS platform.

12. Charges for Local Calls. In compliance with 16 Texas Administrative Code §26.414(b)(3)(A), local exchange carriers must not impose access charges on calls made through the TRS which originate and terminate within the same toll-free local calling scope.
13. Extended Area Service (EAS). Each Proposer must ensure that relay users are not billed for toll usage when completing EAS calls, including calls made by or to subscribers of optional EAS.
14. Charges for Intrastate Toll. Proposers must provide a copy of the intrastate toll rates that will be billed to relay users.
15. Answering Machine and Voice Mail Procedure: The TRS provider must use the following minimum procedures for processing relay calls that reach an answering machine or voice mail.
 - i. The relay agent must inform the caller when an answering machine or voice mail has been reached. In the event a captioned VCO telephone service provider is handling the call, the captioned VCO telephone service agent must inform the caller when an answering machine or voice mail has been reached and must convey the answering machine or voice mail message to the relay user in its entirety.
 - ii. When the relay caller is a text user and the answering machine or voice mail message is long, the agent may record the message in order to convey it to the relay user in its entirety.
 - iii. The relay agent must relay the complete outgoing message verbatim including the option for the relay caller to leave a message if stated on the outgoing message.
 - iv. The relay agent must leave the relay caller's message (voice or text).
 - v. The relay agent must confirm to the caller that the message has been left.
 - vi. The relay caller may only be charged for one call (the first call) regardless of the number of calls that are required to retrieve and convey the answering machine message and to leave a message.
16. Voice Menus Procedure. The proposed system must allow relay agents to convey voice menus to the relay user quickly in order to process the relay call as quickly as possible. The TRS provider will charge the relay caller for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the voice menu message.
17. One-Line Answering Machine or Voice Mail Retrieval. The proposed system must allow a relay user to call Relay Texas to retrieve voice messages from answering machines or voice mail without connecting to the third party. The proposed system must allow the relay agent to record messages from answering machines or voice mail

and then relay the message to the caller. The proposed system must provide for deletion of the recorded message once the relay call is completed.

18. Number Verification and Identification of Calls. The proposed system must provide a text relay user with the number dialed and identify the type of call (local, long distance, toll free) made. This will help users know if a number has been misdialed and be aware whether the call is local, long distance, or toll free.
19. Access to 9xx and 8xx Pay-Per-Call Services. The proposed system must allow access to and end-user billing for 9xx and 8xx number pay-per-calls. The proposal must identify how the system will determine if the end user's phone number is blocked from making such calls.
20. Access to Restricted 8xx Numbers. The proposed system must allow access to regionally restricted 8xx numbers by local relay users in cities or towns where relay centers are outside these regions.
21. Directory Assistance. The proposed system will allow users to access local and long-distance directory assistance through the TRS. Local directory assistance calls must be billed to end users at the same rates (or less) that are billed by the local company serving the end user. Long distance directory assistance calls must be billed at the Proposer's tariffed rate or at the tariffed rate of the carrier used for long distance directory, and only conversation minutes used in the call will be compensated.
22. Emergency Calls. The proposed system must include appropriate procedures for handling emergency calls in the shortest possible time. Proposers must offer a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner. Proposers must explain any exception to a fully electronic transfer of emergency calls.
23. Blockage Rate (Mandatory). The proposed system must not allow a caller to receive a busy signal. The proposed system must utilize a queue service when a busy signal is detected, unless it is related to an equipment failure of a third party.
24. Average Answer Time. Proposed average speed of answer (ASA) times must not exceed 10 seconds by any method which results in the call immediately being placed, not put in a queue or on hold, in a single 24-hour period This includes special services such as STS, STS/VCO, Captioning Telephone VCO, etc. The TRS provider must measure this deliverable by sampling the ASA a minimum of once every 30 minutes for each 24-hour period. ASA shall be measured from the time the call hits the first measurable switch point to the point at which a relay agent is dedicated to the call and ready to render assistance or accept information necessary to process the call.
25. Caller-ID. The proposed system must display a caller's telephone number on the called party's Caller ID. Proposers must describe how they will provide this feature. Caller ID

options, such as blocking or anonymous call rejection, must be provided.

26. ASCII Split Screen. The proposed system must provide a "Split-screen" for relay agents handling ASCII calls upon a caller's request, unless a waiver has been granted by the FCC.

E. Service Specifications.

Proposers must address each of the following service specifications in their proposals, describing the functionality they will provide in each category and providing enough detail to allow reviewers to understand precisely how the proposed system will provide the following services:

- i. VCO
- ii. Two-Line VCO (2LVCO)
- iii. HCO
- iv. Two-Line HCO (2LHCO)
- v. Modes for VCO and HCO
- vi. The proposed system must allow VCO and HCO users to utilize both TTY modes: acoustic mode and direct connect mode. The proposed system also must allow VCO relay users to set up a call using voice communication without the TTY transmission that is normally required to set up the relay call.
- vii. Flexibility in using VCO and HCO. The proposed system must provide VCO and HCO upon request of the relay user if either VCO or HCO 800 numbers are not used by the person placing the call.
- viii. Releasing Relay Call - TTY to TTY. The proposed system must allow a call that began as a voice-user to TTY call to become a TTY to TTY call. Once the user releases a relay call, the TRS provider shall not bill the remainder of the call time to the TUSF.
- ix. Speech-To-Speech Relay Service for Speech Disabled (STS).
- x. Speech-to-Speech Relay Service for Persons with Hearing Loss with Speech Understandable by Trained Relay Agents (STS/VCO).
- xi. Slow Typing for Deaf-Blind and Visually Impaired Users. Agents shall type at a slower speed for Deaf-Blind and Visually Impaired relay users. The agent must maintain the typing speed throughout the call, in order to maintain efficiency.
- xii. Default Typing Speed for Deaf-Blind 800 number: The proposed system must have a default buffer typing speed of 15 words per minute when a caller uses an

800 number for deaf-blind or visually impaired persons. The relay agent may type at a normal pace, but the text will come across to the users at a rate of 15 words per minute. This service must allow the user to request increased or decreased rates of the transmission of text in increments of 5 words per minute.

- xiii. Spanish Translation. The proposed system must provide both Spanish-only and translation services: Spanish to Spanish, Spanish to English, or English to Spanish.
- xiv. Unique 8xx and 9xx Telephone Numbers for Services. The proposed system must provide a separate 800 for each of these services: TTY, ASCII, unless a waiver has been granted by the FCC, VCO, STS, STS/NCO, Captioning Telephone VCO (incoming calls from hearing parties), Spanish, Reduced Typing Speed, and 8xx/9xx Pay-Per-Call.
- xv. Existing 8xx Telephone Numbers. The proposed system will use existing Relay Texas 8xx numbers for VCO, HCO, STS, Reduced Typing Speed, STSVCO, 2LVCO, ASCII, unless a waiver has been granted by the FCC, 8xx/9xx Pay-Per-Call, Voice, and TTY.

F. Relay Agent Specifications.

Each Proposer must address the following agent specifications in their proposals, describing how it will fulfill the requirements with enough detail to allow reviewers to understand precisely how the Proposer plans to staff relay services.

1. Identification of Relay Agent — Gender and Number. Each relay agent who processes Relay Texas calls, TRS, and captioned telephone VCO service will be assigned an identification number. When answering a relay call, the relay agent will answer with his or her number and gender identification such as: "RTX 105M". The relay caller must be able to request an agent of a specific gender identification.
2. Confidentiality. TRS must be provided in a manner that ensures confidentiality regarding existence and content of conversation as required by applicable laws. The TRS provider must outline disciplinary and termination procedures in writing if relay agents violate confidentiality laws. Chapter 82 of the Texas Human Resources Code, as amended, contains confidentiality requirements for relay agents and interpreters and may be found at the following URL: <http://www.statutes.legis.state.tx.us/Docs/HR/htm/HR.82.htm>.
3. Relay Agent Training. TRS Relay agent training must include instruction on proper translation and interpretation of typed ASL (ASL gloss and ASL grammar), information about deaf culture, and information about the needs of hard-of-hearing, speech-disabled, and deaf-blind users. Training must involve simulated call handling. Appropriate parts of agent training must be provided by persons from the deaf, hard-of-hearing, speech-disabled, and deaf-blind communities with expertise in the field of language interpreting ASL. A minimum of three days (24 hours) of training should be

focused on understanding basic American Sign Language. New relay agents may not be changed from probationary status to regular status employees prior to showing a basic understanding of written ASL gloss for a minimum of three months. Proposers must describe how they will provide increased oversight to probationary agents.

4. Relay Agent Counseling. The proposal must outline support programs and available personnel to assist TRS and CTS VCO relay agents in dealing with the emotional aspects of relaying calls. The programs must maintain confidentiality as required above in subsection (F)(2).
5. Procedures for Relaying Communication. All relay agents must convey the full content, context, and intent of the relayed communication style being translated. Throughout the phone call, relay agents must strive to maintain functional equivalency to a standard (non-TRS) phone call. All secondary activities that would normally be known to a hearing person engaged in a telephone conversation must be relayed whenever possible. Unless the relay user requests otherwise, the agent must relay all calls according to the following procedures:
 - i. Circumstances under which a relay agent explains the relay service. When a non-text user receives a relay call, the TRS relay agent will ask whether he or she has previously used TRS. If such user has used TRS before, the call will be processed without further delay. If not, the relay agent will explain how the service operates and will notify the text relay user, using parentheses, that TRS is being explained. The TRS explanation will be brief and concise. A suggested format is: "The person who is calling you is either deaf or speech-disabled. The caller is typing a conversation, which will be read to you. When you hear the words "Go Ahead," it will be your turn to speak. Please speak directly to the caller. Everything that is heard will be typed to them. One moment for your call to begin." When a non-text relay user initiates a call to Relay Texas, the relay agent will NOT ask whether he or she has previously used TRS unless it is obvious to the relay agent that the relay user does not know how to use TRS. If Proposers have another explanation other than the suggested format, please note the explanations in the proposal. If there is more than one explanation to meet specific features of TRS callers (made from VCO, HCO, or other TRS features) please note those in the proposal as well.
 - ii. The originating relay user retains full control of the call. The caller must have the option of telling the relay agent what aspects of the call she or he will handle. For example, a text relay caller may request that he or she introduce relay services to the called party, rather letting the relay agent do the introduction.
 - iii. Relay agents must maintain a neutral position. Relay agents must 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 occurs when either the relay caller or called party requests assistance from a relay agent or during an emergency call. Even then, a neutral position must be maintained to the extent possible. Relay agents must not offer any advice based on personal judgments regarding the content of any relay communication (i.e., "Don't do what

he is asking you to do" or "he's trying to rip you off"). Relay agents must 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.

- iv. Relay agents must keep both parties informed on the status of the relay call. This information includes, but is not limited to, an indication of such signals as dialing, ringing, busy, disconnected, recording, fax sound, or holding. Captioned telephone VCO relay agents must keep CTS VCO users informed regarding the status of a call, including but not limited to an indication of such signals as dialing, ringing, busy, disconnected, recording, fax sound, or holding.
- v. To the extent possible, the relay agent must identify to the text and CTS VCO relay user whether the hearing or voice user is female or male by using parentheses at the beginning of a call as follows: "(M)" or "(F)".
- vi. All comments directed to either party by the relay agent must be relayed to the other party. For example, if the relay agent asks a hearing party, "Will you accept a collect call?", these words must be relayed to the text and CTS VCO relay user in parentheses. Likewise, all comments directed to the relay agent by either party must be relayed. For example, if a text relay user types, "Yes, I will accept the charges", these words will be relayed to the other relay party as "(The party says, 'Yes, I will accept the charges.')."
- vii. Relay agents must, to the best of their abilities, convey to the text and CTS VCO relay user the voice relay user's tone of voice. Whenever possible, characterizing of tone of voice will first be conveyed with descriptive words such as "yelling", "crying", "loud", "quiet", or "foreign accent". These words must be in parenthesis. If it is clear to the relay agent that the tone of voice is more emotional than the descriptive sound words can provide, then relay agent can type something such as "(sounds angry)" in addition to the descriptive sound words if it makes conversation clearer. Such descriptions and other similar utterances must be in parentheses, preceded by the word "sounds." Relay agents may also be creative in the ways that they convey the hearing person's vocalizations to the text user. If the voice Relay User "groans" or "hums" these could be relayed as "OOOhh" or "hmmm". An excited "yes" may be relayed as "yesss!!!". The TRS and CTS VCO Provider must provide training in voice tone conveyances as part of the overall agent training.
- viii. When the relay agent verbalizes for the text relay user, the agent must adopt a conversational tone of voice appropriate to the type of call being made. If a text user types an expression (for example, "OOOh"), the relay agent must verbalize accordingly.
- ix. The relay agent must identify background noise (e.g. "baby crying", "music", and "coughing") to the text and CTS VCO relay user whenever possible.

- x. There must be no censorship or omission by relay agents in any situation. Relay agents must convey everything, including profanity, to the other party.

G. Relay Agent Skills and Proficiency.

The TRS provider must ensure that no relay agent who, within the training period, lacks the skills listed in this subsection will be used as a relay agent, with the few exceptions as noted.

1. Relay agents must possess 12th grade level spelling skills. The TRS provider must appropriately test applicants to determine grade level spelling skill. The PUCT Contract Administrator may request that the TRS provider submit reports on relay agent spelling skills, and the TRS provider must comply within a reasonable period of time not to exceed 30 days.
2. TRS relay agents must be able to type at a speed of 60 words per minute (wpm) for five minutes by the first day of actual relay agent work. Relay agents must be tested every six months to ensure that the 60-wpm for five minutes standard (voice to text) is maintained. These periodic tests must simulate actual working conditions and must not be standard typing tests. Tests should be modified with sufficient frequency to ensure that relay agents cannot "learn" the test. The PUCT Contract Administrator may request that the TRS provider submit reports on relay agent typing speed scoring, and the TRS provider must comply within a reasonable period of time not to exceed 30 days.
3. The relay agent's speech must be clear and easily understood by hearing relay users.
4. In order to assist in clearer understanding between the two parties, relay agents must translate the typed languages of relay users whose primary language may be ASL or whose written English language skills are limited to grammatically correct conversational English, unless the text user instructs otherwise. If a text user instructs the relay agent to type verbatim, the agent must follow such instructions.
5. During all shifts, TRS relay agents fluent in Spanish must be available to provide translation when one or both relay users communicate in Spanish. Most Spanish speakers in Texas are familiar with the Spanish spoken in Mexico. Therefore, Proposers must explain how they will ensure agents can speak with accent, idiom, and other language characteristics used in Spanish spoken in Mexico so that their speech will be understandable by Spanish-speaking Texas Relay users and so that they will accurately relay communications by Spanish-speaking Texas Relay users.

H. TRS Audits.

The contractor will be responsible for engaging an independent auditor to conduct the audits specified below. The audits must be completed within 90 calendar days after the fiscal year has ended (August 31st). The contractor must receive the Relay Administrator's written approval of the audit firm and of the proposed scope of work before the audit begins.

1. Years One and Three – The contractor must engage an independent auditor to conduct a SSAE Type II audit on administrative and operational procedures for the fiscal years ending August 31, 2025, and August 31, 2027.
2. Years Two and Four – The contractor must engage an independent auditor to conduct quality assurance audits on all aspects of relay service delivery covered by the contract to determine whether the expected level of service is being met. The scope of these audits must include, but is not limited to:
 - i. Typing speed and captioning speed;
 - ii. Typing accuracy and captioning accuracy;
 - iii. Average accuracy with and without corrections;
 - iv. Reason for errors;
 - v. Average connect time; and
 - vi. Conversation minute length.

The cost of these audits must be billed as a separate line item on the relay service invoice and will be paid from USF funds. Upon completion of each audit, the contractor must provide the auditor's written report with management response to the PUCT. The written report must include all processes and procedures that were examined and the results of the examination.

III. Outreach.

A. Budget.

The TUSF will reimburse the TRS provider up to \$95,000 per year (beginning December 1, 2024) for outreach and promotional items to Texas localities and audit expenses, and up to an additional \$20,000 per year for website development and maintenance. Proposers must commit to performing outreach activities, describe sample outreach activities, and commit to monthly reporting. Monthly reporting can be part of the monthly invoice as noted in Attachment B. The TRS provider must coordinate or provide annual Relay Texas outreach projects, including but not limited to: a Relay Texas website; participation in events that provide disability-related information for people with hearing or speech loss; promotional giveaways with Relay Texas logo; and promoting general public awareness.

B. Annual Approval.

The TRS provider annually must outline costs and activities for each outreach project and submit them to the PUCT Contract Administrator for review two weeks after the contract start date of December 1st. Every year after that, the outreach plan is due on October 1st and must include recommended promotional items. The TRS provider must work closely

with the PUCT Contract Administrator in designing, developing, and approving promotional items intended to educate Texans about Relay Texas and providing its services to all potential users. These items may include, but are not limited to brochures, giveaways, and videos (informational or training).

C. Website Development and Maintenance.

The TRS provider must maintain a Relay Texas web site accessible by and useful to consumers in order to provide pertinent relay service information, including service provider contact information. The TRS provider must work closely with the PUCT Contract Administrator in designing, developing, and approving website information intended to educate Texans about Relay Texas. The relay service contract manager must report all updates and changes to the website to the PUCT Relay Administrator as they occur. The website must be operational by December 1, 2024. Costs incurred will be reimbursed up to \$20,000 per year.

IV. Reporting Requirements.

Proposers must address each of the following reporting specifications of this section in their proposals, giving enough detail to allow technical reviewers to understand precisely how the Proposer will provide the required service or information.

A. Mandatory Records Maintenance.

1. The TRS provider must maintain its records of all relay operations to permit the review and confirmation of TRS and CTS VCO data as well as other data by the PUCT Contract Administrator.
2. The TRS provider must report enough information to local exchange companies to enable them to meet the statutory prohibition on charging access charges on calls that originate and terminate within the same local calling area.

B. Monthly Reports.

The following are mandatory monthly reports. (Refer to Attachment B for formatted copies of mandatory reports from March 2024.)

1. Invoice Cover Signature and Invoice Charges Summary.
 - i. Must be a single page and have the minimal necessary expense information that will ultimately be submitted to the Texas USF Administrator. Must contain the following information:
 - (a) Total requested Service Compensation;
 - (b) ASA Non-Compliance Penalty – Liquidated Damages;
 - (c) Publicity Expense;

- (d) Audit Expense;
- (e) Total Amount Due;
- (f) Certification of statements and charges' accuracy; and
- (g) Signature lines for TRS Contract Administrator.

2. Details of Compensation and Statistics.
3. Year-to-Date Payment History.
4. Checklist of Deliverables.
5. Relay Texas Service Compensation Invoice.
6. Publicity/Outreach Expenses.
7. Relay Texas Traffic Report – TRS: Conversation Minutes.
8. Calls to Relay Texas by Device (English and Spanish). This report must include the total number of monthly TRS outbound calls handled to each type of device, percent of total calls by device, total minutes of service by device, average length of call for each type of device, total TRS inbound for each type of device, total TRS inbound for each type of device by Spanish-speaking users, and total TRS inbound by English-speaking users. The devices to be included are:
 - (a) TTY Baudot calls;
 - (b) Turbocode, unless a waiver has been granted by the FCC;
 - (c) ASCII calls, unless a waiver has been granted by the FCC;
 - (d) Voice calls;
 - (e) Voice carryover calls;
 - (f) Hearing carryover calls;
 - (g) Deaf-blind ASCII, unless a waiver has been granted by the FCC;
 - (h) Deaf-blind Baudot;
 - (i) Speech-to-speech calls by speech-disabled; and
 - (j) Sub-total of each.
9. Relay Texas Interstate & Intrastate.

10. Attempted Calls Breakdown.
11. Speech-to-Speech (STS).
12. Texas Access to Relay Products: Total Conversation Minutes of TRS .
13. Texas Relay Conference Captioning (RCC): RCC Minutes of starting balance, minutes of usage, ending balance.
14. Annual Data Collection of TRS, Speech-to-Speech: Conversation Minutes and Session Minutes for Texas and TRS Fund.
15. Relay Texas Invoice with Account Service Detail.
16. Texas Weighted ASA.
17. Texas Weighted Service Level.
18. Telecommunication Relay Services – Originating City Report.
19. Telecommunication Relay Services – Inbound Calls by Call Center Report.
20. RCC Billing Detail by Day.
21. RCC Monthly Call Data.
22. Customer Contacts.

C. Annual Reports.

Report on Texas Relay activities from previous years, proposed outreach activities for next fiscal year, all FCC complaint Logs and MARS reports.

- i. Annual Report draft due by December 31st each year; and
 - ii. Annual Report final due by January 31st each year.
- Contractor must provide a detailed explanation of any discrepancies or errors uncovered in a review of the monthly data provided in the monthly invoice.
- (i) If the PUCT requires any corrective action arising from audit reports, Contractor must provide a monthly status report to the PUCT Contract Administrator addressing any corrective action arising from audit reports. This information must include, but is not limited to, the status of actions regarding billing or data reporting errors.
 - (ii) Contractor must provide notification to the PUCT Contract Administrator of actual or suspected waste, fraud, abuse, or other potential misconduct in writing within two weeks of discovery.

V. PUCT Contract Monitoring Activities.

- A. PUCT Contract Administrator will use the required reports to monitor contractor performance monthly.
- B. Additionally, the PUCT Contract Administrator may conduct the following monitoring activities, as deemed appropriate by the Contract Administrator:
 - 1. Make random calls to ensure the calls are answered appropriately and within the ASA time.
 - 2. Monthly meetings with the Relay contract administrator to go over call statistics, outreach activities, and any potential concerns.
 - 3. This list is not intended to be an exhaustive list of monitoring activities. The PUCT Contract Administrator may monitor the TRS provider's performance in other ways deemed appropriate by the PUCT Contract Administrator.
- C. Delay or failure by the PUCT contract administrator to identify contract noncompliance in the monitoring activities does not relieve the TRS provider from performance in compliance with the contract, nor does it waive any remedies available to the PUCT.
- D. If the TRS provider is not meeting performance standards, the PUCT may, in its sole discretion:
 - 1. Issue warnings regarding the need for performance improvement;
 - 2. Institute a corrective action plan with additional requirements designed to ensure the Contractor improves performance in order to meet the requirements of the contract, with a deadline, after which the PUCT may choose to terminate the contract for cause, if the Contractor fails to make the required improvements and meet the requirements of the corrective action plan.
- E. Warnings and corrective action plans do not replace or preclude any other remedies available to the PUCT under contract or the law.

VI. Pricing Proposal.

Proposers must submit their pricing proposals based on the following instructions and assumptions. Proposers are solely responsible for seeking clarification and asking questions concerning these instructions and assumptions.

- A. Conversation Minutes – Conversation minutes must be timed to the tenth of a second (or less) for each relay call. The total number of conversation minutes for each 24-hour period may be rounded up to the nearest second. (See the definition of “Conversation Minutes” in Section I. of this Statement of Work for additional instruction regarding calculation of

Conversation Minutes.)

- B. Standardized Rate of Service – In determining standardized rates for mandatory services, there must be no “minimum minutes” required to provide the service with the rates specified. (See the definition of “Standardized Rate of Service” in Section II of this RFP.
- C. The Proposal Pricing Package – The proposal pricing package must contain pricing for mandatory services to be considered responsive. Proposers who wish to include enhancements in their proposal may do so. Proposers must identify pricing for any enhancements or features included in the pricing proposal.
- D. The two-year Billable Conversation Minutes to use for pricing proposal purposes for TRS is 424,463.

(i) This number is intended to serve as an estimate for information purposes only and is not intended to serve as a limitation or guarantee of conversation minutes for the contemplated contract.

(ii) Proposers are encouraged to offer alternative pricing methodology in addition to the per conversation minute method

(iii) Include on a separate line, pricing for 20,000 RCC minutes per year for the commissions use.