

PUBLIC UTILITY COMMISSION OF TEXAS

***REVISED* REQUEST FOR PROPOSALS ADDENDUM 1
TO PROVIDE RELAY ACCESS SERVICES**



**Public Utility Commission of Texas
William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78711**

**Closing Time and Date:
November 1, 2024
9:00 a.m., Central Time**

***Revised* RFP Number: 473-24-00007 Addendum 1
Project Number: 56436
NIGP Class Item: 915-85**

Table of Contents

SECTION 1 – INTRODUCTION	3
SECTION 2 – DEFINITIONS	3
SECTION 3 – STATEMENT OF WORK	5
SECTION 4 – ELIGIBILITY AND EVALUATION CRITERIA	21
4.A. EEO and HUB Statement	21
4.B. Minimum Eligibility Requirements	21
4.C. Evaluation Criteria	22
4.D. Texas Vendor Preference	23
4.E. References	23
SECTION 5 – SCHEDULE AND PROCESS	23
5.A. Anticipated Schedule	23
5.B. PUCT Contact Person	24
5.C. Process for Asking Questions	24
5.D. Process for Submitting Proposals	24
5.E. PUCT’s Standard Process for Selecting Vendors	25
SECTION 6 – REQUIRED COMPONENTS AND FORMAT	26
6.A. Components	26
6.B. Format Requirements	32
SECTION 7 – CONDITIONS	32
7.A. Irrevocable Offer	32
7.B. Proposals are the Property of the PUCT	32
7.C. Public Information Act Notice	33
7.D. Publicity	33
7.E. No Proposal Costs Reimbursed	33
7.F. Contract Terms and Conditions	33
7.G. Vendor Performance Tracking System	33
ATTACHMENT A –General Terms and Conditions for Proposed Contract	34

SECTION 1 – INTRODUCTION

The Public Utility Commission of Texas (PUCT) is issuing this request for proposals (RFP) for a telecommunications carrier to provide Texas statewide telephone relay access service (TRS or “relay service”) for persons with speech and/or hearing impairments. TRS provides telephone interpreting service for people who can hear and those who are deaf, hard of hearing, deaf-blind, or speech disabled. TRS makes it possible for persons with hearing impairment or speech disability who may or may not be using special equipment to communicate with hearing persons without special equipment or with other persons with special equipment (e.g. oralist using voice-carryover conversing with a deaf person using a telecommunications device for the deaf (TTY)). The TRS provider selected must provide access to the telecommunications network in Texas equivalent to the access provided to other customers.

The statutes that establish TRS can be found in Texas Utilities Code Chapter 56, Subchapter D (§ 56.101, *et. seq.*). For your convenience, the statutes are available at the following URL: <http://www.statutes.legis.state.tx.us/Docs/UT/htm/UT.56.htm#56.101>.

The PUCT's rules concerning TRS are found in Title 16 of the Texas Administrative Code, Chapter 26, Subchapter P, § 26.414. For your convenience, the rule is available at the following URL: [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=2&ch=26&rl=414](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=2&ch=26&rl=414).

This Revised RFP Addendum 1 addresses questions received by the PUCT regarding the original RFP posted on 10/3/2024 2024. A submitted proposal should acknowledge it is responding to this Revised RFP Addendum 1 and not the original RFP posted on 10/3/2024.

SECTION 2 – DEFINITIONS

As used in this RFP, the following terms have the meanings specified:

- 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 this RFP.
- 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 spend 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 RFP 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 RFP.
- 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. Proposers 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 submits a proposal for this RFP.”
- 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.
- 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.
- 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 the contract awarded as result of this RFP, to the TRS provider after the PUCT approves each invoice.
- 21) “**TRS Account Manager**” means the individual responsible for all relay services within the State of Texas, including all subcontracted relay services provided by the contract awarded as a result of this RFP.
- 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 RFP.

SECTION 3 – 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.

SECTION 4 – ELIGIBILITY AND EVALUATION CRITERIA

4.A. EEO and HUB Statement

The PUCT is an equal employment opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, veteran status, age, or disability in employment or in the provision of services. This commitment extends to Proposers, vendors, and their employees as well.

The PUCT encourages Historically Underutilized Businesses (HUBs) to compete for this award.

4.B. Minimum Eligibility Requirements

4.B.1. To pass the initial screening criteria, proposals must demonstrate that the Proposer has a minimum of ten (10) years of experience similar to that described in Section 3, Statement of Work.

An entity or company with fewer than ten (10) years of experience as an entity is eligible to submit a proposal if each key member of the proposal team, including subcontractors, has ten (10) years of experience.

Additionally, proposals must:

- meet all deadlines set out in this RFP;
- follow the appropriate process for submitting proposals (see Section 6 of this RFP, Required Components and Format);
- include all required components described in this RFP (see Section 6); and
- meet all format requirements set out in this RFP (see Section 6).

4.B.2. Under Texas law, vendors may be barred from participating in state contracts that are subject to Texas Government Code Chapter 2155, Subchapter B (General Purchasing Requirements, Procedures, and Programs). Texas Government Code § 2155.077. If a Proposer is barred from participating in state contracts, its proposal will be disqualified and will receive no further consideration.

4.B.3. The PUCT is required to purchase goods and services that provide the best value to the state. Texas Government Code § 2155.074. To that end, the PUCT will review information in the statewide Vendor Performance Tracking System regarding Proposers' past performance. Any of the following conditions may result in a Proposer being disqualified from consideration for this RFP:

- having a score of less than a C in the Vendor Performance Tracking System;
- currently being under a corrective action plan through the Texas Comptroller of Public Accounts;
- having repeated negative Vendor Performance Reports for the same or similar reason; or
- having purchase orders that have been cancelled in the previous 12 months for non-performance (for example, late delivery or failing to meet quality standards).

4.C. Evaluation Criteria

The PUCT will make the selection and award on the basis of the Proposer's demonstrated knowledge, competence, and qualifications to provide the services described in Section 3, Statement of Work. A description of the categories under which each proposal will be judged, and the percentage of weight given to each category are as follows:

- **Proposal Substance – 40%**
 - Proposal demonstrates a clear understanding of the objectives, as described in Section 3 – Statement of Work.
 - Proposed approach is both thorough and practical.
 - Proposed approach for meeting objectives is desirable.
 - Conditions included in the proposal are acceptable.
 - Consideration will be given to executable designs, supported by industry experience.
- **Competence and Knowledge – 40%**
 - Competence and experience are demonstrated by the qualifications described in the proposal.
 - Management structure is well-suited to the objectives described in Section 3 – Statement of Work.
 - The Proposer has the capacity and financial resources to perform the contract and meet deadlines without delay or interference.

- The proposal demonstrates the team’s qualifications and experience, drawing on lessons learned and best practices.
- Assigned staffing for prime and subcontractors is desirable to meet the objectives described in Section 3 – Statement of Work.

- **Proposed Compensation – 20%**

4.D. Texas Vendor Preference

All other factors being equal, preference will be given to a Proposer who meets one or more of the following criteria:

- Proposer is incorporated in Texas;
- Proposer’s principal place of business is in Texas; or
- Proposer has an established physical presence in Texas.

Proposers who may qualify for the Texas Vendor Preference should provide information establishing the applicable criteria as part of the proposal package.

4.E. References

The PUCT may check references as part of the evaluation process. This is a pass/fail criteria and may be conducted at any time between receipt of a proposal and acceptance or rejection of a proposal. Information gained through reference checks can be used as grounds for disqualification of a proposal if the information casts doubt upon the ability of the Proposer to successfully meet the objectives of the RFP. However, any information obtained through a reference check that is discriminatory on the basis of race, color, religion, sex, national origin, sexual orientation, veteran status, age, or disability will not be considered.

SECTION 5 – SCHEDULE AND PROCESS

5.A. Anticipated Schedule

Disclaimer: Dates are subject to change at the PUCT’s discretion. Changes to Proposer deadlines will be posted on the Electronic State Business Daily (ESBD) website and the PUCT’s Procurement webpage, along with any other RFP modifications and addenda. It is the Proposer’s responsibility to periodically check the websites prior to submitting a proposal. A Proposer’s failure to review additional information posted on the ESBD and PUCT websites will not release the Proposer from requirements described in those postings and could result in disqualification of a proposal or additional costs to meet the requirements of the contract should the Proposer be selected for the contract.

PUCT Procurement Webpage: <http://www.puc.texas.gov/agency/about/procurement/Default.aspx>

ESBD Website: <http://www.txsmartbuy.com/esbd>

<u>Event</u>	<u>Anticipated Date</u>
RFP Release	October 1, 2024
Last day to submit written questions regarding the RFP	October 4, 2024, 9 am CT

Deadline for PUCT to post answers to written questions	October 9, 2024
Deadline for submission of proposals	November 1, 2024, 9 am CT
Post-proposal interviews or presentations, if required	November 7, 2024
Staff recommendation for selection	November 11, 2024
Selection approved	November 12, 2024
Contract negotiations	November 2024
Contract period begins	December 1, 2024

5.B. PUCT Contact Person

Gina Singleton, CTCD, CTCM, is the only permitted PUCT point of contact regarding this RFP. Contact or attempted contact with other PUCT employees, including commissioners and their staffs, may result in a Proposer’s immediate disqualification. Proposers will be notified if circumstances require a designated substitute contact for this RFP.

5.C. Process for Asking Questions

The PUCT will only accept written questions and requests for clarification. Requests must be sent by email to RFPCorrespondence@puc.texas.gov, attention: Gina Singleton, CTCD, CTCM. Inquiries and comments must reference RFP No. 473-24-00007.

The PUCT aims to answer all questions within two business days after receipt. Answers to all questions will be provided through an addendum posted on the ESBD and agency procurement websites.

5.D. Process for Submitting Proposals

5.D.1. Proposers must submit their proposals by email to RFPCorrespondence@puc.texas.gov before the stated closing date and time. Proposals will not be considered if received in the RFPCorrespondence@puc.texas.gov after 9:00 am, central time, on November 1, 2024. All required information must be provided at that time. Supplements will only be allowed if information is requested by the PUCT after the closing date of the RFP.

Gina Singleton, CTCD, CTCM, or her designated substitute will file the sealed proposals confidentially in Project Number 56436 with the PUCT’s Central Records Division.

5.D.2. Confidential filing is required because this RFP is conducted using a sealed bid process. Confidential filing does not guarantee confidentiality after the RFP has ended and a contract has been executed. Any portion of the proposal considered to be confidential after the RFP has been cancelled or a contract has been awarded (for example, trade secrets) must be marked with the word, “**CONFIDENTIAL**” in all-caps and bold on each page considered to contain confidential information.

5.D.3. Proposers are advised to seek legal counsel regarding the best way to protect any trade secrets or other proprietary information.

5.D.4. For more information about how the PUCT will respond to PIA requests relating to this RFP, please see Section 7.C. of this RFP, Public Information Act Notice.

5.E. PUCT's Standard Process for Selecting Vendors

5.E.1. The PUCT will assemble an evaluation team that will begin proposal evaluation as soon as practicable after the submission deadline. Evaluation team members will score each proposal individually based on the factors of Proposal Substance and Competence and Knowledge, described under Section 4.C. of this RFP, Evaluation Criteria. Maximum point values will be assigned to each scoring factor according to the percentage of weight given to that factor and evaluators will assign a point value up to the maximum allowed for each factor. The purchaser will calculate scoring for compensation. The compensation score will be calculated using the following formula: Compensation Score = (Lowest Price / Price of Response Being Evaluated) x Maximum Number of Available Points for Compensation. Evaluation team members will not have access to compensation information while they are reviewing and scoring the proposals.

5.E.2. After individual scoring, the evaluation team will email their scoring sheets to the purchaser. The purchaser will review the individual scoring sheets and compile a summary scoring sheet combining all evaluation team scoring and including the compensation scoring to calculate overall scores.

5.E.3. After overall scores are calculated, the evaluation team, with guidance from the purchaser, will then take one of the following actions: recommend selection of a specific Proposer, gather more information before selecting a specific Proposer; or recommend that the RFP be withdrawn or reposted.

5.E.4. If the evaluation team needs more information to make a decision, the PUCT may request any of the following from one or more Proposer: additional information or clarification, an oral presentation, or a best and final offer. Additional information, clarification, oral presentations, or best and final offers will be used to re-score proposals, based upon the same criteria used to score the initial proposals, unless different criteria is specified by the purchaser when the additional information is requested.

5.E.5. The PUCT may require selected Proposers to participate in conference calls, attend meetings in Austin, Texas, give presentations, or participate in all of these activities to provide additional information about their proposals. Any cost associated with any such call, meeting, or presentation will be borne solely by the Proposer.

5.E.6. If clarification, presentations, or best and final offers are requested, the evaluation team may request the clarification, presentations, or best and final offers from the top-ranked Proposer or Proposers only, or all of the Proposers, at the discretion of the evaluation team.

5.E.7. Final recommendations will be presented to the Executive Director of the PUCT. The Executive Director may do one of the following: approve the recommended selection in whole or in part; disapprove the recommendation; or defer action on the selection.

5.E.8. The PUCT will begin contract negotiations shortly after the Executive Director approves a recommendation to select a specific Proposer. The PUCT may negotiate all portions of any

proposal, including, but not limited to: the proposed fee, a final schedule for performance to be incorporated into the contract, and any terms of the contract.

5.E.9. The PUCT will notify each Proposer of the final action taken upon execution of the contract with the selected Proposer.

5.E.10. No questions about the status of the proposals will be answered while proposals are under evaluation.

5.E.11. The PUCT may reject any and all proposals, amend this RFP, or cancel this RFP at any time. After the proposal due date, the PUCT will only notify Proposers who submitted a proposal prior to the proposal submission deadline of amendments to the RFP.

SECTION 6 – REQUIRED COMPONENTS AND FORMAT

6.A. Components

Proposals must include all required attachments and certifications. The PUCT will not accept attachments or certifications submitted after the proposal deadline. Proposals that do not include all required information will be considered non-responsive and will be disqualified.

Proposals must include the contents described in 6.A.1 through 6.A.10 with each section clearly defined on a table of contents page.

6.A.1. Statement of the Requirements

In this section, each Proposer must succinctly state its understanding of the RFP's requirements and describe how it would perform the tasks described in Section 3, Statement of Work.

6.A.2. Competence and Knowledge

Each proposer must provide a detailed work plan to demonstrate how it intends to fulfil the requirements identified in Section 3, Statement of Work. The proposal must include an organizational chart identifying functions and reporting relationships of the personnel who will be assigned to this work. The Proposer should also describe any prior experience Proposer's organization has in providing similar services.

6.A.3. Qualifications

For each person a Proposer identifies to perform the work described in this RFP, the Proposer must provide a detailed resume that describes the services they would perform, their qualifications, and their experience.

6.A.4. Compensation

Each Proposer must propose pricing to provide the services identified in Section 3, Statement of Work.

Compensation for the services identified in Section 3, Statement of Work must be proposed as a firm fixed price.

Unless otherwise approved in writing by the PUCT, payments will be made based upon the invoicing and payment terms of the resulting contract. The PUCT will not reimburse any out-of-pocket expenses or expenses not contemplated at the time of contract execution.

Proposer must demonstrate how elements of the price correspond to elements of the proposed work plan.

6.A.5. References

Each Proposer must provide at least three references. Proposers must include a phone number and email address for each reference.

The PUCT prefers references from clients for whom the Proposer has performed similar work, including other state commissions or boards.

Proposers must not use the PUCT or any individuals employed by the PUCT as a reference.

6.A.6. Conflicts Statement

Proposers must be neutral and impartial, must not be an entity that has a specific interest in the PUCT's regulation, and must not have a direct financial interest in the provision of electric, telephone, water, or sewer service in the state of Texas. No entity that has a direct interest in the PUCT's regulation, other than as a consumer of electric, telecommunication, water, or sewer service in the State of Texas, may submit a proposal.

Proposers having a conflict of interest, as determined by the PUCT will not be eligible for contract award. Proposers may also be disqualified if there are facts that would create an appearance of impropriety, even if no actual conflict exists.

The PUCT will determine whether a conflict of interest or an appearance of impropriety exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. The PUCT is the sole arbiter of whether a conflict or an appearance of impropriety exists.

The requirements for the conflicts statement are as follows:

- It must be signed and notarized by the highest-ranking officer of Proposer's entity having responsibility for vetting corporate conflicts of interest.
- It must identify any personal or business relationships of Proposers, including all employees and subcontractors of Proposers, with: any electric, telecommunications, water, or sewer utility, or any utility affiliate operating in Texas; any entity having a pending application at the PUCT to enter the Texas retail electric market, telecommunications market, water utility market, or sewer utility market; and any entity likely to have a direct interest or be a participant in the anticipated change-in-control proceedings that are the subject of this RFP. It must identify the extent, nature, and time aspects of those relationships.
- If a Proposer does not have any known or potential conflict of interest or appearance of impropriety, the conflicts statement must include a statement that there is no known or potential conflict of interest or appearance of impropriety. Failure to provide either a statement describing potential conflicts of interest or appearances of impropriety or a

statement that no potential conflict or appearance of impropriety exists will automatically disqualify the Proposer.

- The conflicts statement must address how the Proposer intends to address any known conflicts of interest or appearance of impropriety.
- The conflicts statement must address how the Proposer intends to ensure that no interest may arise as a result of its activities or those of its parent, affiliate, or other related entity that will conflict with the Proposer's duty should it be selected to provide the services described in Section 3, Statement of Work.
- The conflicts statement must identify a Proposer's lobbyists who are registered or required to register with the Texas Ethics Commission and their compensation. The conflicts statement must also describe any involvement the Proposer's lobbyists will have in connection with this engagement or electric utility, telecommunication utility, water utility, or sewer utility legislation or policy.
- The conflicts statement must identify any owner, executive, board member, employee, or subcontractor of Proposer who has been employed by the PUCT or another state agency in Texas fewer than four years ago. If any individual is identified under this provision, the conflicts statement must disclose: 1) the former PUCT or state agency employee's name and current position with Proposer; 2) the name of the state agency; 3) the nature of the previous employment with the state agency; and 4) the dates the employment ended with the state agency and began with Proposer. The PUCT is restricted in its ability to enter into contracts with individuals and entities that employ these individuals under some circumstances. *See* Texas Government Code Section 669.003.
- The conflicts statement must certify either that the Proposer does not employ an individual who has been employed by the PUCT or another agency of the State of Texas at any time during the two years preceding the submission of the proposal or that it has disclosed in its proposal the following: (i) the nature of the previous employment with the PUCT or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination. The PUCT is restricted in its ability to enter into contracts with individuals and entities that employ certain individuals under some circumstances. *See* Texas Government Code §§ 2254.033 and 2252.901.
- If the circumstances described by a Proposer change or additional information is obtained subsequent to the submission of proposals, the Proposer must supplement its conflicts statement as soon as reasonably possible upon learning of any change to their statement. If a supplement to the conflicts statement is required after the deadline for submission of proposals, the supplement is exempt from the requirement that all proposal documents must be submitted before the deadline in order for the proposal to be considered.
- The PUCT encourages Proposers to provide complete disclosure of any matters that might be considered a conflict of interest or appearance of impropriety. The PUCT may consider

completeness of disclosure in evaluating whether a conflict of interest or an appearance of impropriety exists.

6.A.7. Historically Underutilized Business (HUB) Certification and HUB Subcontracting Plan (HSP)

Any Proposer that is HUB certified by the Statewide Procurement Division (SPD) of the Comptroller of Public Accounts (CPA) or one of its predecessors must submit a copy of its HUB certificate.

Additionally, the PUCT has determined that subcontracting opportunities may be available under this contract. Therefore, all Proposers, including State of Texas certified HUBs, must complete and submit a State of Texas HSP with their proposal if the total dollar amount of the proposal response is \$100,000 or more.

Proposers can find HSP forms and instructions on the Texas CPA website at: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Responses that do not include a completed HSP will be rejected as required by Texas Government Code § 2161.252(b).

6.A.8. Certifications.

Each proposal must contain a signed statement with the following certifications:

- The Proposer has made a good faith effort to ensure all statements and information Proposer submitted in response to this RFP are current, complete, and accurate. The Proposer represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a proposal with a false statement or making material misrepresentations during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract.
- The Proposer has not given nor offered to give, and does not intend 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 proposal.
- The Proposer is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- The Proposer, the firm, corporation, partnership, institution, or other legal entity represented by the Proposer, and anyone acting for such a firm, corporation, partnership, institution, or other legal entity, have not, in connection with this RFP:
 - Violated the antitrust laws of this state or federal antitrust laws;
 - Communicated directly or indirectly the bid made to any competitor or other person engaged in such line of business; or
 - Otherwise violated 15 U.S.C.§1, *et. seq.*, or Texas Business and Commerce Code § 15.01, *et.seq.*

- Under Texas Government Code § 2155.004, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

(A Proposer is ineligible to receive a contract award if the Proposer is “a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.” *See* Texas Government Code § 2155.004(a).

- The Proposer is in compliance with Texas Government Code § 669.003, relating to contracting with the current or former executive head of a state agency.
- Under Texas Government Code §§ 2155.006 and 2261.053, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate.

(A Proposer is ineligible to receive a contract award if the Proposer has violated certain laws or been subject to certain penalties in connection with hurricane relief, recovery, or reconstruction efforts. *See* Texas Government Code §§ 2155.006 and 2261.053.)

- Under Section 2155.0061, Government Code, the Proposer certifies that the individual or business entity named in this bid or 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. (A Proposer is ineligible to receive a contract award if the Proposer has been convicted of any offense related to the direct support or promotion of human trafficking within five years prior to the award of the contract.)
- Under Texas Family Code § 231.006, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive payment under the proposed contract and acknowledges that any contract resulting from this proposal may be terminated and payment may be withheld if this certification is inaccurate.

(A child support obligor who is more than 30 days delinquent in paying child support, or a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent, is not eligible to receive payments from state funds under a contract to provide property, materials, or services. *See* Texas Family Code § 231.006(a).)

- If a Proposer includes a Texas address in its proposal, the Proposer must certify whether or not it qualifies as a Texas Resident Bidder, as defined in Texas Government Code § 2155.444(c).
- Proposer represents and warrants that it is not aware of any court or government agency actions, proceedings or investigations pending or threatened against Proposer or any of the individuals or entities included in the proposal within the five calendar years immediately preceding the submission of the proposal that would impair Proposer’s performance under

the contract, relate to the solicited or similar goods or services, or otherwise be relevant to the PUCT's consideration of the proposal. If Proposer is unable to make the preceding representation and warranty, then Proposer instead represents and warrants that it has included as a detailed attachment in its proposal a complete disclosure of any such court or governmental agency actions, proceedings or investigations. In addition, Proposer represents and warrants that it will notify the PUCT in writing within five business days of any changes to the representations or warranties in this clause and understands that failure to timely update the PUCT may result in the Proposer's disqualification at the PUCT's sole discretion, or if during the performance of the contract, will constitute a breach of contract and may result in immediate termination of the contract for cause at the PUCT's sole discretion.

- Pursuant to Texas Government Code § 2275.0102, Proposer certifies that neither it nor its parent company, nor any affiliate of Proposer 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.

6.A.9. Evidence of Financial Capability.

Proposer must provide evidence of financial capability. The preferred evidence of financial capability is an audited financial statement, if Proposer has a current audited financial statement available or if it is practicable to obtain one for the proposal. If no audited financial statement is available, Proposer must demonstrate its financial capability in whatever manner it deems appropriate. Evidence of financial capability will be considered in evaluating the competence of the Proposer.

6.A.10. Other Required Items

- Any Proposer incorporated in Texas must include a copy of its current franchise tax Certificate of Good Standing, issued by the Texas State Comptroller's Office, and the corporation's charter number, issued by the Texas Secretary of State's Office.
- Each Proposer must provide its 9-digit Federal Employer's Identification Number (EIN) or its 5-digit State of Texas Vendor's Identification Number (VIN).
- Each Proposer must provide the name and social security number of each of the following, as applicable: an individual or sole proprietor; or each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the proposal.

Proposers may decline to provide social security numbers at the time of submission but will be required to provide the information before the contract is executed.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of each applicable SSN is required under Texas Family Code §§ 231.006(c) and 231.302(c)(2). The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Texas Family Code § 231.302(e).

6.B. Format Requirements

6.B.1. Information Sheet – The first page of the proposal submission must be an information sheet that clearly states: the name of the Proposer, the name address, and telephone number of the Proposer’s point of contact, the project number, and the RFP title and number. The information sheet will be the only portion of the proposal that is not filed under seal. Information sheets must be filed publicly in Project No. 56436.

6.B.2 Copies and Price Information – Proposers must submit four versions of their proposals: one PDF and one Word version with the compensation component, and one PDF and one Word version without the compensation component. The PDF copy with the compensation component must be clearly marked “Original” and include all required signatures and notarized statements.

Price information must be excluded from one PDF and one Word version. This requirement is to allow the evaluation team to review proposals for the evaluation factors of Proposal Substance and Competence and Knowledge only. Each proposal will separately be given a score for pricing and that score will be applied to the scoring matrix to ensure that price does not inadvertently influence the evaluation of the other factors.

The copies of the proposal must be identical to the original except for the omission or redaction of the price information and the Word version rather than PDF file format.

6.B.3. Proposers are prohibited from using the Texas State Seal or the PUCT Seal in or on the proposal.

6.B.4. Proposals must not contain any extrinsic items, such as promotional items or other things not contemplated in this RFP.

6.B.5. Page Limit – Proposals must be limited to 75 pages, including all attachments and certifications, but excluding financial capability submittal or writing sample (if required). The PUCT may reject any proposals longer than 75 pages without review. In any case, evaluation team members will not be provided any pages past the 75th page.

SECTION 7 – CONDITIONS

7.A. Irrevocable Offer

Proposals may be withdrawn in writing before the deadline for receipt of proposals. After the deadline, a proposal becomes an irrevocable offer to provide the services described in Section 3, Statement of Work, with the terms and conditions specified in Attachment A. The offer is irrevocable for the shorter of a period of 90 days from the RFP closing date or until a contract resulting from this RFP is signed. The PUCT will not return withdrawn proposals.

7.B. Proposals are the Property of the PUCT

All proposals and copies of proposals, as well as any best and final offer, and any records provided to the PUCT by the Proposer associated with the evaluation of the proposal, will become the property of the PUCT after receipt and will be retained in accordance with the PUCT’s records retention schedule.

7.C. Public Information Act Notice

Following the award of a contract, all proposals are public information and subject to release. If the PUCT receives a request for any information submitted to the PUCT in connection with this RFP, the PUCT will follow the requirements of the Texas Public Information Act (Texas Government Code Chapter 552). This includes notifying Proposers and the Office of the Attorney General if information that the PUCT knows Proposer considers to be confidential is requested under the Texas Public Information Act. The PUCT assumes no obligation to assert legal arguments on behalf of a Proposer. The PUCT may release portions of proposals and other information provided by a Proposer without notifying the Proposer if the information is not conspicuously marked “confidential” on each page.

A copy of the contract resulting from this RFP will be posted on the PUCT’s public website. Information in PUCT contracts is public information unless it is made confidential by law. *See* Texas Government Code § 552.022(a)(3).

7.D. Publicity

Proposers are prohibited from making any public disclosures or news releases pertaining to this RFP, any resulting contract, or any results or findings based on information provided or obtained to fulfill the requirements of this RFP or resulting contract. This prohibition may only be waived by prior written approval of the PUCT for the specific disclosure or news release.

7.E. No Proposal Costs Reimbursed

Neither the PUCT nor the State of Texas will reimburse any Proposer for any costs related to: preparing a response to this RFP, preparing a best and final offer, providing additional information requested as part of the evaluation of proposals, or making any presentation requested as part of the evaluation of proposals.

7.F. Contract Terms and Conditions

Any contract resulting from this RFP will use the standard general terms and conditions found in Attachment A to this RFP unless changes are negotiated among the Parties prior to execution of the contract. Many of the terms and conditions are required by law, and the PUCT will not negotiate when a term or condition is required by law. **Proposers must include any requested changes to the terms and conditions in their proposals.**

7.G. Vendor Performance Tracking System

At the end of any contract resulting from this RFP, and at any time during the contract period, the PUCT will input information into the Vendor Performance Tracking System regarding the contractor’s performance and whether the contractor satisfied the best value standard for this contract. This information is public and other state agencies seeking goods or services are required, under most circumstances, to use the information in the Vendor Performance Tracking System to determine whether or not a particular vendor will meet the best value standard for the purchase of the goods or services.

ATTACHMENT A –General Terms and Conditions for Proposed Contract

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 this RFP.
- 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 RFP 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 RFP.
- 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. Proposers 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 submits a proposal for this RFP.”
- 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.

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.

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 the contract awarded as result of this RFP, to the TRS provider after the PUCT approves each invoice.

21) “**TRS Account Manager**” means the individual responsible for all relay services within the State of Texas, including all subcontracted relay services provided by the contract awarded as a result of this RFP.

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 RFP.

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, as follows: [PUCT will insert summary of payment terms in final 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 the 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 instruct 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.

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 Contactor 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. Contactor must make all records available to the PUCT, PUCT's designee, or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT contract administrator.

2.7 Sole Compensation. Payments under this Article are Contactor's sole compensation under this contract. Contactor 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. Contactor 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. Contactor 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. Contactor designates its contract administrator as follows: [Insert Designee(s) Here]

3.3 Reporting. Contactor must report directly to the PUCT contract administrator and must perform all activities in accordance with the reasonable instructions, directions, and requests conveyed to Contactor 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. Contactor 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. Contactor 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. Contactor 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. Contactor 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. Contactor 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 its own employees [or intends to perform the Services required under this Contract using the following 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. 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 December 1, 2024, and will continue in effect until November 30, 2026, with an option for two (2), 1-year extensions as agreed upon by the parties, unless sooner terminated under Sections 6.2 or 6.3 of this Contract.

6.2 Termination for Cause by the PUCT. 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 convenience.

6.3 Termination for the Convenience of the PUCT. 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. In the event that this Contract expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it will end; provided that the provisions of Sections 2.3 through 2.6, 3.5, 4.2, 6.5, 6.6, 7.5, 9.2, 9.4 through 9.6, 17.2 and 19.1 through 19.4, and Articles 1, 10, 11, 12, 14, 15, 16, 20, 21, 23, and 27 will survive in their entirety.

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. The PUCT reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout

the term of the contract to incorporate any modifications necessary for the PUCT's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

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.

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.

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. Contractor hereby acknowledges and agrees that the trademarks remain the exclusive property of the PUCT, that all right, title and interest in and to the trademarks is exclusively held by the PUCT, and all goodwill associated with such trademarks inures solely to the PUCT.

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 9.6 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 or any 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.

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

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 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.

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, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit;
- 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 named 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. The PUCT shall not be liable for any taxes resulting from the contract.

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

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 and prohibitions. 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 the RFP, 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.

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. Contractor certifies that Contractor is not ineligible to receive this contract under Texas Health and Safety Code § 161.0085.

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.

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.

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 or 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 affixed 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 Gina Singleton, CTCD, CTCM, at the same address.

IF TO CONTRACTOR:

ATTENTION:
ADDRESS
CITY, STATE, ZIP CODE

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 acknowledgments. 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: [list]

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. 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, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised of the facts and circumstances surrounding the conviction.

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 attachments or exhibits, the following are given preference in the order listed below:

- 1) The terms and conditions of this contract;
- 2) The Statement of Work, including any exhibits;
- 3) The Request for Proposals;
- 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. 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 29. ENTIRE AGREEMENT

This contract, including the Statement of Work, 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 [DATE].

The Public Utility Commission of Texas

Contractor

By:

By:

Connie Corona
Interim Executive Director

Name
Title

Date Signed: _____

Date Signed: _____

ADDENDUM 1
TO
REVISED RFP 473-24-00007
TO PROVIDE RELAY ACCESS SERVICES

Proposers' Questions

1. RFP page 5, section 3.1.B states that “Proposers must offer Captioned Voice Carryover (VCO) telephone service as part of their proposals.” In the 2020 RFP, it defined Captioning Voice Carryover (VCO) as “a service that allows a person with a CapTel telephone to both hear the other person and display captions of what the other party in the conversation is saying.”

Will the State please confirm that this definition remains applicable in the 2024 RFP?

Response: Captioning Voice Carryover (VCO) is a service that allows a person to simultaneously hear a voice over a telephone and read captions of what is being said. As clarified in *Revised RFP 473-24-00007 Addendum 1*, this service is no longer being *required* as part of the Statement of Work, but it is preferred. If you choose to include VCO in your proposal, please provide separate pricing for this service.

2. Will the State please provide traffic data by month for the past two years, including the following:
 - The number of session and conversation minutes for Intrastate calls for both TRS and CapTel
 - The number of session and conversation minutes for Interstate calls for both TRS and CapTel
 - Can this data be broken out to show Spanish and STS usage?

Response: See Attachment 1.

3. Thank you for releasing the RFP to provide Relay Access Services to the state of Texas. We received the RFP on Wednesday, October 3rd in the afternoon. The Event timeline indicated the original release date was October 1, 2024. Since the RFP was released on October 3rd, will the state extend the RFP clarification questions from bidder(s) to Thursday, October 10. This will enable the functional groups to thoroughly review the RFP and provide the appropriate questions to the State.

Response: The PUCT declines to extend the deadline. The email that was sent to all potential bidders that are on the centralized masters bidders list stated that the last day to submit questions was October 8, 2024.

4. On Page 6, Disaster Recovery Plan, we would like to request the change of the verbiage to the following:

“The TRS provider must notify the PUCT Contract Administrator of any customer-impacting events that result in a disruption of service lasting more than 30 minutes. The TRS provider must provide such notification within three hours of the time the disruption has been reported to the provider's operations management group.”

Response: The PUCT declines to make this change.

5. On Page 10, Section 24. Average Answer Time:

“The proposed average speed of answer (ASA) times must not exceed 5 seconds 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.”

With TRS call volumes continuing to decline, it is very difficult to answer calls with an ASA requirement of 5.0 seconds daily. Would the state please change this requirement to the FCC mandatory minimum requirement for Speed of Answer, as outlined in 47 C.F.R. 64.604.b.2.ii, to answer 85% of all calls within 10 seconds by any method which results in the call immediately being placed, not put in a queue or on hold, measured on a daily basis?

Response: The PUCT agrees to make this change and has revised the RFP accordingly.

6. Multiple places throughout the RFP document, ex: Page 17 – Section: A. Mandatory Records Maintenance.

“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. Vendor will no longer provide Texas CapTel service after November 30, 2024.”

Would the state please remove all the references and requirements regarding the Captioned Telephone service. The Voice Carry Over (VCO) is a separate service which falls under TRS.

Response: The PUCT has revised the RFP to clarify that Captioned Voice Carryover (VCO) is no longer a required service under the Statement of Work, but it is preferred. If a Proposer chooses to offer this service, the Proposer must maintain its records. Please also see page 5, section 3.I.B., of *Revised RFP 473-24-00007 Addendum 1*.

7. Page 18 – Section: B. Monthly Reports. 16. Texas Weighted ASA.

Due to system upgrades and modernization, Vendor will no longer be able to report weighted ASA after November 30, 2024.

Would the state please remove the Weighted ASA requirement?

Response: The PUCT declines to make this change, as it is important to see where the ASA is not meeting standards.

8. Page 18 – Section: B. Monthly Reports.

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;
- (c) ASCII calls;
- (d) Voice calls;
- (e) Voice carryover calls;
- (f) Hearing carryover calls;
- (g) Deaf-blind ASCII;
- (h) Deaf-blind Baudot;
- (i) Speech-to-speech calls by speech-disabled; and
- (j) Sub-total of each.

Vendor has an outstanding petition with the FCC filed on 6/16/2023 to waive the mandatory minimum requirement to provide ASCII calls.

Would the state remove the requirement to provide ASCII and Deaf-Blind ASCII? Vendor will provide the mandatory minimum required ASCII service until such waiver is granted by the FCC. Other TRS providers support Vendor's petition.

See the petition here: <https://www.fcc.gov/ecfs/search/search-filings/filing/106161618223758>

Response: The PUCT agrees only to the extent a waiver has been granted by the FCC and has revised the RFP accordingly.

9. Page 18 – Section: B. Monthly Reports.

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 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;
- (c) ASCII calls;
- (d) Voice calls;
- (e) Voice carryover calls;

- (f) Hearing carryover calls;
- (g) Deaf-blind ASCII;
- (h) Deaf-blind Baudot;
- (i) Speech-to-speech calls by speech-disabled; and
- (j) Sub-total of each.

In conjunction with the petition to the FCC to waive ASCII as a mandatory minimum requirement, Vendor will no longer support the Turbocode protocol. Turbocode is not an FCC mandatory minimum required protocol.

Would the state remove the requirement to provide the Turbocode protocol?

Response: The PUCT agrees only to the extent a waiver has been granted by the FCC and has revised the RFP accordingly.

10. Page 19 – Section: B. Monthly Reports. 17. Texas Weighted Service Level
Due to system upgrades and modernization, Vendor will no longer be able to report weighted Service Level after November 30, 2024.

Would the state please remove the Weighted Service Level requirement?

Response: The PUCT declines to make this change. However, Proposer(s) may explain in the proposal(s) the reasoning for this request.

11. Page 19, Section C.(ii):

Contractor must provide notification to the PUCT Contract Administrator of actual or suspected waste, fraud, abuse, or other potential misconduct in writing within seven working days of discovery.

Could you please change “seven working days” to “within two weeks of discovery” to allow for time to confirm any suspected activity?

Response: The PUCT agrees and has revised the RFP accordingly.

12. Page 20 – Section VI. Pricing Proposal – Section C. The state requested 2-year base period with two 1-year extension options.

Will the state agree that extensions beyond the first two-year term will be done by mutual written agreement of the parties? Vendor intends to negotiate in good faith for pricing for the extension options 6 months prior to the end of the base period as it is difficult for Vendor to forecast traffic volume beyond two years.

Response: The PUCT agrees and has revised the RFP accordingly.

Attachment 1**FY 2023 TRS_Captel**

	Sept. 22	Oct. 22	Nov. 22	Dec. 22	Jan. 23	Feb. 23	Mar. 23	Apr. 23	May '23	Jun. 23	Jul. 23	Aug. 23
TRS Min. of use - Session - Intra	18,043.50	18,155.00	16,423.00	17,305.70	20,324.30	18,848.60	16,863.50	15,109.10	15,028.00	17,065.10	14,459.50	16,210.50
TRS Min. of use - Session - Inter	6,213.30	6,357.40	5,775.00	5,805.60	8,368.70	8,252.50	7,343.20	8,446.60	8,414.10	7,404.10	7,241.60	8,335.50
TRS Min. of use - Conversation - Intra	12,598.10	12,967.40	12,069.80	12,668.20	15,310.70	14,204.60	12,403.00	11,440.90	11,346.90	12,868.50	11,142.70	12,518.80
TRS Min. of use - Conversation - Inter	4,875.50	5,084.60	4,527.40	4,634.80	7,163.30	6,876.00	6,261.60	7,272.40	7,177.00	6,402.50	6,308.40	7,273.70
CAPTEL Min. of use - Session - Intra	15,533.50	15,495.50	13,939.70	13,011.80	11,049.40	10,037.90	9,889.60	8,976.40	8,356.80	7,848.60	6,798.30	6,405.90
CAPTEL Min. of use - Session - Inter	1,357.40	1,629.40	1,665.00	1,668.30	1,650.20	1,467.70	1,427.70	893.90	979.80	1,101.80	1,478.90	849.40
CAPTEL Min. of use - Conversation - Intra	12,670.80	13,839.10	12,526.80	11,627.40	9,870.60	8,949.60	9,005.10	7,973.90	7,446.20	7,067.10	6,134.50	5,780.80
CAPTEL Min. of use - Conversation - Inter	1,265.70	1,549.70	1,588.60	1,518.40	1,544.10	1,399.10	1,353.70	829.20	902.90	1,033.30	1,397.80	772.50

Attachment 1**FY 2024 TRS_Captel**

	Sept. 23	Oct. 23	Nov. 23	Dec. 23	Jan. 24	Feb. 24	Mar. 24	Apr. 24	May '24	Jun. 24	Jul. 24	Aug. 24
TRS Min. of use - Session - Intra	16,699.90	13,829.50	11,730.70	14,577.60	19,201.50	13,863.00	11,335.90	17,871.90	11,419.80	15,051.60	19,220.40	14,811.20
TRS Min. of use - Session - Inter	7,767.80	5,765.70	5,453.30	6,647.90	8,732.10	6,839.40	4,973.40	7,838.10	6,326.90	7,682.30	9,410.20	8,862.70
TRS Min. of use - Conversation - Intra	12,999.20	10,509.40	8,708.10	10,983.80	15,645.30	10,915.70	8,639.80	12,942.10	8,714.00	11,311.30	13,981.40	11,308.10
TRS Min. of use - Conversation - Inter	6,786.90	4,742.10	4,668.60	5,658.20	7,720.30	5,840.00	4,288.70	6,738.00	5,411.40	6,194.50	8,103.60	7,411.00
CAPTEL Min. of use - Session - Intra	6,295.10	6,526.40	6,083.90	4,278.50	4,370.00	3,309.20	2,818.80	2,359.20	2,144.30	1,893.10	1,625.70	1,497.10
CAPTEL Min. of use - Session - Inter	1,081.50	1,150.50	624.00	786.90	865.20	832.50	616.70	531.00	412.20	183.70	141.40	158.90
CAPTEL Min. of use - Conversation - Intra	5,675.60	5,846.70	5,549.00	3,768.70	3,933.80	3,004.40	2,549.60	2,102.20	1,804.40	1,662.00	1,447.60	1,340.20
CAPTEL Min. of use - Conversation - Inter	1,000.50	1,067.40	575.10	723.50	815.50	769.20	553.40	478.80	390.30	171.40	135.60	151.00

Attachment 1**Speech to Speech**

FY2023			FY2024	
Sept. 2022	53.60		Sept. 2023	2,999.90
Oct. 2022	172.60		Oct. 2023	3,189.30
Nov. 2022	334.60		Nov. 2023	2,347.60
Dec. 2022	123.80		Dec. 2023	3,173.00
Jan. 2023	411.10		Jan. 2024	2,261.20
Feb. 2023	228.80		Feb. 2024	1,596.80
Mar. 2023	2,744.60		Mar. 2024	2,595.80
Apr. 2023	2,698.50		Apr. 2024	3,028.60
May 2023	2,476.30		May 2024	3,936.10
Jun. 2023	1,844.80		Jun. 2024	1,558.30
Jul. 2023	2,256.50		Jul. 2024	3,555.00
Aug. 2023	1,522.00		Aug. 2024	3,364.90

Attachment 1**Spanish Speech to Speech**

FY2023			FY2024	
Sept. 2022	907.20		Sept. 2023	907.20
Oct. 2022	778.70		Oct. 2023	457.00
Nov. 2022	553.70		Nov. 2023	454.90
Dec. 2022	581.20		Dec. 2023	263.10
Jan. 2023	1,324.90		Jan. 2024	414.90
Feb. 2023	363.00		Feb. 2024	264.00
Mar. 2023	406.70		Mar. 2024	179.00
Apr. 2023	1,049.40		Apr. 2024	117.80
May 2023	775.80		May 2024	71.60
Jun. 2023	616.40		Jun. 2024	118.70
Jul. 2023	320.20		Jul. 2024	168.40
Aug. 2023	654.20		Aug. 2024	194.40