

REQUEST FOR PROPOSALS FOR
Captioned Telephone Relay Services

ISSUING OFFICE

**Pennsylvania Public Utility Commission
Bureau of Technical Utility Services**

RFP NUMBER

PUC RFP 2024-1

DATE OF ISSUANCE

April 19, 2024

Small Diverse Businesses (SDB) and Veteran Business Enterprises (VBE) are encouraged to respond to this solicitation. If you haven't verified as an SDB or VBE within Pennsylvania, you may miss out on contracting opportunities designed to increase the Commonwealth's spending with SDBs and VBEs. These opportunities will be available for goods, services, information technology services and products, as well as design, engineering and construction contracts.

To review SDB and VBE program eligibility and for more information on seeking certification, please visit www.dgs.pa.gov and follow the links to "Small Diverse Business Program" or "Small Business Contracting Program" located under the "Businesses" heading. Direct customer assistance is also available from staff within the Bureau of Diversity, Inclusion, and Small Business Opportunities by calling 717-783-3119 or via email at gs-bdisbo@pa.gov.

**PUC RFP 2024-1
Captioned Telephone Relay Services**

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CALENDAR OF EVENTS

The Commission will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Pre-proposal Conference (SDB/VBE presentation)</p> <p>Microsoft Teams Need help? Join the meeting now Meeting ID: 275 014 168 930 Passcode: U3BTqZ</p> <hr/> <p>Dial-in by phone +1 267-332-8737,,88988835# United States, Philadelphia Find a local number Phone conference ID: 889 888 35# For organizers: Meeting options Reset dial-in PIN Recording or transcribing this meeting, in any manner including through a third-party application, may not occur without the consent of all participants, as required by law, and must adhere to Commonwealth policies. For more info click the legal link. Privacy and security</p>	<p>Issuing Office</p> <p>Potential Offerors</p> <p>BDISBO</p>	<p>Tuesday, May 7, 2024 2 p.m. Telephonic MS Teams</p>
<p>Deadline to submit Questions via email to Issuing Officer Melissa Derr at mderr@pa.gov.</p>	<p>Potential Proposers</p>	<p>April 30, 2024</p>
<p>Answers to Potential Proposer questions posted to http://www.puc.pa.gov/contact_us/request_for_proposals.aspx no later than this date.</p>	<p>Issuing Office</p>	<p>May 7, 2024</p>
<p>Monitor website http://www.puc.pa.gov/contact_us/request_for_proposals.aspx for all communications regarding the RFP.</p>	<p>Potential Proposers</p>	<p>Ongoing</p>
<p>Date the proposal shall be <u>received</u> by the Issuing Office.</p>	<p>Proposers</p>	<p>Monday, May 20, 2024 3 p.m.</p>

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (Proposers) sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Public Utility Commission (Commission), on behalf of the Commonwealth of Pennsylvania (Commonwealth), to satisfy a need for Captioned Telephone Relay Services (CTRS or Project) in the Commonwealth. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Proposers shall meet to be eligible for consideration; general evaluation criteria; and other RFP requirements.
- I-2. Issuing Office.** The Commission has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Melissa Derr**, Bureau of Technical Utility Services (TUS), at mderr@pa.gov (Issuing Officer). Refer all inquiries to the Issuing Officer.

First Class Mail for Issuing Office:

Pennsylvania Public Utility Commission
Bureau of Technical Utility Services
Melissa Derr
P.O. Box 3265
Harrisburg, PA 17105-3265

Overnight Street Address:

Pennsylvania Public Utility Commission
Bureau of Technical Utility Services
Melissa Derr
400 North St
3rd Fl. West
Harrisburg PA 17120

Phone: (717) 783-6171

- I-3. Overview of Project.** The Commission is seeking a contractor (the proposing vendor whose proposal is selected) to provide intrastate CTRS¹ in Pennsylvania. CTRS users receive both the voice to listen to the phone conversation and word-for-word captions of what is said to them. CTRS enables consumers to communicate using modern technology that relies, in part, on Internet Protocol. CTRS combines the spoken word

¹ References to CTRS to be provided pursuant to this RFP and a contract to provide CTRS in the Commonwealth are to intrastate CTRS regardless of whether the modifier “intrastate” is used.

with the printed word visible on telecommunications equipment during a telephone conversation. It also includes voice mail,² E-911, and other customary telecommunications services.

CTRS provide telephone transmission services that allow a person with a disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of a person who does not have a disability to communicate using voice communication services by wire or radio. The nature of the captioning is up to the prospective contractor so long as the requisite speed, accuracy, and reliability of the captioning is met or exceeded in accordance with all regulations, orders and directives of the Federal Communications Commission (FCC) dealing with captioned telephone relay service.

CTRS users are individuals with the ability to speak and be understood over captioned telephone technology and typically fall into one or more of the following categories:³

- Individuals with significant hearing loss.
- People who communicate with individuals who experience difficulty hearing over the telephone.
- Late-deafened individuals accustomed to using the telephone.
- Hearing aid and cochlear implant users of all ages.
- Individuals who are deaf and have understandable speech.

I-4. Objectives. All minimum standards, regulations, orders, and policies adopted by the FCC or this Commission are incorporated and required in this RFP whether or not they are specifically mentioned, named, or referred to in this RFP. Any future standards, regulations, orders, and policies that the FCC or the Commission may implement while this contract is in force shall apply and shall be adhered to by the contractor. In particular, all CTRS providers (contractors and subcontractors) shall comply with or exceed the FCC guidelines and mandatory minimum standards at 47 C.F.R. § 64.604.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **five-year, fixed term, fee-for-service contract ending June 30, 2029**, containing the Contract Terms and Conditions as shown in Part VI and Part VII. The RFP, the winning proposer's proposal, and the Questions and Answers published by the Commission on its website, shall be incorporated into the Contract.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

² An external answering machine or the voice mail service offered by the user's telecommunications provider.

³ The term "CTRS user" also may include the person calling someone with a CTRS-capable telecommunications device.

- I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.
- I-8. Questions & Answers.** If a prospective Proposer has any questions regarding this RFP, it shall submit the questions by email (**with the subject line “PUC RFP 2024-1 CTRS Question”**) to the Issuing Officer named in Part I, Section I-2 of the RFP. Questions may be submitted as they arise via email but no later than the date indicated on the Calendar of Events. The Issuing Officer shall post the official questions and answers to the questions at http://www.puc.pa.gov/contact_us/request_for_proposals.aspx on an ongoing basis until the deadline stated on the Calendar of Events.

When a Proposer submits a question after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Proposer to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date, the question and answer will be provided to all Proposers by posting the final question and answer on the website.

All questions and responses as posted to the website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-9**. Each Proposer shall be responsible to monitor the website for new or revised RFP information. The Issuing Office will not be bound by any verbal information, nor will it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office.

The Issuing Office will not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described in **Part I, Section I-26**.

- I-9. Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to eMarketplace at http://www.puc.pa.gov/contact_us/request_for_proposals.aspx. It is the Offeror’s responsibility to periodically check eMarketplace for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to eMarketplace as addenda to the RFP.
- I-10. Response Date.** To be considered for selection, electronic proposal submissions as described in **Part I, Section I-11** must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing

Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject (unopened) any late proposals.

I-11. Proposal Requirements.

A. Proposal Submission: To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Section I-11B**, providing a single electronic proposal with separate files **for the Technical Submittal; the Cost Submittal; the Small Diverse Business (SDB) Participation Submittal (SDB-2) (which must include either the SDB Utilization Schedule (SDB-3), Good Faith Efforts Documentation to Support Waiver Request (SDB-4 and SDB-5), or both) and the Veteran Business Enterprise (VBE) Participation Submittal (VBE-2) (which must include either the VBE Utilization Schedule (VBE-3), Good Faith Efforts Documentation to Support Waiver Request (VBE-4 and VBE-5), or both).** The electronic submission must be on CD, DVD or Flash drive in Microsoft Office or Microsoft Office compatible format and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The CD, DVD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD, DVD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix A** to this RFP) and the Proposal Cover Sheet is scanned and provided in a PDF version in the Offeror's electronically submitted proposal, the requirement will be met. For this RFP, the proposal must remain valid for days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a clearly identified revised electronic submission on CD, DVD or Flash drive marked as "Revised Proposal" which complies with the RFP requirements.

B. Proposal Format: Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the

Proposal. All cost data relating to this proposal and all Small Diverse Business and Veteran Business Enterprise cost data should be kept separate from and not included in the Technical Submittal. Offerors should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following **four** separate electronic files:

1. Technical Submittal, in response to **Part III**:
 - a. Complete, sign and include **Appendix B – Domestic Workforce Utilization Certification**; and
 - b. Complete, sign and include **Appendix C, Iran Free Procurement Certification Form**.
2. Cost Submittal, in response to RFP **Part IV**;
3. SDB Participation Submittal (SDB-2) (which must include the SDB Utilization Schedule (SDB-3), Good Faith Efforts Documentation to Support Waiver Request (SDB-4 and SDB-5), or both), in response to RFP **Part V**; and
4. VBE Participation Submittal (VBE-2) (which must include the VBE Utilization Schedule (VBE-3), Good Faith Efforts Documentation to Support Waiver Request (VBE-4 and VBE-5), or both), in response to RFP **Part V**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

I-12. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-13. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

- I-14. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.
- I-15. Prime Contractor Responsibilities.** The selected Offeror must perform at least 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.
- I-16. Proposal Contents.**
- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix D** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-17. Best and Final Offers (BAFO).

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
2. Request revised proposals;
3. Conduct an online auction; and
4. Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors which the Issuing Office has determined in accordance with **Part II, Section II-5** from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
3. Those Offerors whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in **Part II, Section II-4**, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any online auction shall have no effect upon the Offeror’s Technical Submittal.

I-18. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-19. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s

proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-20. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work.

I-21. Term of Contract. The term of the contract will commence on the Effective Date and **will end on June 30, 2029**. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-22. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any

- jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
 - H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
 - I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
 - J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
 - K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
 - L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-23. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

- I-24. Debriefing Conferences.** Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-25** of this RFP).

- I-25. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>., A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.
- I-26. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II

CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:
- A.** Be timely received from an Offeror (see **Part I, Section I-10**); and
 - B.** Be properly signed by the Offeror (see **Part I, Section I-11A**); and
 - C.** Contain a completed SDB Participation Submittal (SDB-2) (which must include the SDB Utilization Schedule (SDB-3), Good Faith Efforts Documentation to Support Waiver Request (SDB 4 and SDB-5), or both); **and** either (a) agree to meet the SDB participation goal in full or (b) receive an approved waiver from any unmet portion of the SDB participation goal; and
 - D.** Contain a completed VBE participation submittal (VBE-2) (which must include the VBE Utilization Schedule (VBE-3), Good Faith Efforts Documentation to Support Waiver Request (VBE 4 and VBE-5), or both); **and** either (a) agree to meet the VBE participation goal in full or (b) receive an approved waiver from any unmet portion of the VBE participation goal.
- II-2. Technical Nonconforming Proposals.** The four (4) Mandatory Responsiveness Requirements set forth in **Section II-1** above (A-D) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.
- II-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

The Commonwealth will not score the SDB and VBE Participation Submittals. Rather, Offerors must commit to meeting the SDB and VBE participation goals or make good faith efforts to meet the SDB and VBE participation goal as more fully explained in **Part V**. Although the SDB and VBE Participation Submittals will not be scored, the Issuing Office, in conjunction with BDISBO when necessary, will evaluate the SDB Participation Submittal, the VBE Participation Submittal, and additional required documentation to determine whether they have been completed in accordance with Part V and in a manner that demonstrates the Offeror is responsive and responsible.

II-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as **70 %** of the total points. Evaluation will be based upon the following:

1. Work Plan. Evaluation of plan to provide CTRS for Pennsylvania.

2. Prior Experience. Evaluation of prior projects, both for the company and for specific personnel assigned to the project, in providing CTRS.

3. Personnel Qualifications. Evaluation of educational and technical capability of personnel assigned to the project.

B. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

[RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

C. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **30 %** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

[RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

E. Iran Free Procurement Certification and Disclosure. Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix C, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

See the following web page for current Iran Free Procurement list:

[Iran-Free Procurement List | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

II-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

A. The total score for the technical submittal of the Offeror’s proposal must be greater than or equal to 75% of the **available technical points**; and

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee’s final technical scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.

C. The Issuing Office must select for contract negotiations the offeror with the highest overall score.

- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

III-1. Work Plan. Indicate your work plan to provide CTRS for Pennsylvania.

A. Minimum Standards. The proposal should provide details as to the methods of meeting the following minimum CTRS standards:

1. Provide CTRS 24 hours a day, 7 days a week, and 365 days a year. Explain how service will be maintained during scheduled and unscheduled maintenance periods, network and power outages, and outages otherwise attributed to acts of God. *See* Appendix D for the applicable service level agreement (SLA).
2. Develop and describe contingency plans for maintaining 24/7/365 operational status. Each potential contractor shall certify that it and its affiliates, suppliers, and subcontractors to be involved in the provision of CTRS meet or exceed the requirements set forth in Appendix E – Certification Relative to Business Continuity. This certification shall be renewed annually by the contractor. *See* Appendix E for the requisite initial and annual certification form. The requirement of 24/7/365 operation applies at all times and specifically during impairment of contractor’s service or of underlying supplier’s service regardless of whether the subcontractor is intrinsically involved in the CTRS service (*e.g.*, third-party call center, trunk lines, etc.) or is providing other goods or services (*e.g.*, power, manpower, etc.), including but not limited to:
 - i. Adequate and immediate auxiliary power for call center operation during commercial power failure;
 - ii. Adequate and immediate back-up or redundancy for service-affecting outages and disruptions, regardless of whether such outages or disruptions are scheduled, routine, maintenance-driven, otherwise unforeseen or unplanned, or attributed to Acts of God;
 - iii. Uninterruptible power supply; and
 - iv. Adequate and reliable network diverse routing capabilities for the movement of CTRS traffic, and the availability of alternate call centers to adequately serve related traffic demand.
3. Comply with P.01 Telephone Relay Service (TRS) industry standards. Traffic Reports indicating CCS (hundred call seconds) loads and grade of service on all CTRS trunks are due to the Commission by the 15th day of each month for the previous month’s traffic. *See* Appendix D for the applicable SLA.

4. Provide adequate and immediate auxiliary power for call center operation during commercial power failure. Provide adequate and immediate back-up or redundancy for service-affecting outages and disruptions, regardless of whether such outages or disruptions are scheduled, routine, maintenance-driven, otherwise unforeseen or unplanned, or attributed to acts of God. Develop and describe contingency plans for outages of contractor's service or of underlying suppliers – whether intrinsically involved in the CTRS service (*e.g.*, third-party call center, trunk lines, etc.) or providing other goods or services (*e.g.*, power, manpower, etc.) Prospective contractors shall explain how they will accomplish this, especially in the event of service disruptions.
5. Allow CTRS users to place all network call types supported by TRS which would, *e.g.*, include time division multiplexing or TDM-based calls as well as Internet Protocol or IP-based calls.
6. Make available to users the opportunity to speak with a Communication Assistant's (CA) supervisor in the event of an issue with service. Supervisors should be available 24 hours a day, 7 days a week, and 365 days a year for such matters. Minutes spent talking with supervisors are not compensable as CTRS minutes even if CTRS services are required to handle the communication. *See* Appendix D for the applicable SLA.
7. Provide a single toll-free access telephone number for CTRS users. All calling party calls to the call center shall be toll-free. *See* Appendix C – *Outsourcing Programs Using 800 Service* for information on opting into the Commonwealth's 800 Service contract. While CTRS is not an outsourced application, the contractor may be able to participate in the Commonwealth's 800 Service contract. Such participation is voluntary on the part of the contractor and the 800 Service provider.
8. Allow access to the call center via “711” abbreviated dialing.
9. Relay local, intrastate, interstate, and international calls that originate or terminate in Pennsylvania.
10. Impose no restrictions on a user for the length or number of calls placed through the CTRS center.
11. Appropriately reroute any TRS calls that are not CTRS calls, including but not limited to Voice-Carry-Over (VCO); Hearing-Carry-Over (HCO); Speech-To-Speech (STS); Video-Relay-Service (VRS); and Teletypewriter (TTY) calls, or any other non-CTRS call.
12. Provide 911/E-911 access to all users. Establish and maintain appropriate contacts and connectivity with the Pennsylvania Public Safety Answering Points (PSAPs).

13. Provide CTRS in English and Spanish for users who use either English or Spanish as the language of preference for the relay call. Translation from one language to the other is not required.
14. Provide 3-way calling and speed dialing.
15. Maintain user profiles *at the option of users*. This may include such information as frequently called numbers, preferred carriers, and user's email address for notification purposes. Such information is to be afforded the same confidential treatment as the contents of calls made and Customer Proprietary Network Information (CPNI). Transfer user profiles to new service provider at the end of the contract/extension period if so directed by Commission or requested by users. Absent specific alternate instructions from Commission or users, destroy user profiles at the end of the contract/extension period.
16. Provide appropriate billing information for toll/interexchange (IXC) calls to appropriate billing entities. Route toll/IXC calls to and from users via the originating party's preferred carrier of choice. Prospective contractors shall detail how calls will be routed and billed if the originating caller does not have a specified preferred carrier of choice.
17. Respond to complaints and service, network, or equipment inquiries from users and/or the Commission in a timely and professional, responsive manner. Provide and maintain contact information for handling and escalating complaints and service, network, or equipment inquiries. Any situation that has caused or will cause complaints from more than five (5) users or that has or will last more than five (5) hours in duration shall be brought to the Commission's attention and to all affected users' attention as soon as it is realized that the situation has met or will meet these parameters. Periodic status reports, an all-clear report, and a subsequent root-cause analysis will be required as specified by the Commission in accordance with the nature of the situations as they arise. Each failure to provide any of the requisite notices or reports will be a separate breach of the contract. *See Appendix D for the applicable SLA.*
18. Explain how quality and quantity of CTRS service will be measured and how failures to meet standards and expectations will be detected and recorded. Prospective contractors shall propose a system of penalties to apply in the event of failure to meet requisite standards and expectations, to the extent not otherwise specified in this RFP.
19. Maintain an average speed of answer of ten (10) seconds or less for 85% of the calls on a daily basis. Provide sufficient call center capacity such that abandoned or lost calls do not exceed two (2) percent of total call volume. These standards apply separately to calls in queue for party-to-party calls and to calls in queue for

a supervisor. Two-line calls and single-line calls should be measured separately unless they are in the same queue.

20. Explain how users and the Commission will be kept advised of changes to service and of the status and expected resolution of any service-affecting conditions. Seven (7) days' advance notice to the Commission and registered users is required for any changes affecting more than 5% of the registered users. Forty-eight hours' notice is required for any notice affecting 5% or less of the registered users. For any after-the-fact notice, notice shall be provided to the Commission within five (5) hours if equivalent alternate service has been placed in service with no break in service. Breaks in service require immediate notice to the Commission and notice to registered users as to how to obtain equivalent alternate service in the interim.
21. Maintain and publicize a point of contact or account representative within the contractor's organization for the purpose of representing the relay services for user and Commission questions and complaints if the contractor does not plan to actively operate the CTRS system in-house and on-premises. Minutes spent talking with this point of contact and in escalation activities are not compensable as CTRS minutes even if CTRS services are required to handle the communication.
22. Maintain and publicize a website and toll-free service with user and potential user information and contractor contact information. CTRS minutes spent talking/communicating with a user or potential user in accessing such information are not compensable as CTRS minutes even if CTRS services are required to handle the communication.
23. Maintain and publicize informational materials for CTRS users on Contractor, Commission, and FCC complaint and complaint escalation procedures sufficient for users to know the proper procedures for filing or escalating complaints.
24. Maintain and open for operations 24 hour per day, 7 days a week including all holidays, a customer service contact phone line for customer complaints and inquiries.
25. The Contractor shall furnish all personnel, telecommunications equipment and facilities necessary to comply with the provisions enumerated in this RFP and subsequent contract and any and all other state or federal requirements that affect the provision of CTRS in Pennsylvania.
26. The Contractor will provide an ergonomically sound workplace. The Contractor will comply, within a reasonable amount of time, with any state and federal Occupational Safety and Health Administration (OSHA) mandated requirements for the type of work being completed.

27. The Contractor will certify that the proposed workplace equipment and design meets state and federal OSHA standards and will be modified consistent with any future state and federal OSHA standards at the expense of the Contractor.

B. Communication Assistant Standards. Proposers shall provide details as to the methods of meeting the following minimum CA standards:

1. CAs shall have the requisite experience, expertise, skills, knowledge, and education and be adequately trained to accurately caption in a professional manner the words spoken by the hearing party without intervening in the communication between the parties.
2. CAs shall keep the existence and content of all calls confidential and may not maintain any records of conversation content in any form. Paper and/or electronic storage of any communications conducted over the relay may not be permitted in order to safeguard confidentiality. Confidentiality of communications obligations survive the termination of this contract. Proposers shall provide a copy of the confidentiality agreement that CAs will be required to sign.
3. CAs shall meet or exceed the current FCC standards for CTRS minimum transcription speed.
4. CAs may not limit the length of a call or limit the number of calls a CTRS user may make. CAs shall stay with a given call for a minimum of ten (10) minutes when answering and placing a call before passing the call off to another CA.
5. CAs may not disconnect a call against the wishes of the originating and terminating parties but shall have a supervisor take over the call if necessary.
6. CAs shall transfer emergency calls to the appropriate PSAP. In addition, the CA shall pass along the caller's telephone number to the PSAP operator when a caller disconnects before being connected to emergency services.

C. The CTRS User Equipment. The Proposer shall provide details as to the methods of meeting the following minimum equipment standards:

1. CTRS shall be compatible with the captioned telecommunications equipment in use in Pennsylvania. This includes the existing CTRS equipment, interim service equipment, current contracted equipment, and equipment that may become eligible for use prospectively. If this is not technically feasible, the proposer shall explain how change out of the existing equipment would occur to meet changing needs.
2. CTRS users shall be kept informed of the status of the call through the equipment display window, such as dialing, ringing, busy, disconnected, or on hold,

throughout the call session. The system shall provide feedback to callers regarding the call status within ten (10) seconds after a caller has provided the number to call and shall continue to provide feedback until the call is answered or deemed not answered.

3. User equipment supplied by the contractor shall be capable of being moved from one premises to another by the user.
4. The contractor shall be responsible for ALL matters relating to user equipment except for matters relating to equipment used by consumers who qualify for the Telecommunications Device Distribution Program (TDDP or TDD Program) equipment distribution. (See 35 Pa.C.S. § 6701.3.)
5. The contractor shall seek the best price on the CTRS equipment to be offered for sale to the residents of Pennsylvania. This includes the options of refurbished equipment and bulk purchasing of equipment.
6. The CTRS users shall be responsible for the cost of user equipment unless the user qualifies for free equipment through the TDD Program. The provider will not roll user equipment costs into the minutes of use (MOU) rate.
7. Proposers shall detail their warranty and maintenance plans for user equipment.
8. Proposers shall detail plans for upgrading user equipment.
9. The CTRS provider may not impose any unreasonable barriers to customer-provided user equipment that is equipped with appropriate and compatible application software facilitating the sending and receiving of CTRS calls.
10. CTRS users shall have the option of either single-line or 2-line service.
11. Proposers shall provide a detailed description of the operation of their 2-line CTRS contrasted with single-line CTRS.
12. Equipment provided by the Contractor shall function on any dial tone service including but not limited to time division multiplexing or TDM-based service and Internet Protocol or IP-based service as well as on lines that do not have traditional dial tones.

D. General Requirements. Proposers shall provide details in their proposals as to the methods of meeting the following minimum general standards:

1. Permit the users to select the toll/IXC carrier or local exchange carrier of their choice in accordance with federal and state laws as well as Commission rules and regulations.

2. Make arrangements for a default toll/IXC carrier in the event the user does not have one.
3. Provide CTRS access in high traffic or public access areas such as airports, shopping malls, and other areas where public telephones are located. Proposers shall explain how they would accomplish this.

E. Session Minutes of Use. CTRS shall be billed on a session minute basis, defined as follows: The clock starts the moment a relay caller connects to the first switch point of the CTRS that connects the call to a CA and ends at the time the call is disconnected from both the CA and the last relay user. This includes start-up, relay call conversation, and wrap-up. It does not include holding time waiting for initial contact with a CA. Each CTRS call shall have its MOUs measured as the total of its session minutes and seconds.

Individual calls may not be rounded up to the next full minute, *e.g.*, one minute and ten seconds (*i.e.*, 70 seconds) is not billed as two minutes but rather as 70 seconds. A one-month billing cycle and the total call minutes and seconds (summed over the billing cycle) shall be used for billing purposes. For example, if 100 calls were made during a billing cycle and each call is 70 seconds (in session minutes), the total billed MOU for the cycle is 116; the 40 seconds are truncated as illustrated:

$$70 \text{ seconds/call} \times 100 \text{ calls} = 7000 \text{ seconds}$$

$$7000 \text{ seconds} \div 60 \text{ seconds/minute} = 116 \text{ minutes \& 40 seconds}$$

Truncated to 116 minutes for the month

F. Payment Responsibilities.

1. The contractor shall have the sole responsibility for the complete effort of the contracted CTRS, and payments will only be made to the contractor. The contractor shall have the sole responsibility for all payments to any/all subcontractors engaged by the contractor relative to CTRS.
2. The contractor shall invoice the Pennsylvania TRS fund administrator on a monthly basis for the intrastate services provided pursuant to the contract for the previous month, with a copy of that invoice sent through the Commission's Secretary to the Bureau of Technical Utility Services, Telecommunications Group - TRS. The Commission will assign a specific docket number for each reporting year.
3. The contractor shall invoice the administrator of the interstate TRS fund on a monthly basis for the interstate and international services provided for the previous month, with a copy to the Commission's Bureau of Technical Utility Services.

- G. Billable Rate.** The billable rate charged to the Pennsylvania TRS fund for the session MOUs for CTRS shall be just and reasonable and in conformity with the Commission rules, regulations, policies, and orders for rates and service, such as those in Title 66 of the Pennsylvania Consolidated Statutes and Title 52 of the Pennsylvania Code. *See* Part IV for a detailed explanation of rate elements. Note that the rate (cost) portion of the proposal shall separate from the technical submittal.
- H. Seamless Service Transition from One Contract to Another, if Applicable.**
1. The CTRS transition from the current contract about to expire to a new contract for CTRS shall take place without interrupting captioning service for the existing users. Transition shall be seamless for existing CTRS users. Proposers pursuant to a new contract shall explain how they would handle any change-over/cut-over issues to ensure a seamless transition if a change of service providers is required.
 2. Currently there are approximately 4,127 known captioned telephone units available for use in Pennsylvania. Total session MOUs averaged about 84,500 during the 2018 calendar year. Prospective contractors may obtain more precise information on the number of existing CTRS users and past growth rates from the Issuing Officer.
 3. New users shall be added in a non-discriminatory, consistent, “first-come, first-served” basis, with due regard for user preference for new or refurbished equipment.
 4. Proposed contractors shall be prepared to add at least 75 new users each month if demand warrants.
 5. Growth at a rate greater than 75 new users a month shall be coordinated with Commission staff to ensure that adequate TRS funds are available.
 6. The rate of expansion may be adjusted, based upon demand for CTRS and TRS fund availability, in conjunction with the annual TRS surcharge recalculation process so long as notice of a request to adjust the rate of expansion is given either by the Contractor or the Commission to the other party by April 1 prior to the recalculation process. Proposed adjustments shall reflect demand for CTRS and TRS fund availability.
 7. Proposers shall provide a firm timeline for how quickly they will be able to transition from current contracted CTRS to the new contracted CTRS if there would be a change in providers.
- I. Outreach.** Prospective contractors shall present a plan for a comprehensive, effective, and measurable outreach campaign to develop public awareness of CTRS and provide information about the service to communities statewide. The

campaign shall include grassroots education to Pennsylvania seniors, educational workshops, a brochure, media advertising, an accessible website, and media relations. All materials shall be understandable and accessible by a majority of the communities of persons with disabilities. The plan shall provide a statistical method of measuring the effectiveness of the outreach and a methodology for adjusting the plan based on performance. The Commission will retain the right to continue the theme of any outreach if it so chooses after the expiration of any contract or extension entered into pursuant to this RFP.

J. User Input and Satisfaction.

1. The contractor shall ask CTRS users to provide input on the quality of service by means of an annual survey (or similar device). The intent of the survey is to determine whether those persons using the contractor's CTRS are satisfied with the service and whether there are any issues that need to be addressed or features to be added. Prospective contractors shall present their plans for annual user evaluations of the system. The plans shall explain methods for quantifying user input and how the recommendations from these evaluations will be proposed to the Commission for incorporation into CTRS. Prospective contractors shall advise the Commission how they will annually conduct the user surveys and notify the Commission and the Pennsylvania Telecommunications Relay Service Advisory Board (TRS Board) of the results of the user surveys.
2. *Ad hoc* user comments (favorable and unfavorable) must be forwarded to the Commission monthly through the Staff Analyst and to the TRS Board quarterly.
3. The survey results and other user input shall not be further disseminated without express authorization from the Commission.

K. Contractor Responsibilities to the Pennsylvania Telecommunications Relay Service Advisory Board, Pennsylvania Department of Labor and Industry, and Other Groups.

1. The contractor shall cooperate with the TRS Board in matters concerning the CTRS program. A contractor representative shall attend the TRS Board quarterly and ad hoc meetings and report to the TRS Board the condition and status of the CTRS. The report shall include but is not limited to MOUs, number of units distributed to date, customer complaints, and new technologies that may impact CTRS users.
2. The contractor shall cooperate with the Pennsylvania Department of Labor and Industry (L&I), its Office of Vocational Rehabilitation (OVR), and their designee(s) in matters concerning the TDDP.
3. The contractor shall participate in meetings with the Commission, Commission staff, other agencies, consumers, and consumer groups as may be required.

L. Contractor Reporting Requirements.

1. All contractor reports shall be submitted to the Commission's Secretary's Bureau with a copy to the Bureau of Technical Utility Services, Telecommunications Group - TRS.
2. The contractor shall submit monthly reports. The monthly reports are due the 15th day of the month following the month being reported. The monthly reports shall contain the following:
 - (1) A monthly invoice showing the total session minutes, intrastate and interstate minutes, net session minutes, applicable rate, total monthly usage billing, outreach services cost, and total billing;
 - (2) A jurisdictional summary spreadsheet of information, which shall include at a minimum the following:
 - Columns = Session Minutes, Number of Calls Percent of total calls, and
 - Rows = General assistance minutes, Outbound Calls sub grouped by Intrastate, Interstate, International, Two Line, Toll Free, 900 Info Service, Total Outbound, and General Assistance;
 - (3) Completed Calls sub grouped by Intrastate, Interstate, International, Two Line, Toll Free, 900 Info Service, and Total Complete;
 - (4) A weekly summary of the call count and session minutes by day and date;
 - (5) A separate spreadsheet section showing the Originating NPA in the Row and Column showing: Answered, Outbound, Completed, and Busy;
 - (6) The SLA results for the preceding month; and
 - (7) A separate section showing the month's summary of consumer service complaint logs. The logs shall include all complaints regarding CTRS in the Commonwealth, regardless of the entity fielding or resolving the complaint call, and shall be retained for the duration of the contract. The logs shall also include, at a minimum, the filed date of the complaint, the nature of the complaint, the date of resolution, and an explanation of the resolution.
3. The contractor shall timely submit to the Commission, so that the Commission may report to the FCC annually, an annual summary log indicating the number of complaints received for the 12-month period ending each May 31st. The report shall be submitted to the Commission on or before June 20th of each year. The report shall also include the annual Certification Relative to Business Continuity.
4. The contractor shall be responsible for maintaining all records and reports relating to CTRS that may be required by the FCC and the Commission. Such reports shall include, but not be limited to, traffic detailing:

- i. Blockage rates, defined as the number of calls reaching a busy signal when calling the relay service;
 - ii. Average number of calls waiting for system or operator answer;
 - iii. Average length of time waiting for system or operator answer; and
 - iv. Area codes and state from which the calls originate.
5. The contractor shall be responsible for maintaining the accounting and financial records, in accordance with accounting procedures and generally accepted accounting principles, of expenses that are incurred in operating the CTRS as a stand-alone entity.
6. The contractor shall be responsible for the professional quality, technical accuracy, and timely completion and submission of all deliverables, services, or commodities required under this contract. The contractor, without additional compensation under the Contract awarded pursuant to this RFP or reimbursement from any Commission source including the TRS relay fund, shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.
7. The contractor shall provide documentation detailing methods and procedures, training guidelines, and code(s) of confidentiality to enforce the CA standards.
8. By February 15th of each year, the contractor shall supply the Commission's Bureau of Technical Utility Services, Telecommunications Group - TRS with a statement of the estimated session minutes of CTRS use and the annual charges for the ensuing 12-month period from July 1st through June 30th. The estimated costs shall be detailed in schedule form showing the breakdown of costs to arrive at a per-MOU billable rate.
9. The contractor should be able to separate its capital investment, revenues, and operational costs and expenses for its Commonwealth-specific CTRS operations.
10. If the contractor provides CTRS for other states and for the interstate (federal) jurisdiction, the contractor should be able to demonstrate as circumstances warrant (e.g., state and federal developments that may impact Pennsylvania CTRS costs and rates), that the Commonwealth will not be burdened with the costs of CTRS that the contractor may also be providing to other states and/or the interstate jurisdiction.
11. The contractor shall keep the Commission informed of any developments at the federal level that would impact CTRS operations or funding in the Commonwealth.

III-2. Prior Experience. Proposers shall explain their prior experience in providing CTRS.

III-3. Personnel.

- A. Primary Contractor Personnel. The Proposer shall provide resumes for key personnel.
- B. Subcontractors: The Proposer shall provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Proposer is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commission. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in the subcontracting plan, the Proposer shall provide:
 - 1. Name and address of subcontractor;
 - 2. Description of services to be performed; and
 - 3. Resumes for any professional employees of the subcontractor.

Note that subcontractors shall also be integrated as part of the Work Plan and Prior Experience sections.

III-4. Additional Requirements. Disaster Recovery/Long-term Storage of Records. The Proposer shall indicate generally its backup systems and long-term document/electronic backup systems. Records regarding this project shall be kept for at least seven (7) years after their creation in a secure manner, available within a reasonable timeframe if required by the Commission.

III-5. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out or to other provisions of the RFP as specifically identified above.

PART IV
COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this **Part IV** shall constitute the Cost Submittal.

The Commission is seeking a CTRS contractor for a five-year fixed contract term, on a charge-per-minute basis (billable rate). The Commission cannot indicate future amounts of CTRS minutes which will be needed in Pennsylvania and therefore will evaluate cost based on the average charge-per-minute basis. Per minute charges for CTRS shall be provided on no less than a yearly basis (that is, setting one rate per year of the contract). If different per minute charges are provided for different years of the contract, the average charge-per-minute will be used to score cost. The average will not be weighted based on projected minutes of use.

The percentage of commitment to Small Diverse Businesses and Small Businesses should not be stated in the Cost Submittal.

V-1. Proposers should **not** include any assumptions in their cost submittals. If the Proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to **Part I, Section I-9** of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

PART V

SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

- V-1. SDB and VBE Participation Goals.** The Issuing Office and BDISBO have set an SDB Participation Goal and a VBE Participation Goal for this RFP which are listed on the SDB and VBE Participation Summary Sheet. The SDB and VBE Participation Goals were calculated based upon the market availability of SDBs and VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet the Goals and obtain an approved waiver.

- V-2. Small Diverse Business (SDB) Participation Submittal, Appendix E.** The SDB Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule and shall be submitted electronically in accordance with Part 1, Section I-11A.
- V-3. Veteran Business Enterprise (VBE) Participation Submittal, Appendix F.** The VBE Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule and shall be submitted electronically in accordance with Part 1, Section I-11A.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle an Offeror to receive credit towards the SDB or VBE participation goals.

- V-3. Contract Requirements—SDB and VBE Participation.**

A. **SDB and VBE Participation Documents.** All documents completed and submitted by the selected Offeror in connection with its SDB Participation Submittal (including the SDB Participation Submittal (SDB-2), SDB Utilization Schedule (SDB-3), and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal (SDB-4 and SDB-5)) and its VBE Participation Submittal (including the VBE Participation Submittal (VBE-2), VBE Utilization Schedule (VBE-3), and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal (VBE-4 and VBE-5)) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.

B. Required contract terms. All contracts containing SDB and/or VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

1. Each SDB participation commitment and each VBE participation commitment which was credited by BDISBO and the total percentage of the SDB participation commitments and VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
2. For purposes of monitoring compliance with the selected Offeror's SDB participation commitments and VBE participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.
3. The selected offeror cannot alter its overall SDB or VBE commitments or commitments made to individual SDB or VBE subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage of SDB and VBE commitments, and individual SDB and VBE commitments must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected offeror and each SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB or VBE within 30 calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available as Appendix [].
2. In addition to any requirements in the offeror's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the SDB or VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
 - b. The fixed percentage commitment and/or associated estimated dollar value that each SDB or VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;

- c. Payment terms indicating that the SDB or VBE will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
 - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB or VBE relative to the nature and level of the SDB's or VBE's participation in the contract; and
 - e. The requirement that the SDB or VBE submit to BDISBO utilization reports.
- 3. If a subcontract agreement is required by the solicitation document and the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's SDB Participation Submittal (SDB-2), VBE Participation Submittal (VBE-2), or associated documents (SDB Utilization Schedule (SDB-3), VBE Utilization Schedule (VBE-3), and Letters of Commitment (SDB-3.1 and VBE-3.1)), the information listed in the SDB Participation Submittal (SDB-2), VBE Participation Submittal (VBE-2), or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's SDB Participation Submittal (SDB-2) or VBE Participation Submittal (VBE-2) and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's SDB Participation Submittal (SDB-2), VBE Participation Submittal (VBE-2), and associated documents; and 3) the terms of the subcontract agreement.
 - 4. If the selected offeror and a SDB listed on the SDB Utilization Schedule (SDB-3) or VBE listed on the VBE Utilization Schedule (VBE-3) cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
 - 5. The prime contractor must provide a copy of any required subcontract with an SDB or VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

D. Utilization Reports.

- 1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB or VBE subcontractor and any unpaid invoices over 30 calendar days old received from an SDB or VBE subcontractor, and the reason

payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB or VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.

2. The prime contractor must include in its agreements with its SDB and VBE subcontractors a requirement that the SDB and VBE subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
 - a. Payments received from the prime contractor within the time frame covered by the report, and
 - b. Invoices for which the subcontractor has not been paid.

E. Noncompliance with SDB and/or VBE commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments or VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the contracting Agency.
2. If a contracting Agency determines that material noncompliance with SDB or VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor's SB, SDB, and/or VBE status; a determination that the Offeror's SDB or VBE participation submittal be deemed non-responsible in future procurements; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

PART VI
DRAFT CONTRACT

2024 Captioned Telephone Relay Services Contract

THIS CONTRACT for the provision of Captioned Telephone Relay Services ("Contract") is entered into by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Public Utility Commission, ("Agency") and _____ ("Contractor").

The Agency issued a Request for Proposals for the provision of Captioned Telephone Relay Services, RFP No. PUC RFP 2024-1, ("RFP") and the Contractor submitted a proposal in response to the RFP.

The parties have negotiated this Contract as their final and entire agreement in regard to providing Captioned Telephone Relay Services to the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. The Contractor shall, in accordance with the terms and conditions of this Contract, provide Captioned Telephone Relay Services as more fully defined in the RFP, to the Commonwealth.
2. The Contractor shall provide the Captioned Telephone Relay Services listed in its Cost Submittal, and made a part hereof, at the prices listed for those items in the Cost Submittal.
3. The Contractor shall meet and maintain the commitments to Small Diverse Businesses made in its Small Diverse Business Participation Submittal and made a part hereof. The Contractor shall submit any proposed change to a Small Diverse Business commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Agency's Contracting Officer. The Contractor shall complete Monthly Utilization Reports within the Department's PRiSM Compliance Management System within ten workdays at the end of each calendar month that the Contract is in effect.
4. The Contractor shall meet and maintain the commitments to Veteran Business Enterprises made in its Veteran Business Enterprise Participation Submittal and made a part hereof. The Contractor shall submit any proposed change to a Veteran Business Enterprise commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Agency's Contracting Officer. The Contractor shall complete Monthly Utilization Reports within the Department's PRiSM Compliance Management System within ten workdays at the end of each calendar month that the Contract is in effect.

5. This Contract is comprised of the following documents, which are hereby incorporated into this Contract by reference, which are listed in order of precedence in the event of a conflict between these documents:
 - a. the Contract document contained herein;
 - b. the Contract Standard Terms and Conditions;
 - c. the Contractor's Cost Submittal;
 - d. the Contractor's Small Diverse Business Participation Submittal;
 - e. the Contractor's Veteran Business Enterprise Participation Submittal;
 - f. the RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto;
 - g. the Contractor's Technical Submittal; and
 - h. the written questions and answers posted by the Commission to its website.

I. Covenants of the Parties.

The parties to this Contract agree and promise that:

A. Subject in all respects to the terms and conditions of this Contract with the Commission and to the duties and limitations contained in the statutory and common law of the Commonwealth of Pennsylvania, the Contractor shall provide intrastate Captioned Telephone Relay Services (CTRS) within the Commonwealth. These duties shall be completed as outlined in and in accordance with the promises, warranties, and representations contained in the Contractor's Proposal (Proposal), as well as in conformance with the Request for Proposals (RFP).

B. The Commission through its Project Officer and other designated staff, as described below, shall have the right and opportunity to participate actively in the activities of the Contractor pursuant to this Contract, and to this end shall have immediate access to all data, models, and other materials or information of the Contractor related to this Project.

C. Replacement of personnel. Contractor shall advise the Commission of its intent to replace professional personnel, or subcontractors and their professional personnel, assigned to this project. The Commission reserves the right to approve changes in key personnel. Contractor shall advise the Commission as soon as reasonably possible, preferably with enough lead time to allow for consultation regarding replacement.

II. Party Representatives and Payment.

A. Project Officer and Contractor Representative

1. The Commission has designated Melissa Derr, Bureau of Technical Utility Services, as its staff contact (Project Officer) and has authorized her to act on behalf of the Commission under this Contract. The Project Officer may appoint members of the

Commission staff or its designees to represent her as appropriate for routine contacts. Neither the Project Officer nor a designee may bind the Commission in any manner.

2. The Contractor has designated _____ as its staff contact (Contractor Representative) and has authorized him/her to act as the lead contact on behalf of the Contractor under this Contract.

3. The parties agree to communicate fully with each other through the designated representatives and to keep each other informed of all pertinent matters and developments relating to this Project.

B. Expenses and Payment

1. Contractor will bill monthly.

2. The Project Officer shall have the right and opportunity to approve, in whole or in part, each invoice. The basis for the Project Officer's approval shall be a finding that the expenses are reasonable, necessary, correct, and billed in accordance with the provisions of this Contract. Such approval or payment may be withheld if the following items are not included in the invoice:

- a) The number of minutes of CTRS services provided;
- b) For any individual charges for work:
 - i) The name, hourly rates, and hour spent for these individuals;
 - ii) A listing of materials and supplies purchased during the period;
 - iii) A list of transportation, lodging, and meal expenses by each individual;
 - iv) The specific dates when these services were rendered; and
 - v) How the charge is related to the Project.

3. The approval of the Project Officer may also be withheld as to any costs that are not just, reasonable, correct, or in conformity with costs in the Proposal.

4. No expenditures will be reimbursed if incurred before the effective date of this Contract.

5. All charges for services and other costs charged by the Contractor are subject to review at any time by the Commission.

III. Other Rights of Parties.

A. Commission's Right to Disapprove Expenditures

The Commission shall have the right to approve or disapprove invoice expenditures and may adjust payment to the Contractor for the amount of any disapproved expenditure. The Contractor will not be paid for any cost incurred for services not in compliance with the terms of this Contract.

B. Commission's Right to Make Amendments and Changes to Contract

Subject to the terms and conditions of this Contract and to the statutory and common law of the Commonwealth of Pennsylvania, the Commission shall have the right to make changes in the Statement of Work in the Proposal, provided that any such changes are within the general scope of the Statement of Work and that payment for work performed under such changes shall be made pursuant to the Proposal.

C. Confidentiality

1. The parties recognize that it will be necessary for the Contractor to have proprietary information regarding work on this Project. Accordingly, the Contractor and the Commission have executed or will execute a Nondisclosure Agreement attached hereto as Exhibit 1. The executed Nondisclosure Agreement is hereby incorporated into this Contract by reference.

2. The Contractor may not release of any information concerning the Project other than the existence and nature of the Contractor without the prior written approval of the Commission's Project Officer or her designee.

IV. Other Agreements by the Parties.

A. Status of Contractor and its employees

The parties hereto agree that the Contractor and any agents and employees of the Contractor shall act, in the performance of this Contract, in an independent capacity and not as officers, employees, or agents of the Commission.

B. Interest of Contractor

The Contractor warrants that it presently has no interest and promises that it may not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor agrees that in the performance of this Contract, it may not knowingly employ any person having such interest. The Contractor further certifies that no member of the board of the Contractor or any of its officers or directors have such an adverse interest.

Contractor personnel who perform services pursuant to this Contract are employees of the Contractor (or its subcontractors), and the Contractor will be solely responsible for payment of compensation to such persons. The Contractor agrees to indemnify, defend, and hold harmless the Commission for any claim seeking payment or compensation asserted against the Commission alleging that the Commission is an employer, co-employer, or joint employer of any Contractor or subcontractor personnel.

The Contractor will assume full responsibility for payment of all federal, state, provincial, and local taxes and for all withholding or contributions imposed or required under unemployment insurance, social security, and income tax or other laws with respect to persons working pursuant to this Contract. Should the Commission be required to pay any amount to a governmental agency for failure by any entity to withhold any amount as may be required by law, the Contractor agrees to indemnify, defend, and hold harmless the Commission for any amount so paid, including, but not limited to, interest, penalties, and fines.

The Contractor is not an agent of the Commission and has no authority to represent the Commission as to any matters, except as expressly authorized in this Contract.

C. Disputes

As the first step to resolving disputes, all questions arising respecting any matter pertaining to this Contract or any part thereof or any breach of contract arising thereunder shall be referred to the Project Officer. Any dispute which cannot be settled by negotiations after submission to the Project Officer shall then be submitted to the Commission for resolution. The provisions of this paragraph may not be construed to limit the remedies of the Commission or the Contractor for breach of this Contract, nor shall this paragraph limit the Commission's or the Contractor's rights to appeal to the Commonwealth Court after attempts at resolution by the Commission. This paragraph may not be construed as an arbitration provision that provides the Commission with arbitration powers.

D. Amendments shall be signed to be enforceable

No amendment or modification changing the scope or terms of this Contract shall have any force or effect unless it is in writing and signed by all parties.

E. Assignment and Delegation

This Contract, or any of its rights or duties, may not be assigned or delegated without prior written approval by the Commission. Any subcontract between the Contractor and any subcontractor working on this project shall contain all of the provisions of this Contract.

F. Severability

If any provision of this Contract is invalid, the remainder of the Contract may not be affected thereby if the essential terms and conditions of the Contract remain valid, legal, and enforceable.

G. Non-Waiver

No provision of this Contract can be waived by any party unless made in writing and signed by the party against whom waiver is sought; nor shall the failure by any party to, at any time or on multiple occasions, require performance of any provision hereof be construed

as a waiver of future enforcement thereof; nor shall waiver by any party of any breach hereof be construed as a waiver of any future breach.

H. Insurance

During the performance of the Contract work, the Contractor shall maintain the following minimum insurance coverage at no additional cost to the Commission:

1. Workers' Compensation Insurance as required by law.
2. Employer's Liability Insurance (bodily injury) of \$1,000,000 per accident, and Employer's Liability Insurance (occupational diseases) of \$1,000,000 per person and \$2,000,000 in the general aggregate.
3. Comprehensive General Liability Insurance of \$1,000,000 each person; \$1,000,000 each occurrence for bodily injuries; and \$1,000,000 for property damage.
4. Comprehensive Automobile Liability Insurance covering all owned and hired vehicles of \$1,000,000 each person, \$1,000,000 each accident for bodily injuries, and \$1,000,000 each accident for property damage.
5. Professional Liability (Errors and Omissions) Insurance of \$1,000,000.

The insurance called for above is subject to the normal limitations and exclusions applying to each type of insurance, provided, however, that first dollar coverage shall be provided for each type. The Commission will be named as an additional insured on the policies referred to in H.2, H.3, H.4, and H.5 above and such insurance shall be endorsed to require the insurer to furnish the Commission with ten (10) days' written notice prior to the effective date of any cancellation of insurance.

Upon request, the Contractor shall furnish the Commission with certificates or other documentary evidence showing that the insurance to be carried by the Contractor in accordance with this paragraph has been arranged.

I. Waiver by Contractor of "Statutory Employer" defenses

The Contractor expressly waives use of the "statutory employer" defenses provided in the Pennsylvania Worker's Compensation Act at 77 P.S. § 481(a) and (b) and 77 P.S. § 52 with regard to work performed for this Contract.

J. LIMITATION OF LIABILITY

IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL EITHER PARTY OR THEIR RESPECTIVE AGENTS, EMPLOYEES, AND SUBCONTRACTORS, BE LIABLE

TO OTHER PARTIES OR THEIR RESPECTIVE AGENTS, EMPLOYEES, AND SUBCONTRACTORS, FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE OR COST OF CAPITAL.

K. Immunity

Nothing contained in this Contract shall be construed as a waiver of the immunity of the Commonwealth or the Commission against suit.

L. Jurisdiction

It is understood and agreed that actions undertaken by the Contractor pursuant to this Contract shall be limited to matters within the jurisdiction of the Commission.

M. Employees, Background Checks, Substance Abuse

1. Contractor shall employ for the work only persons known to it to be experienced, qualified, reliable, and trustworthy. During the performance of the work, the Commission staff may object to any Contractor's employee, who, in the Commission's opinion, does not meet these criteria. In such case, Contractor shall at its expense and risk, immediately replace and remove such employee and promptly advise the Commission's Project Officer. At the request of the Commission Project Officer, the credentials of any of Contractor's employees assigned to this project shall be subject to review by the Commission.

2. Background checks. Contractor shall make best efforts to ensure that Contractor's employees assigned to work on this Project do not have criminal records and are not involved in criminal activity which could create a risk of fraud/embezzlement and/or a risk to the Commission's property and employees or the public, especially the public being served pursuant to the contract.

Contractor will obtain criminal background checks for all employees, including but not limited to employees of all subcontractors, for this Project who will visit or otherwise have physical contact with the public, or with the public's premises or property, prior to such employee performing work on the Project. Criminal background checks will be checked at least every year for such employees. Contractor will maintain up-to-date records evidencing such criminal background checks and make such records available for Commission review upon request.

Upon actual knowledge of a criminal record or involvement in a potentially criminal activity, including but not limited to threats, harassment, or other abuse, Contractor shall immediately remove any such employee or employees from the Project and immediately contact the Project Officer to inform the Commission of the circumstances. The Project Officer may, at any time, request that the Contractor verify that an employee of the Contractor or its subcontractors does not possess a criminal record.

a. Contractor shall provide certification for each of the Contractor's employees who are authorized as part of the Project to have electronic or unescorted physical access to critical cyber assets (as the same are identified from time to time), that such employee (i) has submitted to a background check within the past seven (7) years whereby no evidence of a criminal record or criminal activity was discovered; (ii) is subject to a seven-year cycle re-check of the background check; and (iii) has received the Contractor-sponsored security awareness training or will receive such training prior to accessing critical cyber assets. These requirements are subject to audit by Commission staff.

3. Substance Abuse. Contractor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor's employees undertaking Project work will not purchase, transfer, use, possess, or be under the influence of illegal drugs or abuse alcohol or abuse prescription drugs in any way. Upon actual knowledge of such activity or any such potential activity, Contractor shall immediately remove any such employee or employees from Project work and immediately contact the Project Officer to inform the Commission of the circumstances.

IN WITNESS WHEREOF, the parties hereto have signed this Contract below. The date of execution is described in the Contract Standard Terms and Conditions.

Commonwealth of Pennsylvania
Pa. Public Utility Commission

CONTRACTOR:

Robert C. Gramola
Director of Administration
Pa. Public Utility Commission

Title

Printed Name

Date

David E. Screven
Chief Counsel
Pa. Public Utility Commission

Federal I.D. Number

APPROVED AS TO FORM AND LEGALITY:

Office of Attorney General Date

APPROVED:

Comptroller Date

2024 Captioned Telephone Relay Services Contract
Exhibit 1
Nondisclosure Agreement

The Pennsylvania Public Utility Commission (Commission) and _____ (Contractor), intending to be legally bound, hereby agree as follows:

1. As part of the 2024 Captioned Telephone Relay Services Contract (Contract), the Contractor will have data, books, documents, and records related to work pursuant to this Contract. These materials are confidential (proprietary information).

2. With respect to proprietary information, the Contractor and its authorized representatives shall:

- (a) Hold the proprietary information in confidence;
- (b) Restrict disclosure of the proprietary information only to persons authorized under this Agreement who have a need to know;
- (c) Use the proprietary information solely in connection with the Contractor's work pursuant to the Contract;
- (d) Not disclose the proprietary information publicly or privately to any third party in any manner; and
- (e) Advise the Contractor's representatives of their obligation with respect to the proprietary information.

3. The Contractor may make proprietary information available to the Commission's Staff under this Agreement provided, however, that in the event of such disclosure, the Commission's Staff shall also be bound by the terms of this Nondisclosure Agreement.

4. Proprietary information that is provided to the Contractor and/or Commission Staff will be protected from disclosure as proprietary information until such time as the Commission (or court of competent jurisdiction, if an appeal of a Commission determination is taken) rules that the documents are non-proprietary and, therefore, subject to public disclosure.

5. The Contractor recognizes that the provisions of this Nondisclosure Agreement are vitally important to the welfare of the Commission and other entities providing information pursuant to the Contract and that money damages may not be an adequate remedy for any breach or violation thereof by the Contractor. Accordingly, in the event of any breach or violation by the Contractor of the provisions thereof, the Commission or other entity may institute and maintain a proceeding to compel specific performance by the Contractor thereof or to issue an injunction restraining such breach or violation hereunder by the Contractor.

6. Nothing in this Nondisclosure Agreement shall otherwise affect, abridge, increase, or decrease the statutory authority of the Commission to investigate or inspect the facilities and

data, books, records, and documents of a regulated or contracted entity, or to examine records of the cost to a regulated or contracted entity's affiliates for providing services or furnishing property to a regulated entity (where applicable) as permitted by the statutory and common law of the Commonwealth of Pennsylvania.

7. Nothing contained in this Nondisclosure Agreement shall affect, abridge, increase, or decrease the ability of the Commission to appeal to the Commonwealth Court to protect its rights, nor shall it constitute a waiver of the Commonwealth's Sovereign Immunity.

IN WITNESS THEREOF, intending to be legally bound, the Contractor and the Commission execute this Nondisclosure Agreement as Exhibit 1 of the 2024 Captioned Telephone Relay Services Contract.

Contractor
Title

Date

Robert C. Gramola
Director of Administration
Pennsylvania Public Utility Commission

Date

David E. Screven
Chief Counsel
Pennsylvania Public Utility Commission

Date

PART VII

STANDARD CONTRACT TERMS AND CONDITIONS

The following is hereby incorporated into this contract by reference, and is attached hereto:

Pennsylvania Department of General Services, Bureau of Procurement
Standard Contract
Terms and Conditions – Paper Contract
BOP-1204
Revised 1-2-2023
25 pages

Part VIII

Small Diverse Business (SDB) and Veteran Business Enterprise (VBE)

Participation Summary Sheet

Solicitation/Project #: PUC RFP 2024-1

Issuing Agency: Pa. Public Utility Commission

Name of Procurement/Project: Captioned Telephone Relay Services

SDB Participation Goal (for MBE, WBE, LGBTBE, and DOBE): **0 %**

VBE Participation Goal (for VBE and SDVBE): **0 %**

**APPENDIX A
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
Pa. Public Utility Commission]
PUC RFP 2024-1**

The proposal of the Offeror identified below for the above-referenced RFP is submitted electronically comprised of separate files for Technical, Cost and SDB/SB:

Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone	
Contact Person's E-Mail	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Electronic Submittals Enclosed:	
<input type="checkbox"/>	Technical Submittal <input type="checkbox"/> Domestic Workforce Utilization Certification
<input type="checkbox"/>	Small Diverse Business Participation Submittal
<input type="checkbox"/>	Veteran Business Enterprise Participation Submittal
<input type="checkbox"/>	Cost Submittal

Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:
Printed Name
Title

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

**APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ **[title]** of _____ **[name of Contractor]** a _____ **[place of incorporation]** corporation or other legal entity, (“Contractor”) located at _____ **[address]** do hereby certify and represent to the Commonwealth of Pennsylvania (“Commonwealth”) (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ **percent (____%) [Contractor must specify the percentage]** of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services **[or other purchasing agency]** shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title