



PROPOSAL FOR SOLICITATION
NUMBER 21-08 REQUEST FOR
PROPOSAL ("RFP");

Submission to Region 4 Education
Service Center for Internet Service
Provider for TEA Connect Texas
Program

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Submission to Region 4 Education Service Center for Internet Service Provider for TEA Connect Texas Program

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INTRODUCTION

Eastex Telephone Cooperative, Inc. and its affiliate Eastex Celco, LLC d/b/a Eastex Net (collectively hereinafter “Eastex”) appreciate the opportunity to submit this proposal in response to an initial request from the Education Service Center Region 4 (“ESC4”) for an Internet Service Provider for TEA’s Connected Texas Program. Eastex is grateful for its long standing professional relationship with Education Service Centers 5, 6 and 7, and would like to continue providing robust and reliable landline telecommunications and internet service solutions to student households located in the eleven counties comprising the rural East Texas area that Eastex serves and where reliable wireless services have proven difficult to deliver due to the unique geography and vegetation.

Eastex is an independent, locally-operated cooperative corporation uniquely qualified to provide ESC4 with excellent quality, high-speed internet access and associated equipment to Texas kindergarten through 12th grade households via Local Education Agencies (LEAs) serving the Eastex’s service territory. Eastex has over seventy years of experience serving subscribers in various East Texas communities, and maintains three business offices located in Henderson, Livingston and Waskom, Texas, respectively. Eastex’s Board of Directors, executive team and staff remain capable of and committed to bringing the latest technology to its local neighbors by building, expanding and modernizing its telecommunications and internet network to a level that, in many cases, exceeds what is available in more urban areas.

As a rural cooperative-carrier, Eastex is committed to the communities it serves within its 2,314 square mile service area, and sees value in developing the most advanced landline communications networks to keep rural areas connected to each other and their urban counterparts. Perhaps no greater value can be placed than on essential broadband internet services utilized by children for learning, which is why Eastex immediately responded to the COVID-19 pandemic last year by waiving connection fees and offering two months of free broadband internet service to households with affected students and teachers. Additionally, Eastex established free Wi-Fi access points for Livingston, Big Sandy, Coldsprings-Oakhurst, Waskom, Elysian Fields, Rusk, Laneville, and Henderson School Districts. Eastex accepted the Federal Communications Commission’s (FCC) Keep Americans Connected Pledge and was recognized by the FCC for going above and beyond the pledge commitments.¹ It is Eastex’s mission to extend and continually improve its services throughout its rural service territory, thus bridging the digital divide. That is why Eastex has invested hundreds of millions of dollars in deploying high-quality telecommunications network facilities across its service area. At the end of 2019, Eastex operated 1,476 miles of fiber optic cable and 7,862 miles of copper telecommunications plant serving nearly 20,000 customers and it remains actively engaged in and committed to deploying more fiber in the months and years to come.

¹ See <https://www.fcc.gov/companies-have-gone-above-and-beyond-call-keep-americans-connected-during-pandemic>.

Eastex currently provides telecommunications services under the universal service support mechanisms available at the state and federal level which has allowed the Cooperative to extend services to areas that are otherwise uneconomic to serve. Eastex is a long-standing participant in the federal E-rate program, and operates under the service provider identification number (SPIN) 143002423. As such, Eastex is familiar with the extensive rules and regulations surrounding participation in the E-rate program and will work with ESC4, as allowed under E-rate rules, to ensure that ESC4 and the LEAs it represents receive the greatest benefits of the program.

As a rate-regulated entity subject to regulation by the Public Utility Commission of Texas, the Federal Communications Commission, as well as the Cooperative's governing bylaws, Eastex has structured this bid with options for ESC4. Within its non-regulated CLEC service areas, Eastex is able to provision stand-alone broadband internet service, as outlined herein. Within its regulated ILEC service areas, broadband internet access service can only be purchased in a bundle with voice service. Eastex understands that the RFP prohibits Eastex from obtaining any personal contact information or credit information from individual households, which is Eastex's standard practice as a member-owned telephone cooperative. Eastex is able to comply with this restriction if ESC4 wishes to be the voice customer of record and be responsible for any ongoing charges associated therewith. Pricing for this option is outlined in Tab 2.i.A.

We look forward to discussing this proposal with you and ultimately, serving ESC4, the Texas Education Agency, and the eligible students that will be the eventual beneficiaries with the solutions outlined herein. Should you have any questions about this proposal, or wish to discuss details of the services and/or equipment described herein, please contact Rusty Dorman, General Manager, at Rusty@eastex.com or via telephone at 903-854-1000.

Tab 1 Draft Contract and Offer and Contract Signature Form (Appendix A)

1a. Terms and Conditions Acceptance Form (Appendix B)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of 5-14, 2021 by and between Eastex Telephone Coop, Inc ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Internet Service Provider for TEA Connect Texas Program ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 21-08 for ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

CONTRACT

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term, or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.


- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Easter Telephone Coop., Inc.
Address 3675 US Hwy 79 South
City/State/Zip Henderson TX 75654
Telephone No. 903-854-1600
Email Address Rusty@easter.com
Printed Name Rusty Dorman
Title General Manager
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
§2, pg.1	Scope	Modified Language: Contractor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein. <u>Contractor's performance shall be subject to the terms of the Master Services Agreement between Contractor and Region 4 ESC of even date herewith (the "MSA"), subject to the Order of Precedence set forth in Section 4 below.</u> Explanation:	

		Contractor is providing its standard Master Services Agreement for Governmental Customers as contemplated by Section 7 of RFP III Instructions to Offerors. The Master Services Agreement is included in Appendix C. The Master Services Agreement should be referenced in this Contract.	
§3, pg.1	Form of Contract	<p>Modified Language:</p> <p>The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s), <u>and the MSA.</u></p> <p>Explanation:</p> <p>Same comment as above.</p>	
§4, pg.2	Order of Precedence	<p>Modified Language:</p> <p>In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:</p> <ul style="list-style-type: none"> i. This Contract ii. Offeror's Best and Final Offer iii. Offeror's proposal iv. RFP and any addenda <u>v. The MSA</u> <p>Explanation:</p> <p>Same comment as above.</p>	
§5, pg.2	Commencement of Work	<p>Modified Language:</p> <p>The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC. <u>To the extent practicable, the form of such purchase order or writing shall be the form of Service Order attached to the MSA.</u></p>	

		<p>Explanation:</p> <p>Contractor's Master Services Agreement includes a Service Order specific for telecommunications services. Orders should be placed using this form of Service Order where feasible.</p>	
§7, pg.2	Assignment of Contract	<p>Modified Language:</p> <p>No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.). <u>Notwithstanding the foregoing, the parties acknowledge that Contractor may provide certain products and services through its affiliates without such approval or notice; provided that the Contractor will at all times remain primarily responsible for its affiliates' provision of such products or services pursuant to the terms of this Contract.</u></p> <p>Explanation:</p> <p>The Offeror / Contractor is a wholly-owned subsidiary of Eastex Telephone Cooperative, Inc, a Texas telephone cooperative and certificated incumbent local exchange provider (ILEC). The Cooperative and/or other Cooperative affiliates may be involved in service provisioning including within the Cooperative's regulated ILEC territory.</p>	
§11.a, pg.2-3	Cancellation for Non-Performance or Contractor Deficiency	<p>Modified Language:</p> <p><u>Subject to the continuation of any active Service Orders under the MSA, Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. If Contractor fails to cure such deficiency within the time period set out below, Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term, or condition of the</u></p>	

		<p>contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <p>...</p> <p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days <u>thirty (30) days</u> to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p> <p>Explanation:</p> <p>Contractor will timely address any deficiencies but requires a standard 30-day cure period.</p>	
§11.b, pg.3	Termination for Cause	<p>Modified Language:</p> <p>If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract <u>and in either case fails to cure such failure or violation within thirty (30) days of Region 4 ESC's written notice of such failure or deficiency,</u> Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p> <p>Explanation:</p>	

		Same comment as above.	
§11.c, pg.3	Delivery/Service Failures	<p>Modified Language:</p> <p>Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated <u>following notice delivered under Section 11.b.</u> In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p> <p>Explanation:</p> <p>Same comment as above. Contractor will typically identify firm order confirmation / service commitment dates in its Service Orders and will target those dates for service delivery and turn-over. The Master Services Agreement permits cancellation of any Service Order for which a firm order confirmation / service commitment date is missed by a certain threshold.</p>	
§11.e, pg.3	Standard Cancellation	<p>Modified Language:</p> <p><u>Subject to the continuation of any active Service Orders under the MSA,</u> Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order / <u>Service Order.</u></p> <p>Explanation:</p> <p>Active Service Orders should continue following any termination by Region 4 ESC for convenience.</p>	

§18, pg.4	Audit Rights	<p>Modified Language:</p> <p>Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered <u>under this Contract</u> that is materially inconsistent with the pricing under this agreement <u>Offeror's proposal or Best and Final Offer</u>, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. <u>Region 4 ESC shall give Contractor reasonable advance notice of any audit, and any on-site audit shall be conducted during Contractor's normal business hours.</u></p> <p>Explanation:</p> <p>Pricing will be as committed in the Offeror's / Contractor's response(s) to the RFP. As to its other services and customers, Contractor offers a wide variety of services and pricing that may be variable from the pricing committed in the RFP due to the nature of the service or customer types.</p> <p>Contractor also requires advance notice of any audit so that it can appropriately prepare and ensure that the requested documentation is available for review.</p>	
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§21, pg.5	Options	<p>Modified Language:</p> <p>Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability <u>subject to mutual agreement between Region 4 ESC and Contractor as to pricing and functionality of the optional equipment.</u></p> <p>Explanation:</p> <p>Contractor may offer different equipment from time-to-time depending on the nature of the service requested, technology changes, etc. In this case, pricing would be identified in the applicable Service Order and agreed as between Region 4 ESC and Contractor.</p>	
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Tab 2. PRODUCTS AND PRICING

i. Plans and Pricing for TEA Connect Texas Program

A. ILEC AREA VOICE AND BROADBAND INTERNET PRICING DATA

Service Name	Internet Down Speed (Mbps)(6)	Internet Up Speed (Mbps)(6)	Standard Monthly Rate(4)(5)	Internet Installation Charge(1)	Equipment Costs(2)	Service Area	Service Details(3)
Prime Bundle (Copper DSL)	5	1	\$ 65.00	\$ 185.00	See note (2)	ILEC	Residential bundles include: internet access at speed listed with no data caps, 1 Ethernet port, residential phone line with 911, extended local calling, call waiting and call waiting ID, Caller ID, 3-way calling, call forwarding, and toll blocking.
Platinum Bundle (Copper DSL)	10	1	\$ 85.00	\$ 185.00	See note (2)	ILEC	
Premium Bundle (Copper DSL)	25	3	\$ 105.00	\$ 185.00	See note (2)	ILEC	
30x30 Bundle (Fiber)	30	30	\$ 65.00	\$ 185.00	See note (2)	ILEC	
50x50 Bundle (Fiber)	50	50	\$ 80.00	\$ 185.00	See note (2)	ILEC	
100x100 Bundle (Fiber)	100	100	\$ 115.00	\$ 185.00	See note (2)	ILEC	
Fiber 500 Bundle (Fiber)	500	500	\$ 155.00	\$ 185.00	See note (2)	ILEC	
Fiber Gig* Bundle (Fiber)	940	880	\$ 175.00	\$ 185.00	See note (2)	ILEC	

Pricing Footnotes in part C below apply to both ILEC and CLEC Area Broadband Internet Pricing Data.

B. CLEC AREA BROADBAND INTERNET PRICING DATA

Service Name	Internet Down Speed (Mbps)(6)	Internet Up Speed (Mbps)(6)	Standard Monthly Rate(4)(5)	Internet Installation Charge(1)	Equipment Costs(2)	Service Area	Service Details(3)
30x30 Fiber Internet	30	30	\$ 99.95	\$ 185.00	See note (2)	CLEC	CLEC services include: internet access at speed listed with no data caps and 1 Ethernet port.
50x50 Fiber Internet	50	50	\$ 119.95	\$ 185.00	See note (2)	CLEC	
100x100 Fiber Internet	100	100	\$ 139.95	\$ 185.00	See note (2)	CLEC	
Fiber 500 Fiber Internet	500	500	\$ 159.95	\$ 185.00	See note (2)	CLEC	
Fiber Gig* Internet	940	880	\$ 179.95	\$ 185.00	See note (2)	CLEC	

Pricing Footnotes in part C below apply to both ILEC and CLEC Area Broadband Internet Pricing Data.

C. Pricing Footnotes:

(1) Nonrecurring Internet Installation Charge may be waived during promotional offerings or with 12-month service commitment. Early termination penalties for not meeting term commitment include a \$200 Early Termination Charge in addition to any previously waived \$185 installation charges.

(2) Router is available optionally for purchase for \$85 with a 1-year term commitment, or for \$135 without a 1-year term commitment. Customers who do not meet the 1-year term commitment but purchased a router at the 1-year contract rate will be charged a \$50 modem fee upon early termination of their contract. Routers purchased from Eastex include a 1-year warranty as well as setup and support. Router is optionally available for rent for \$10 per month which includes setup and support. Self-provided routers must be a PPPoE client-capable router. Eastex does not support self-provided equipment.

(3) All services and features are subject to the availability of necessary equipment and network facilities. All broadband internet services must be qualified using the end user premises location to determine what speeds are available at the end user location. All broadband internet services are subject to Eastex's Acceptable Use Policy and network management practices as defined at www.eastex.com. Broadband services are provided through dynamically assigned IP address unless specifically contracted otherwise (additional fees apply for static IP addresses). All local voice services, where provided, are subject to Eastex's approved state and federal tariffs.

(4) Rate includes billed bundle rate plus mandatory 9-1-1 fees.

(5) All pricing is subject to mandatory taxes, fees and surcharges, which are not reflected in this document. Eastex can assist in estimating taxes, fees and surcharges; however such fees are subject to change based on state and federal requirements.

(6) Internet speed claims represent maximum network service capability speeds and are based on wired connection to gateway. Actual speeds may vary depending on multiple factors, including but not limited to: equipment performance, interference, congestion, speeds of visited websites and devices in use. Service subject to availability and all applicable terms and conditions. *Eastex's Gig service is available in all Eastex Net fiber markets, but may not be available to every location depending on local network capacity or other technical details. Actual speeds will range as fast as 940 Mbps (download) and 880 Mbps (upload) based on limitations of standard internet hardware. Gigabit Ethernet cable and gigabit router required for Eastex's Gig service.

D. CONTENT FILTERING

Initial Setup Fee, per end user internet connection \$10.00
Monthly Recurring Fee, per end user internet connection..... \$5.00

E. MISCELLANEOUS SERVICE CHARGES

Service Ordering Charges apply for work performed in connection with receiving, recording, and processing a customer request for voice service to be performed or provided at the same time, on the same account and on the same premises. One service ordering charge is applicable per customer request, per voice access line or channel.

1. A Primary Service Ordering Charge of \$12.00 is applicable:

a. For requests to establish an account for initial connection of voice service. An account is each service for which a separate access line is established.

b. For change and transfer of voice service involving change in name and responsibility whether or not there is a lapse in service.

c. For restoration of voice service disconnected for nonpayment; such service will be restored upon payment of charges

2. A Secondary Service Ordering Charge of \$8.00 is applicable:

a. For subsequent requests for voice service, change in directory listing, number change, restoration of service at customer's request and change in class of service.

b. For voice service ordered during a pending voice service order which cannot be included on the pending service order.

c. For additions, moves and changes of voice lines in the same building or in different buildings on the same premises.

3. A Line Connection Charge per voice access line of \$ 22.00 applies for work associated with the connection of the voice line extending from the serving central office to the customer's premises. It includes, but is not limited to, establishing or changing central office connections, cable cross connections, line transfers and connecting to a terminal or building terminal or moving the drop wire or protector block.

4. A Service Maintenance Charge based on cost incurred by the Cooperative applies in those instances where service difficulty or trouble results from the customer-provided or maintained inside wire, jacks and/or equipment which are not in accordance with the technical standards for such inside wire and jacks.

5. A Transaction Fee of 3% will be assessed on ESC4's annual and monthly invoices to allow Eastex to recoup the expenses associated with the imposed Omnia Partner fees contemplated in this arrangement.

ii. Proposed Equipment Deposit and Return Strategy

As stated in Section i. above, subsection C. Pricing Footnotes, footnote 2, Eastex provides a router available optionally for purchase for \$85 with a 1-year contract, or for \$135 without a 1-year term contract. Routers purchased from Eastex include a 1-year manufacturer's warranty as well as setup and support. Router is optionally available for rent for \$10 per month which includes setup and ongoing support. Eastex does not require an equipment deposit with equipment rentals; however, with rented routers, Eastex requests customers return the equipment to one of Eastex's business offices upon termination of service.

iii. Student Service Termination Before End of School Year

As stated in Section i. above, footnote 1, Eastex waives the standard \$185 service installation charge for customers who commit to a minimum 12-month term. Customers who optionally pay the nonrecurring installation charge are not held to a 12-month term commitment, and can terminate their service at any time with no penalties. Customers who opt to enter a 12-month service term agreement and disconnect service prior to the fulfillment of the 12-month term are subject to a \$200 early termination fee as well as the previously waived \$185 service installation charge. Additionally, if the customer received a modem discount price of \$85 due to acceptance of a 12-month contract term, a \$50 modem fee would be charged to the customer upon early termination of their contract.

iv. Content Filtering Capabilities

Eastex offers Internet content filtering capabilities that provide protection measures against access by adults and minors to visual depictions that are obscene, child pornography, or – with respect to the use of computers with internet access by minors – harmful to minors. Rates for content filtering are included in subpart i, D. above.

v. Coverage Area

Included herein as Tab 2, Exhibit 1, Eastex has provided maps reflecting its service coverage area. The attached maps contained in Tab 2, Exhibit 1 have been converted into an Adobe Portable Document Format (PDF) file and represent Eastex's broadband coverage areas. Eastex's service area consists of six non-contiguous areas covering all or parts of 11 counties in East Texas. There are two maps contained in Tab 2, Exhibit 1 representing the northern and southern portions of Eastex's service area. The service area is comprised of ILEC service areas identified in green and CLEC service areas identified in purple. Within the green regulated ILEC areas, Eastex is able to provide a voice/data broadband service at maximum speeds identified in each Census Block. Within the purple non-regulated service areas, Eastex is able to offer data-only broadband internet service at the maximum speeds identified by each Census Block.

Upon acceptance of Eastex's proposal, Eastex will provide a standard Google Earth Keyhole Markup language Zipped (KMZ) file in order to allow the appropriate entity

managing the TEA Connected Texas Program to search by address to determine whether an eligible location falls within Eastex's service areas and the maximum speed that may be available at that address. Actual speeds will vary based upon a number of factors including, but not limited to, available facilities and facility distances. Upon receipt of a request for service at a particular address, Eastex will qualify the available facilities and report maximum speed options to the program administrator before installing service.

vi. Multi-lingual Support

Eastex employs bilingual customer support staff able to support customers in both English and Spanish. For customers requiring support in other languages, Eastex has the ability to utilize translation programs to provide customer assistance as needed.

vii. Pricing Availability

The pricing reflected above reflects only Eastex's pricing for available retail broadband internet services and the required service components and peripheral devices associated therewith. Eastex provides other products and services on both a regulated and nonregulated basis, including, but not limited to: local voice services, calling features, long distance, private line services, Wi-Fi equipment, telephone equipment, Ethernet Transport Services, security and home automation services, and carrier access services. Rates, terms and conditions for other available services are outlined in the Cooperative's posted Rates, Terms and Conditions, individual customer contracts and state and federal tariffs.

viii. Shipping Charges

Eastex does not impose any shipping charges. Eastex provides full service installation of the above outlined broadband internet services, which ensures quality installation of equipment in order to deliver reliable service. As such, Eastex's service technicians and personnel do not ship any equipment to the customer. Rather, Eastex's installers bring any necessary equipment to the customer's premises, which is included in the service installation charges noted above.

ix. Warranty Pricing

Eastex does not provide optional warranty pricing. As stated in Section i. above, footnote 2, Eastex provides a router available optionally for purchase or rent. When purchased, the router includes a 12-month standard manufacturer warranty. When rented on a monthly basis, Eastex will maintain the router and replace it as needed, except in circumstances where the equipment has been willfully neglected or damaged by the customer.

x. Return and Restocking Fees

Eastex does not charge any return or restocking fees.

xi. Additional Discounts or Rebates

Eastex offers reduced rates to eligible low-income residential consumers under two government assistance programs called Lifeline and the Emergency Broadband Benefit (EBB) Program. However, in order to maximize benefits available to ESC4, Eastex would be required to obtain and retain end user customer information in order to comply with applicable program rules. Due to the nature of the proposed TEA/ESC4 cooperative arrangement, Eastex does not anticipate that either of the aforementioned programs will impact the services provided to ESC4.

Lifeline provides monthly discounts to an eligible customer's voice telephony service (home or wireless service, but not both) or broadband internet service. Customers who are eligible for Lifeline are also eligible for toll blocking at no charge, thereby avoiding toll charges. Lifeline service is limited to one discount per household. A household is everyone who lives in the home (including children and people who are not related to the customer) and shares income and household expenses (bills, food, etc.). A customer with Lifeline service may not transfer the Lifeline benefit to any other person. Lifeline is a nontransferable benefit.

In addition to the Lifeline program, Eastex is currently an approved carrier participating in the EBB Program. While the federal funding for this program lasts, qualifying households who opt-in to the EBB Program are eligible to receive a temporary \$50 discount off their monthly broadband internet service charges. Qualifying households located on tribal lands are eligible to receive a temporary \$75 discount off their monthly broadband internet service charges. The EBB Program officially begins May 12, 2021 and is only expected to last for 4-8 months.

xii. Payment Methods Offered

Eastex provides several convenient payment options to its customers as outlined below. These services are provided to our customers at no extra cost.

(1) CREDIT / DEBIT CARD PAYMENT - As easy as it gets. Contact your local office and pay your telephone bill with your Visa, MasterCard, Discover or American Express card.

(2) CHECK BY PHONE - Simply call Eastex, and we will promptly assist you with this payment option.

(3) BANK DRAFT - Want to pay your bill without even having think about it? Simply draft it from your selected bank account.

(4) PAY / VIEW ONLINE - You can pay and view your monthly invoice online. To activate this service please contact your local Eastex business office and provide a username and password for your account. You will then be able to access your bill online at www.eastex.com/paybill.

(5) PAY BY MAIL – Customers can submit a payment by check to Eastex by mailing their payment stub and payment to Eastex's business office at PO Box 150, Henderson, TX 75653.

(6) PAY IN PERSON – Customers are welcome to visit any of our business offices or drive-thrus during business hours to submit a payment in person. Each business office location also has a payment drop box where payments can be dropped off after hours.

xiii. Frequency of Updates to Pricing Structure

Eastex continually strives to provide its customers with the most value for their money. Therefore, Eastex constantly evaluates its service and product pricing to determine if changes are needed. That being said, the current pricing structure was recently put in place and is not expected to change in the next twelve months. Any changes to retail broadband internet offerings that might occur over the next twelve months would likely involve providing higher speeds for the same price.

xiv. Future Product Introductions

As referenced in subsection xiii above, any changes to retail broadband internet offerings that might occur over the next twelve months would likely involve providing higher speeds for the same price. For example, Eastex might optionally upgrade customers from a 30 Mbps service to a 50 Mbps service while maintaining the 30 Mbps price. If a new broadband internet service tier is introduced, Eastex will generally allow customers to upgrade their service without penalty as long as they opt into a new 12-month term commitment for the new service.

xv. Additional Relevant Pricing Information

As outlined in the Service Details of the ILEC Area Pricing Data above, within Eastex's regulated ILEC service area, a voice line is required to obtain broadband internet service. Within Eastex's regulated ILEC service area, ESC4 would be the voice customer of record and will be responsible for any ongoing charges associated with regulated voice service that may be incurred by the end user customer, as outlined in Eastex's approved federal and state tariffs. Eastex is including toll blocking to prevent the end user customer from incurring any additional toll charges, but to the extent that the end user customer incurs any unexpected additional charges, Eastex would bill all applicable charges to ESC4, including, but not limited to, applicable taxes, fees, and surcharges.

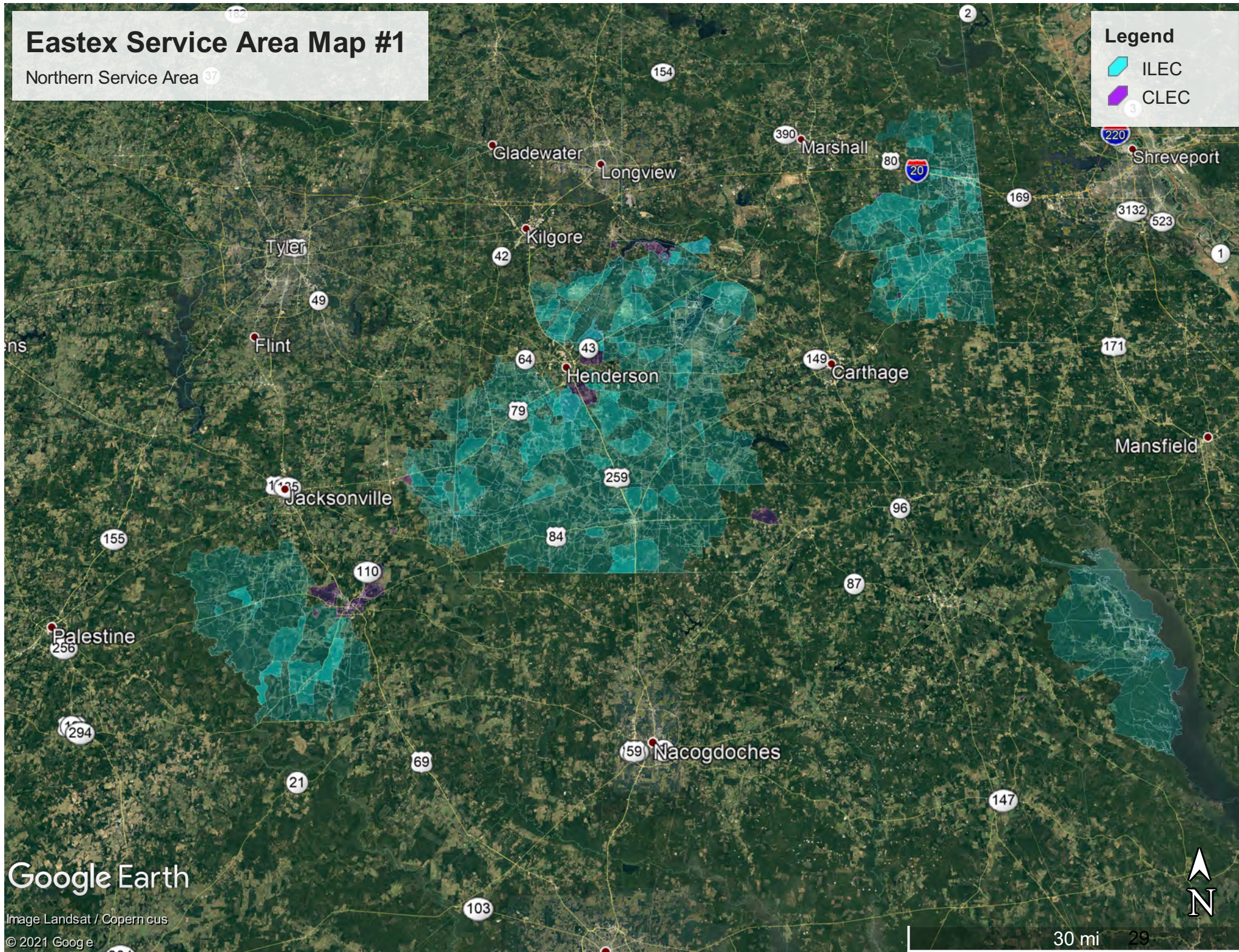
Tab 2, Exhibit 1
Service Coverage Area Maps

Eastex Service Area Map #1

Northern Service Area 37

Legend

- ILEC
- CLEC



Google Earth

Image Landsat / Copernicus

© 2021 Google

Eastex Service Area Map #2

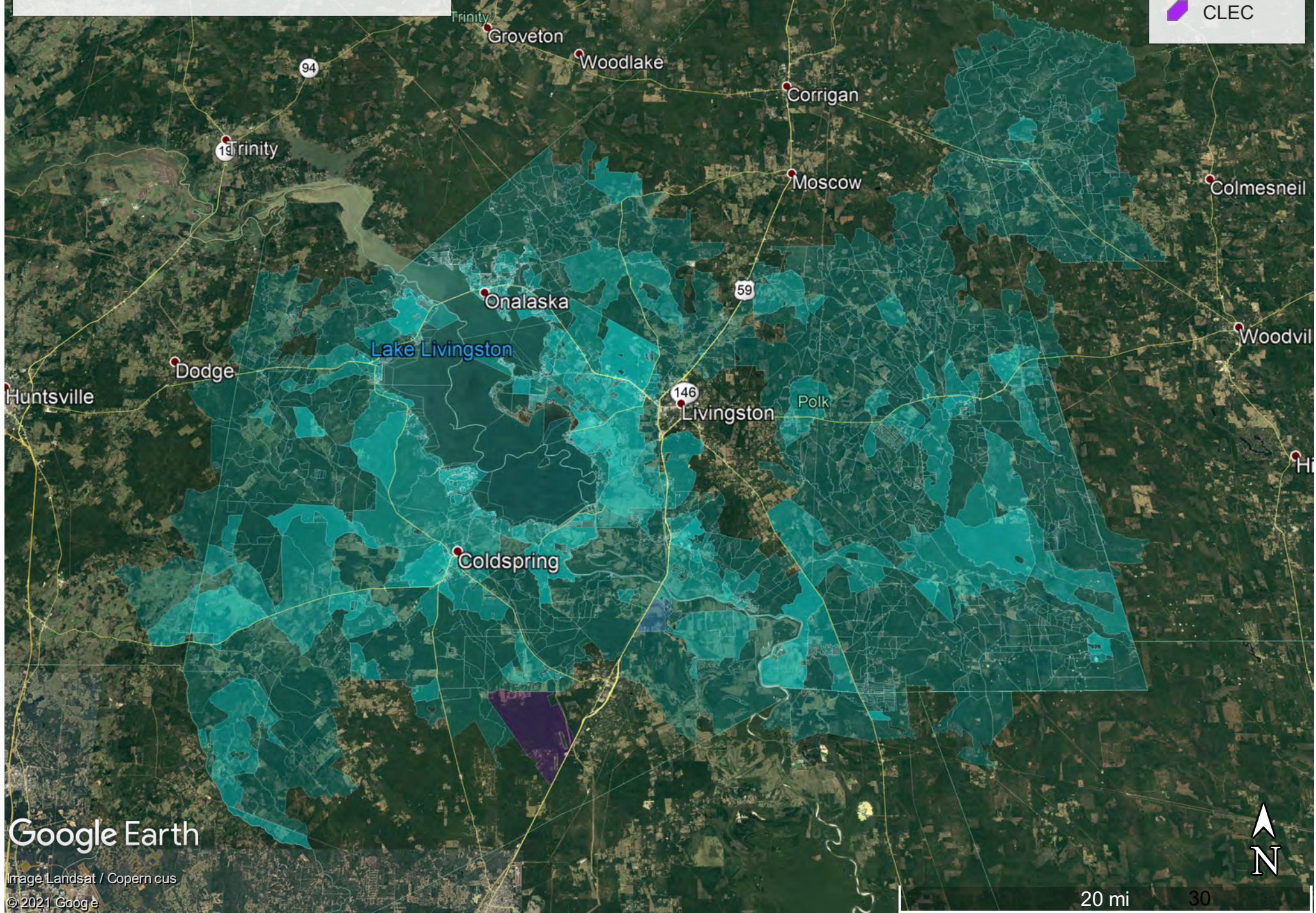
Southern Service Area

63

Legend

ILEC

CLEC



Tab 3. Performance Capability

i. OMNIA Partners Response for Cooperative Contract (Appendix D)

3.0 Supplier Response (Exhibit A)

Eastex will work with OMNIA Partners as determined by this Cooperative Contract to promote the Master Agreement Public Agencies as required, and to track and report volume to OMNIA Partners. Eastex employs advanced billing systems with data analytic capabilities to create reports that provide the data required by OMNIA to track this program.

Eastex offers the following information as requested under Appendix D, Exhibit A, Section 3.0 Supplier Response to allow the Principal Procurement Agency to determine Eastex's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

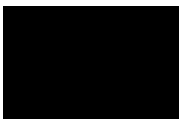
Please see response to Tab 4., Section i.

B. Number and location of support centers (if applicable) and location of corporate office.

Eastex maintains a corporate office at 3675 US Hwy 79 S., Henderson, Texas 75654. Eastex also maintains remote business offices at 1704 US Hwy 59 Loop N, Livingston, TX 77351, and at 705 Spur 156, Waskom, TX 75692.

C. Annual sales for the three previous fiscal years.

2020
2019
2018



Eastex's sales figures are part of its audited financial statements, which includes additional highly sensitive information regarding Eastex's investments, assets, revenues, and expenses. Sales figures reveal Eastex's unique approach to work, internal operations, processes, and pricing methodology, all of which would advantage its competitors if disclosed. This key commercial/financial information would provide competitors great insight into Eastex's business, causing Eastex substantive harm and competitive disadvantage, and providing the competitors with a competitive advantage over Eastex. Eastex takes reasonable steps to keep its detailed financial information secret. This information is not generally known to others, and Eastex derives benefit from

this information not being readily ascertainable to others. Eastex would be substantially competitively harmed if such granular financial information were disclosed to competitors, who could use sales data to make determinations about Eastex's costs and profits, and price their own competitive services accordingly. For that reason, this is (1) trade secret and/or commercial/financial information protected from disclosure under PIA Sec. 552.110, and (2) proprietary information protected from disclosure under Sec. 552.1101.

In addition, for so long as the competitive bidding process is ongoing, Eastex's detailed financial information is also protected under Sec. 552.104. As noted above, if Eastex's competitors were to learn its specific sales figures, they would obtain insight into Eastex's costs and profits, directly harming Eastex and giving them an advantage over Eastex in pricing their own goods for said competitive bidding purposes.

- a. Submit FEIN and Dunn & Bradstreet report.

Eastex's FEIN is 75-0838640

The current Dunn & Bradstreet report is included herein as Tab 3, Exhibit 1 and is protected material in its entirety as intellectual property.

Texas PIA Sec. 552.027 of the PIA allows governmental bodies to withhold from disclosure information that is commercially available to the public. This law was designed to ease the burden on governmental bodies of disclosing commercially available materials. It further protects the intellectual property of the drafting/selling entity; no one would pay to subscribe to commercially available works if they could obtain them for free through PIA requests. Here, the requested Dun & Bradstreet ("D&B") full report regarding Eastex is commercially available to the public, and it is not free; one must subscribe. Therefore, the D&B report is commercially available material and exempt from public disclosure under Sec. 552.027. This report may further be exempt as D&B's trade secret under Sec. 552.110 and/or D&B's proprietary information under Sec. 552.1101.

- D. Describe any green or environmental initiatives or policies.

Due to the geographic nature of Eastex's service area, which spans across multiple forested regions in East Texas, the Cooperative frequently has to obtain appropriate permits and comply with the U.S. Department of Agriculture (USDA) Forest Service requirements for protecting forest lands.

Eastex also regularly engages with the Alabama-Coushatta Tribe of Texas, which is served by Eastex's Livingston business office, to ensure that the Cooperative's broadband deployment on Tribally-owned lands appropriately manages rights-of-way, permitting, facilities siting and environmental and cultural preservation processes.

Eastex support and promotes e-billing and e-payment options to reduce paper waste and gas emissions for transport of paper bills and corresponding payments. In conjunction with Earth Day, Eastex ran a promotion to donate a tree to the USDA's U.S. Forest

Service's Plant-a-Tree Program for every new customer who signed up for a voice and broadband bundle in April, 2021.

- E. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

As an entity regulated by the Public Utility Commission of Texas (Commission), Eastex is held to higher standards than other providers of telecommunications and information services. Eastex is required to annually file information with the Commission regarding its use of Historically Underutilized Businesses (HUB) under 16 TAC § 26.80 and its Workforce Diversity efforts under 16 TAC § 26.85.

While Eastex does not always receive information from vendors regarding their HUB status, Eastex attempts to utilize HUBs for the procurement of goods and services, especially those HUBs located within the local and surrounding community. On its latest HUB report to the Commission covering October 1, 2019 through September 30, 2020 indicated a substantial use of HUBs for professional services with a significant increase over the prior year.

Eastex is also committed to employing a diverse workforce with an emphasis on recruiting, training and employing individuals with the education and skill-sets needed from within the local community. Eastex's latest Workforce Diversity report indicates that roughly 50% of its workforce is either female or members of minorities.

- F. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes ☐ No ☒

If yes, list certifying agency: _____

- G. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Eastex does not generally obtain information from all of its subcontractors regarding their minority-owned standards and is therefore unable to identify whether or not they meet such standards. As outlined in the RFP, Eastex is proposing to offer services through itself and its wholly-owned affiliate, Eastex Celco, LLC d/b/a Eastex Net.

- H. Describe how supplier differentiates itself from its competitors.

Eastex differentiates itself from its competitors by being a member-owned cooperative corporation, representing the interests of the members it serves. Eastex is also well known for its excellent customer support at every level of service. Eastex also has a stellar reputation for being a community partner, and for constantly evolving and improving the services it provides.

- I. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Eastex Telephone Cooperative, Inc. is a cooperative that is owned by its approximately 20,000 members. The Cooperative is not aware of any members or corporate officers that have been convicted of a felony.

- J. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against Eastex.

3.2 Distribution, Logistics

- A. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

No other companies will be involved in processing, handling or shipping the products/service to the end user.

- B. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Please see response to Section 3.1, B. above. At each of Eastex's three business offices, the Cooperative maintains a warehouse from which supplies are distributed for the provisioning of end user services.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement to include, but not limited to, executive leadership endorsement and sponsorship of the award within first 10 days.
- Within the first ten days of the award, Eastex's executive team will confer with the Board of Directors to obtain their executive leadership endorsement and sponsorship of the award.
 - Immediately upon receiving the Board's approval, Eastex's General Manager will make a staff announcement to inform all Cooperative personnel of the award.
 - Within the first ten days of the award, Eastex's General Manager will direct appropriate staff to implement the marketing plan as outlined in the response to section B. below.
 - Within the first ten days of the award, Eastex's executive team will coordinate to administer necessary staff training to ensure contract implementation readiness.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement immediately upon award, which may include, but not limited to:
- Days 1-10: Upon receiving General Manager direction for implementation of marketing plan, the Director of Business Development and Marketing Director will coordinate issuance of a press release announcing Master Agreement award. Press release will be posted on Eastex's website and as an attachment through Eastex's social media channels on Facebook, Twitter and LinkedIn.
 - Days 10-30: Eastex's Director of Business Development and Marketing Director will publish Master Agreement details and contact information on designated webpage within Eastex's website at eastex.com, to include all of the following required components:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials (to be expanded upon in Days 30-90 as outlined below)
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
 - Days 30-60: Eastex will design, publish and distribute co-branded marketing materials reflecting the program details utilizing customer-facing advertising through the

following platforms and/or channels, as deemed most capable of reaching the target audience:

- Eastex's designated OMNIA/TEA program webpage within Eastex's website
- Eastex's Facebook and Twitter social media channels
- Eastex's bi-monthly member "Connection" magazine
- Eastex's monthly newsletter
- Eastex's bill messages on end user monthly invoices
- Electronic mail communications to local independent school districts
- Days 60-90: Eastex will finalize ongoing marketing and promotion plan for the Master Agreement to be implemented by Day 90. This campaign would utilize all of the appropriate channels outlined in the previous bulleted response, and would include various customer-facing education materials to effectuate interest and understanding of the program. If necessary, the campaign could also include presentations to local entities to inform them of the program details.

- C. Include a list of current cooperative contracts (regional and national) Supplier holds.

While Eastex currently holds contracts with many of its local school districts to provide services to such districts under the federal E-rate program, Eastex does not currently hold any regional or national cooperative contracts such as that contemplated through this ESC4 arrangement.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Eastex agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Eastex also acknowledges that use of OMNIA Partners logo will require permission for reproduction.

- E. Provide the name, title, email and phone number for the person(s), who will be responsible for:

1. Executive Support
Rusty Dorman, General Manager, rusty@eastex.com, 903-854-1000
2. Marketing
Kaitlin Puckett, Marketing Director, Kaitlin@eastex.com, 936-967-1000
3. Sales
Henderson Office:
Liliana Tavo, Customer Service Representative, tavol@eastex.com
903-854-1000
Livingston Office:
Carrie Webster, Customer Service Representative, websterc@eastex.com,
936-967-1000

Brenda Cavanaugh, Customer Service Representative,
cavanaugh@eastex.com, 936-967-1000

Waskom Office:

Rhonda Noble, Customer Service Representative, rhonda@eastex.com,
903-687-3600

4. Sales Support
Same as Sales contacts listed in subsection E.3. above.
5. Financial Reporting
Steve Alexander, CFO, stevena@eastex.com, 903-854-1000
6. Accounts Payable
Michael O'Neill, Director of Finance, moneill@eastex.com, 903-854-1000
7. Contracts
Wes Robinson, Director of Regulatory Affairs, Wes@eastex.com,
903-854-1290

ii. Appendix D, Exhibit B, OMNIA Partners Administration Agreement

Eastex has reviewed the example OMNIA Partners agreements and certifications and will work with OMNIA to execute all necessary agreements and certifications upon Eastex's successful award of its bid for Solicitation Number 21-08. Eastex does not propose any exceptions to the OMNIA Partners Administration Agreement.

iii. Appendix D, Exhibit F. Federal Funds Certification

Eastex has attached a completed Federal Funds Certification included herein as Tab 2, Exhibit 2.

iv. Understanding of the Scope of Work and TEA Connect Texas Program Requirements

Eastex understands the TEA Connect Texas program contemplated by this ESC solicitation is specific to economically disadvantaged and rural Texas kindergarten through 12th grade households seeking broadband internet access and any necessary equipment to enable wired broadband service at minimum speeds of 25 Mbps download and 3 Mbps upload, with 99.99% uptime, content filtering consistent with the Children's Internet Protection Act (CIPA), and without being subject to any prioritization or throttling, which is consistent with Eastex's Net Neutrality standards and practices outlined at <https://www.eastex.com/legal/broadbandinternetaccessdisclosures/>.

Eastex understands that the account holder(s) under this arrangement will be at the LEA or Region 4 level, and that Eastex will require no personal information of eligible students or their guardians other than address information and permissions necessary for installation. Eastex also understands that it will make available a support line to support school district-level questions and issues and that trouble reporting must be available 24 hours a day, 7 days a week. Eastex proposes to meet each of the requirements by utilizing its standard business practices to the extent possible for provisioning broadband internet

access services to unserved eligible households as indicated by ESC4 or its designated LEAs, as further detailed throughout this bid response.

v. Eastex Broadband Data Performance Standards

Eastex offers Internet services primarily through Digital Subscriber Line (DSL) services connected to Eastex's fiber and/or copper facilities. In some cases, Eastex may also offer Fiber to The Home (FTTH) services, where available. These offerings provide a number of asymmetric and symmetrical speed profiles ranging from speeds up to 25Mbps download and 3 Mbps upload for DSL services and, as to FTTH, up to 940Mbps download and 880Mbps upload. Optimum speeds are dependent upon many factors including specific technology deployed for a customer connection, loop length and a variety of other factors that may or may not be inside of Eastex's control including, but not limited to, such things as the number of devices the customer elects to connect to the Internet modem/router, radio frequency interference within the customer's home, network congestion, etc.

Eastex also commits to providing broadband internet access service with no blocking, throttling or prioritization practices, consistent with the Cooperative's [Network Management Policy](#) (Net Neutrality) located in the legal portion of its website. Eastex provisions its network to ensure that its customers can enjoy the speeds to which they subscribe. However, Eastex does not guarantee that a customer will actually achieve those speeds at all times. No Internet Service Provider can guarantee a particular speed at all times to a customer. Eastex advertises its speeds as "up to" a specific level based on the tier of service to which a customer subscribes.

The "actual" speed that a customer will experience while using the Internet depends upon a variety of conditions, many of which are beyond the control of Eastex. While it is impossible to list all conditions that could possibly affect Internet service, some of the most common are:

- Performance of a customer's computer, including its age, processing capability, its operating system, the number of applications running simultaneously, and the presence of any adware, malware and viruses.
- Type of connection between a customer's computer and modem/router. For example, wireless Wi-Fi connections may be slower than wired connections into a router or modem. Wireless connections also may be subject to greater fluctuations, interference and congestion from other common household electronics including, but not limited to, microwave ovens. Eastex does not recommend wireless modem connections for high-bandwidth applications in conjunction with its higher speed tiers as many wireless connections typically are not capable of supporting speeds delivered by these tiers to the wireless customer device particularly when multiple devices are connected to the wireless modem/router.
- The distance packets travel (round trip time of packets) between a customer's computer and its final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. The Internet is a

“network of networks.” A customer’s connection may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will most likely affect the overall speed of the customer’s Internet connection.

- Congestion or high usage levels at the website or destination can impact a customer’s Internet connection speed. If a large number of visitors are accessing a site or particular destination at the same time, your connection will be affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently.
- Gating of speeds or access by the website or destination may impact a customer’s Internet connection speed. In order to control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a customer’s connection and impact their download speeds.
- Latency is another measurement of Internet performance. Latency is the time delay in transmitting or receiving packets on a network. Latency is primarily a function of the distance between two points of transmission, but also can be affected by the quality of the network or networks used in transmission. Latency is typically measured in milliseconds, and generally has no significant impact on typical everyday Internet usage. As latency varies based on any number of factors, most importantly the distance between a customer’s computer and the ultimate Internet destination (as well as the number and variety of networks your packets cross), it is not possible to provide customers with a single figure that will define latency as part of a user experience. However, Eastex strives to maintain its network such that customers can achieve a latency of less than 100 milliseconds.

There are numerous products and services available to test Eastex’s services. These tests are heavily dependent on a customer’s home network configuration, modem, and computers, and therefore do not reflect the performance of the Eastex network only. In order to test your Internet speed when utilizing Eastex’s Internet services, go to www.eastex.com/broadband-internet/speed-test-overview/. Eastex also may be able to provide testing of the services to assure that customer is receiving the subscribed bandwidth at the demarcation point between Eastex’s network and the customer’s inside wiring. If the tests demonstrate the customer’s services are degraded from the speeds delivered by Eastex’s network, the customer should evaluate problems with the customer’s equipment at the premises and any software issues associated with the use of that equipment.

vi. Service’s Network Reliability

Eastex maintains and exercises an Emergency Operations Plan which includes provisions for maintaining continuity of service during disasters or unforeseen events. All Eastex personnel are committed to following the plan and the provisions contained therein in the event of a system-wide or local emergency that arises from natural or manmade disasters. This plan complies with 16 TAC § 26.51 and is on file with the Public Utility Commission of Texas.

vii. Security Policies for Protecting Privacy and Data

The Cooperative, through its employees, managers and Board of directors, employs and follows Fraud, Red Flag, Code of Conduct and Customer Proprietary Network Information (CPNI) policies in compliance with state and federal regulations. Such policies are incorporated into the Cooperative's Corporate Policy Manual and its Employee Handbook. Such policies are periodically reviewed and updated at the direction of the General Manager, and all employees receive training on such policies as appropriate and/or mandated by state or federal regulatory agencies. These policies ensure that Eastex's standard operating practices employ compliant measures to properly manage sensitive and proprietary customer information.

Additionally, Eastex maintains security measures to safeguard data. These measures include, but are not limited to: 1) using passwords and user codes to limit access to the data storage system and to files and programs; and 2) conducting mainframe backups at regular intervals to ensure data recovery capabilities.

Eastex also voluntarily operates under the National Institute of Standards and Technology (NIST) cybersecurity framework. Through this framework, Eastex maintains rigid and continuously evolving standards to protect the Cooperative from cyber threats.

Within its Emergency Operations Plan, Eastex upholds emergency preparedness measures specific to data protection and cybersecurity, and designates a data security officer as well as a data breach response team. Data Breach response measures are outlined in the Cooperative's Emergency Operations Plan, and comply with state and federal regulations for containing and reporting data breaches.

As outlined in Eastex's [Network Management Policy](#), Eastex actively seeks to address the threats posed by harmful and unwanted internet traffic and thus to protect the security and integrity of its network and its customers. Malicious software (often referred to as "malware") such as viruses, worms, spyware, and distributed denial of service ("DDoS") attacks not only can adversely affect the network, but also can result in harm to customers' computers and the quality of the service they receive, compromise their data, and harm third parties as well. Unwanted communications such as spam can lead to similar problems.

Eastex encourages its customers to protect themselves from malicious Internet content utilizing a wide variety of commercially-available tools such as anti-virus, firewalls, and anti-malware tools. Additional information regarding these tools can be found at www.eastex.com/broadband-internet/internet-security/.

As set forth in Eastex's [terms and conditions](#), it is the customer's responsibility to initiate and maintain safeguards as to the customer's services and equipment, including adequate and secure passwords, updated anti-virus software and other protections for the customer's equipment applicable to the services.

Eastex may employ certain practices on a case-by-case and as-needed basis to protect its network and its customers against distributed denial of service (“DDoS”) attacks. These practices could be triggered if Eastex detects traffic levels that significantly exceed certain baselines; the applicable thresholds are not disclosed here, in order to ensure that these security practices remain effective and cannot be deliberately circumvented. Further, in accordance with common industry practices (and in response to demonstrated harms), Eastex may on occasion and for limited periods of time inhibit certain Internet ports that are commonly misused to harm networks, although this in no way is intended to prevent any Eastex customer or broadband Internet access user from accessing lawful Internet content.

viii. Communication of Planned Outages

For commercial accounts, Eastex provides advanced written notice via email of planned outages or scheduled maintenance that may otherwise affect service. For residential services such as those contemplated under the proposed ESC4 arrangement, Eastex regularly performs network maintenance and upgrades during a service window from midnight to 5 o’clock in the morning to provide minimal service disruption.

ix. Emergency Requests and Orders Response

Eastex makes every attempt to assist its customers with emergency requests. Eastex responds to all orders in a timely fashion, as discussed further in the response to part x. Average On-Time Installation Rate, below.

x. Average On-Time Installation Rate

As a regulated entity, Eastex complies with service quality objectives and performance benchmarks established by the Public Utility Commission of Texas and files quarterly service quality reports in the Commission’s designated project for each applicable year. Eastex’s latest quarterly report indicates that Eastex completed 96.7% of its primary service orders within 5 working days and 100% of its regular orders within 5 working days. Eastex completed 98.5% of its service installations within 30 days and 100% of its installations within 90 days. Eastex met 99.8% of its service installation commitments.

xi. Product Return and Restocking Policy

Eastex does not have a product return or restocking policy. Upon termination of a broadband internet contract where a customer has rented a modem, Eastex asks the customer to return the modem to the nearest local Eastex business office.

xii. Customer Service and Problem Resolution Process

Upon request, for large customers such as ESC4, Eastex can designate an account agent so that ESC4 has the ability to directly contact their account representative at any time during business hours. Eastex also extends to customers a contact number for reporting service problems 24 hours a day, 7 days a week. Eastex maintains a Help Desk for internet support, and provides extended Help Desk hours that include evenings and weekends. Eastex also maintains an interactive website portal that allows customers to view statements and pay bills online, as well as receive important information about their account. Additionally, as a regulated telephone cooperative, Eastex complies with all of the Public Utility Commission's customer service rules and consumer protection standards. These standards ensure that Eastex is taking strict measures to provide its customers with the highest quality of service available in the communications industry.

When a customer contacts Eastex to report a problem with a service, customer service staff first troubleshoot the problem with the customer over the phone to help ensure that the customer does not incur service charges unnecessarily. If the problem cannot be corrected over the phone with assistance from a customer service representative or technician, then Eastex creates a trouble ticket which prompts action from an outside plant technician, who travels to the end user customer's premises to conduct testing and repair functions until the problem is resolved.

Eastex's mission is to provide quality, reliable telecommunications and internet access services to its customers. Eastex understands that customers require dependable service and Eastex has been meeting its customer needs for over 70 years.

xiii. Invoicing Process

Eastex bills all services in monthly bills issued to customers on the 1st of the month. If Eastex is selected to participate in the program, Eastex-assigned staff will work with ESC4 designees, within acceptable E-rate program parameters and Eastex's billing system capabilities, to establish billing and invoicing procedures that will support either Form 472 Service Provider Invoice or Form 474 Billed Entity Applicant Reimbursement billing processes, if applicable. For E-rate customers that request discounted service rates on their monthly bills, Eastex can provide discounts on eligible E-rate services once an E-rate funding commitment has been issued by USAC (or other E-rate fund administrator if USAC is replaced), and ESC4 has filed the appropriate Form 486 information to allow E-rate invoicing to occur.

If appropriate or deemed beneficial, Eastex is able to bill ineligible components separately from eligible services, either on the same bill or on a separate bill, to avoid confusion with E-rate invoicing and/or audit processes. Under normal circumstances, all customer billing is issued by Eastex on the first of each month, and Eastex supports both paper and paperless billing processes. However, Eastex understands that ESC4 wishes to pay annually and will work within the parameters of the program to accommodate this request

understanding that monthly usage-based non-recurring charges may be incurred by the end user customer, which would be billed monthly.

Please see Tab 2., subsection xii for information about payment options.

xiv. Contract Implementation and Customer Transition Plan

Eastex understands that ESC4 wishes to pay for service upfront on an annual basis. Eastex also understands that current customers receiving broadband internet service from Eastex will not qualify to participate in the program and therefore does not anticipate any customer transition. Accordingly, Eastex is not proposing any specific customer transition plan but is willing to work with ESC4 to accommodate any reasonable customer transitions.

xv. Eastex Financial Condition

Eastex has been in business since June 9, 1950. Eastex has a strong financial history, with an excellent Dun & Bradstreet rating. Eastex has the financial capacity to be providing telecommunications and internet services to its cooperative members and customers for the foreseeable future.

xvi. Eastex Website

www.eastex.com

Eastex's website provides general product and service information, company newsletters, company contact information, legal notices regarding rates, terms and conditions and network management practices, etc... as well as a customer portal for online account transactions. The website is managed internally and updated regularly with new, helpful information for customers.

xvii. Additional Relevant Information

Eastex does not offer any additional relevant information.

Tab 3, Exhibit 1

Dunn & Bradstreet Report (Protected Material)

Tab 3, Exhibit 2
Federal Funds Certification

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.


Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Version January 29, 2021

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BD Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BD Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BD Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BD Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES RB Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES RB Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES RB Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES BD Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES B Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES B Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES B Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Eastex Telephone Coop., Inc

Address, City, State, and Zip Code: 3675 US Hwy 79 South, Henderson TX 75654

Phone Number: 903-854-1000 Fax Number: 903-854-1205

Printed Name and Title of Authorized Representative: Rusty Dorman General Manager

Email Address: rusty@eastex.com

Signature of Authorized Representative: Rusty Dorman Date: 5-14-2021

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV-7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”
8. Debarment and Suspension.
 - a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
 - b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Easter Telephone Coop., Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Rusty Dorman General Manager

Name and Title of Contractor's Authorized Official

5-14-2021

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from thecontract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.


Offeror's Name: Eastex Telephone Coop, Inc

Address, City, State, and Zip Code: 3675 US Hwy 79 South, Henderson Tx 75654

Phone Number: 903-854-1000 Fax Number: 903-854-1205

Printed Name and Title of Authorized Representative: Rusty Dorman General Manager

Email Address: Rusty@eastex.com

Signature of Authorized Representative:  Date: 5-14-2021

Tab 4. QUALIFICATIONS AND EXPERIENCE

i. Brief History

Eastex Telephone Cooperative has a rich history of member-owned service, dating back to 1950 when its charter was formed, making Eastex one of the first telephone cooperatives established in the nation. Today, Eastex and its affiliates and subsidiaries Eastex Net and ECS Security and Automation are proud to deliver top-quality broadband internet, voice, high-capacity data transport, Wi-Fi, and security and automation services to approximately 20,000 subscribers spread across Rusk, Panola, Cherokee, Shelby, Harrison, Hardin, Liberty, Tyler, San Jacinto, Polk and Walker counties.

Eastex is led by an executive team and a seven-member board of directors, who recognize the importance of critical telecommunications and broadband services for rural households and businesses. Eastex currently serves 21 exchange areas with advanced digital switching equipment and nearly 10,000 route miles of network cable, with more of that being upgraded with fiber optics every day.

Eastex employs a highly trained and committed staff of approximately 140 individuals, many of whom have served the company for decades, adding valuable knowledge to their respective roles. Eastex's staff works from the Cooperative's regional headquarters in Henderson, Texas, as well as from two remote business offices in Livingston, Texas and Waskom, Texas.

ii. Eastex's Reputation in the Marketplace

Eastex maintains an exceptional reputation in the marketplace as a member-owned telephone cooperative and internet service provider committed to serving its rural East Texas customers. Eastex upholds an A+ rating with the Better Business Bureau and frequently receives 5-star reviews from customers on its Google profile. Eastex is known as a leading community partner in the markets it serves, and exemplifies its commitment to being a socially responsible company by conducting an annual scholarship program as well as providing many charitable donations to local area businesses and nonprofits.

Eastex is also well known for exceptional customer service and frequently receives praise for its committed personnel who go above and beyond to provide excellent service in all areas of service ordering, installation, maintenance and account assistance. During the COVID-19 pandemic, Eastex was recognized by the FCC as one of only a handful of companies in Texas that not only took the FCC's Keep Americans Connected Pledge, but also went above and beyond by offering free broadband internet service for two months to households with students and/or teachers, and for providing over a dozen free Wi-Fi access points to local area schools to assist with remote learning initiatives (See: <https://www.fcc.gov/companies-have-gone-above-and-beyond-call-keep-americans-connected-during-pandemic>).

iii. Eastex's Reputation of Products and Services in the Marketplace

With a service history dating back to 1950 when Eastex's charter was formed, and a mission to serve the members that help form the Cooperative, Eastex is well known for its strong reputation delivering high quality telephone and broadband internet services throughout its rural East Texas service areas. Because Eastex's mission is to provide high quality telecom solutions to areas of East Texas that would otherwise be entirely unserved by traditional telecommunications companies, the Eastex Board of directors and staff work tirelessly to bring the most advanced communications network and equipment to its remote customers. Eastex continually upgrades its network facilities, backhaul arrangements and communications equipment to bring more advanced equipment capabilities, greater capacity and fiber optic supported internet speeds to more communities daily. Eastex also prides itself on providing broadband internet service with no data caps, giving customers unlimited usage of their retail internet service. As outlined in Eastex's [Network Management Practices](#), Eastex does not block any internet traffic, so long as traffic is not malicious or harmful to its network, nor does it throttle or provide any prioritization. These efforts combined with standard congestion management practices have ensured excellent product stability and customer satisfaction.

iv. Experience and Qualifications of Key Employees

Management and certain key personnel profiles are outlined below and exemplify the vast experience the Eastex team brings to the communities it serves.

Rusty Dorman is an accomplished General Manager of Eastex Telephone Cooperative, Inc., bringing nearly four decades of executive and management level telecommunications experience to the cooperative. Rusty oversees all facets of the operations for Eastex and its affiliates and brings to his executive experience both a strong technical background from his roots as a technician as well as an unwavering commitment to bring the best technology to the communities Eastex serves. He also actively serves on the Board of Directors for the East Texas Fiber Line as well as the Texas Telephone Association (TTA), each within which he has assumed various Director roles since 2004 and 2006, respectively. Throughout his career, Rusty has served on Technical Committees and Legislative/Regulatory Committees for both TTA and the Texas Statewide Telephone Cooperative, Inc. In 2015, Rusty received the prestigious Neville Haynes Award by TTA.

Steve Alexander has 31 years' experience as a CPA in the telecommunications business. Mr. Alexander has been employed with Eastex since August 1998, serving as Controller until his appointment as Chief Financial Officer in April 2013. Before coming to Eastex, Mr. Alexander served as a Senior Manager for Curtis Blakely & Company, PC.

Philip Cox has 29 years' experience in telecommunications. Mr. Cox has been employed with Eastex since May 2014, serving as the Operations Manager. Before coming to Eastex, Mr. Cox worked for Genband (formally Northern Telecom/Nortel) from 1991 until May 2014. He has extensive knowledge about telephone switching and fiber optic

equipment, and has served as an installer, installation supervisor, sales engineer, and senior sales executive before coming to Eastex.

Anthony Hendrix has 36 years of experience in the telecommunications industry, and has been employed with Eastex since April, 1985. Since joining Eastex, Mr. Hendrix has performed vital work functions in all of the following areas: network construction, installation and repair (copper and fiber optics), warehouse, engineering, all internal paperwork processes with service and work orders, cable splicing, fiber splicing, cable repair, central office switching, and all customer-based equipment such as DSLAMs, routers, etc.... Since June, 2014, Mr. Hendrix has served as the Outside Plant Manager overseeing plant operations in Eastex's Livingston, Texas service region.

v. Eastex's Experience with Public School Districts

Eastex Telephone Cooperative, Inc. has been working closely with its local area school districts since the Cooperative was formed, and has allocated staff to actively partner with local area school districts since 2008. Eastex currently works with 11 public school districts across its service area, as well as a few school districts outside of its service area. Eastex also works with 3 regional Education Service Centers: ESC5, ESC6, and ESC7. At the start of the COVID-19 pandemic, Eastex offered free Wi-Fi access points to serve students throughout its service territory, and subsequently set up over a dozen Wi-Fi access points for a majority of the districts Eastex serves. Additionally, Eastex has worked directly with district IT staff in special circumstances. For example, Eastex was able to partner with one of the schools to set up remote video learning for a student who remained at home during his cancer treatments. Over the years, Eastex's staff has developed a strong working partnership with district staff so as to meet any need that may arise.

vi. E-Rate Assistance

Eastex currently provides telecommunications services under the universal service support mechanisms available at the state and federal level. Eastex is a long-standing participant in the federal E-rate program, and operates under the service provider identification number (SPIN) 143002423. As such, Eastex is familiar with the extensive rules and regulations surrounding participation in the E-rate program and will work with ESC4, as allowed under E-rate rules, to ensure that ESC4 and the LEAs it represents receive the greatest benefits of the program, if applicable.

Eastex certifies its compliance with E-rate program rules annually. Eastex employs E-rate subject matter experts who provide guidance and assistance to Eastex as needed to ensure compliance with E-rate program rules and regulations. Eastex also receives training periodically to ensure that all relevant staff members are knowledgeable of E-rate program rules and regulations, and are monitoring Eastex's internal processes to assure compliance.

Outside of an active E-rate application (Form 470) bidding window, Eastex is available to help its prospective or existing E-rate customers with project planning. While the E-rate program does not allow Eastex to specifically assist E-rate customers with the development of their E-rate applications, Eastex can assist customers with general network planning before E-rate applications are posted, as well contract development and funding request paperwork after Eastex has been selected as a winning service provider.

Throughout the year, Eastex staff members communicate with its E-rate customers as appropriate to ensure that the customer's needs are met and the services provisioned are operating as expected. Eastex also monitors all E-rate program paperwork and is committed to communicating clearly and promptly with both USAC and E-rate billed entities. Eastex frequently performs courtesy checks of E-rate paperwork and, as a part of its commitment to exceptional customer service, notifies customers of upcoming deadlines and/or paperwork errors or issues.

Eastex retains documents related to the delivery of E-rate services for at least ten years after the last day of the delivery of such services. All other documents that demonstrate compliance with the statutory or regulatory requirements for the schools and libraries mechanism are retained as well. Eastex's E-rate record retention is just one aspect of the Company's larger record retention process, which focuses on ensuring audit readiness and compliance with various federal and state rules and regulations.

Upon request and subject to restrictions pertaining to the CPNI and Red Flag rules noted below, Eastex can provide copies of retained documents to ESC4 should a need arise. Additionally, should an unexpected audit occur, Eastex can and will supply records per auditors' request(s). Eastex will obtain proper consent from ESC4 prior to releasing any confidential information to the auditor(s) or reviewer(s), or will follow available legal channels to appropriately protect and hold confidential any proprietary or sensitive information. ESC4 can feel confident that any records are preserved, protected, and shared pursuant to state and federal regulations.

Eastex believes that its long-standing history of providing exceptional communications services, and its knowledge and resources concerning the E-rate program make Eastex well positioned to serve ESC4.

vii. Past Litigation, Bankruptcy, Reorganization and State Investigations

Eastex has no history of past litigation, bankruptcy or state investigations. The Cooperative has also not experienced any major reorganizations in its seventy plus years of business.

Tab 4a.

viii. Customer References

Eastex provides broadband internet services comparable to those requested by ESC4 to numerous customers in East Texas, and has a proven track record of delivering exceptional customer service. The customers listed below have provided Eastex permission to share their contact information for reference purposes. However, Eastex is submitting this information as protected in order to protect the privacy of the individuals and their protected customer proprietary network information.

Texas PIA Sec. 552.101 excepts from disclosure “information considered to be confidential by law, either constitutional, statutory, or by judicial decision.” This incorporates information protected by federal statutes and regulations. Thus, information considered to be “confidential proprietary network information” or “CPNI” under the Communications Act or FCC regulations is likewise exempt from disclosure under the PIA. Since these customers are not listed in any published directory, their names, contact information, and their categorization as a telephone or broadband customer of Eastex or its affiliates is all considered CPNI because it is “information contained in the[ir] bills” and “relates to the ... type... of use of a telecommunications service...” they utilize. See 47 U.S.C. 222(h)(1).

In addition, Sec. 552.101 encompasses both common-law and constitutional privacy considerations. Common-law privacy excepts from disclosure private facts about an individual. *Industrial Found. v. Texas Indus. Accident Bd.*, 540 S.W.2d 668 (Tex. 1976), *cert. denied*, 430 U.S. 931 (1977). Constitutional privacy excepts from disclosure information related to certain “zones of privacy” that are not applicable here as well as certain “personal matters.” See *Ramie v. City of Hedwig Village, Tex.*, 765 F.2d 490 (5th Cir. 1985); ORD 455 at 6-7. There is a balancing test that weighs the individual’s interest in protecting certain information against the public’s interest in obtaining the information. While a person’s personal contracting decisions with certain providers over others does not tend to be an embarrassing fact, such contracting decisions are inherently private and personal. Moreover, there is absolutely no legitimate public interest in revealing the identities and contact information of these individual customers of Eastex to the public. To that end, privacy concerns further weigh in favor of treating individual customer information listed here as confidential under Sec. 552.101.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

ix. Additional Information Relevant to this Section

Eastex does not have any additional information relevant to this section.

Tab 5. Value Add

Eastex has developed this bid to provide ESC4 with service pricing for extremely reliable landline services that do not experience the vagaries of service quality issues common to wireless services and are less expensive than Eastex's standard retail offerings. As a small, rural, independent Internet Service Provider, Eastex has the ability to work closely with ESC4 to implement the details of the TEA Connect Texas Program. Many of Eastex's staff have worked for the Cooperative for over a decade, making them well-versed in the Cooperative's business systems and thus able to accommodate new arrangements. Simply put, the limited size of Eastex's operations and extensive experience delivering telecommunications and internet services makes Eastex capable of acting swiftly and pivoting nimbly to effectuate service improvements for the communities it serves. For these reasons, Eastex submits that there is dramatic value not only in the services it proposes herein, but in the ways in which Eastex can deliver those services to economically disadvantaged and rural K-12 households, if Eastex is awarded this bid.

- Tab 6. Additional Required Documents**
- 6a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)**
 - 6b. Antitrust Certification Statement (Appendix C, Doc #2)**
 - 6c. Implementation of House Bill 1295 Certificate of Interested Parties (Appendix C, Doc #3)**
 - 6d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)**
 - 6e. Additional Documents - Master Services Agreement (Appendix C, Doc #5)**
 - 6e. Solicitation Number 21-08, Addendum 1**

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

- Tab 3, Section 3.1.C contains protected annual sales information for the three consecutive years.
- Tab 3, Section 3.1.C.a., Exhibit 1 contains protected material from Eastex's Dunn & Bradstreet Report.
- Tab 4, Section viii contains personal information of individuals listed as customer references.

5-14-2021
Date


Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Eastex Telephone Coop., Inc.


Address

3675 US Hwy 79 S
Henderson, TX 75654

Phone 903-854-1000

Fax 903-854-1205

Contact



Signature

Rusty Dorman

Printed Name

General Manager

Position with Company

**Official
Authorizing
Proposal**

Signature

Printed Name

Position with Company

Appendix C, Doc #3

**CERTIFICATE OF INTERESTED PARTIES
FORM 1295**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Eastex Telephone Coop., Inc.
Henderson, TX United States

Certificate Number:
2021-752019

Date Filed:
05/13/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation No. 21-08
Internet Service Provider

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alexander, Steven	Henderson, TX United States	X	
	Dorman, Rusty	Henderson, TX United States	X	
	Langston, Cecil	Henderson, TX United States	X	
	Barton, Keith	Henderson, TX United States	X	
	Langley, Frank	Henderson, TX United States	X	
	Ross, Randy	Henderson, TX United States	X	
	Roach, David	Henderson, TX United States	X	
	Marvin, Amlin	Henderson, TX United States	X	
	Gladden, Kenneth	Henderson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rusty Dorman, and my date of birth is 08-14-1962

My address is 3675 US Hwy 79 South, Henderson, TX, 75654, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Rusk County, State of Texas, on the 13 day of May, 20 21.
(month) (year)

Rusty Dorman

Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Rusty Dorman, as an authorized representative of Eastex Telephone Cooperative, Inc., a contractor engaged by Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

5-14-2021

Date

MASTER SERVICE AGREEMENT
Region 4 Education Service Center
Internet Service Provider for TEA Connect Texas Program

This MASTER SERVICE AGREEMENT (the "Agreement") is made as of the Effective Date set forth below between Eastex Celco, L.L.C., for itself and any affiliated companies providing the applicable services ("Provider"), and the Customer identified below on the signature page of this Agreement (the "Customer").

SPECIAL PROVISIONS APPLICABLE TO GOVERNMENTAL CUSTOMER: This Agreement is for the provision of certain services to Customer as a state or local governmental agency and is subject to (1) Provider's response(s) to any applicable Request for Proposal or similar solicitation referencing this Agreement (the "RFP Response(s)"), including, without limitation, any Customer-required contract executed by Provider in accordance with the RFP (the "RFP Contract") and (2) the additional terms and conditions as well as exceptions to the standard terms hereof as required for services to Customer as a Texas school district and set forth in **Addendum 1** attached hereto and incorporated herein by reference. In the event of a conflict between Provider's RFP Response(s), including any RFP Contract, and this Agreement, the terms of the RFP Response(s) shall control. Additionally, in the event of any conflict between Addendum 1 attached to this Agreement and the standard terms and conditions of this Agreement, the terms of Addendum 1 shall control.

WHEREAS, Provider provides communications services which Customer desires to purchase as set forth herein.

Now, therefore, it is agreed as follows:

1. **Services.** During the Term of this Agreement, Provider will provide Customer with the specific services identified on each Service Order expressly made subject to the terms hereof (the "Service" or "Services"). Each Service Order shall be subject to and shall reference this Agreement and shall become a part of this Agreement when executed by a duly authorized representative of Customer and Provider. Provider's standard Service Order form is attached to this Agreement.
2. **Term.** The term of this Agreement shall be for three years from the Effective Date set forth on the signature page below (the "Term"). Each Service Order executed during the Term of this Agreement shall set its own minimum service term (the "Service Term"). Each Service Order shall continue following the expiration of its Service Term on a month-to-month basis at the then existing monthly rates for the Service unless and until the Service Order is terminated by either party by providing the other party with at least thirty (30) days prior written notice of termination. Notwithstanding anything herein to the contrary, if the Service Term for any Service Order extends beyond the expiration of the Term of this Agreement, then this Agreement shall continue in effect until the expiration or termination of the applicable Service Term, but only as to the Service Order so affected, and subject to the termination rights of Provider and Customer under this Agreement.
3. **Pricing of Services.** During the Term, Customer shall pay Provider for the Services as set forth in each executed Service Order. With respect to each Service Order, except as provided below, Provider shall not increase pricing of ordered Services during the Service Term, but thereafter Provider may increase pricing of the Services upon thirty (30) days prior written notice. Upon receipt of such notice, Customer may accept the price increase and continue to purchase the affected Services or cancel all of the Services affected by the price increase upon written notice to Provider. Customer acknowledges that the Services furnished pursuant to this Agreement may be, in part, delivered through the use of local exchange carrier tariffed rates and other charges of third party providers ("Telco Charges"). These charges may increase over time if the local exchange carriers or other carriers make adjustments to rate structures or the Telco Charges are otherwise adjusted to comply with regulatory action of the Public Utility Commission of Texas, the Federal Communications Commission or other governmental authority. Provider reserves the right to modify its rates for any Services provided under this Agreement to reflect any increases in Telco Charges applicable to the Services.
4. **Payment.** Non-Recurring Charges shall be invoiced upon the Service Activation Date (as hereafter defined) or otherwise as provided in the Service Order. Monthly Recurring Charges ("MRC") and other normal service charges shall be invoiced monthly in advance, or, at the Customer's option, yearly in advance. All undisputed amounts owed by Customer shall be paid within thirty (30) days after the date of the invoice and Provider reserves the right to charge interest on all undisputed delinquent payments and on any disputed payments withheld by Customer that are finally determined to be owed to Provider at the lesser of 1½% per month or the maximum amount allowed by law. If Customer disputes any charges, Customer shall so notify Provider in writing setting forth the basis for the dispute and shall furnish all documentation supporting the withholding of payment within sixty (60) days of the invoice date, but shall continue to timely pay all portions of the invoices not in dispute. In the event that all undisputed charges owed pursuant to Provider's invoice are not paid in full by Customer within thirty (30) days of the due date, Provider will have the right, after providing Customer with five (5) days prior notice, in addition to its other remedies, to suspend or disconnect any Services provided pursuant to this Agreement. Prices do not include taxes and related charges (however designated), and all taxes, fees and governmental charges imposed on the provided Services shall be paid by Customer in addition to any other amounts owing (except for any taxes or fees assessed upon Provider's net income). Such amounts will be listed separately on Customer's invoices. If Customer is entitled to an exemption from any applicable taxes, Customer is responsible for presenting Provider with a valid exemption certificate. Provider will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Services billed by Provider to Customer following Provider's receipt of such exemption certificate.

5. Delivery of Service/Ordering.

5.1 *Service Orders.* Upon request, Provider shall provide Customer with quotations for Services on Provider's network and/or selected third party networks. Services entirely provided through networks owned by Provider and its affiliated companies are hereafter referred to as "On-Net Services." Services provided in whole or in part utilizing third party networks provisioned by Provider through a third party carrier for the benefit of Customer are hereafter referred to as "Off-Net Services." Provider reserves the right to revoke or amend any quotation in writing prior to acceptance by Customer and execution of a written Service Order by Customer and Provider. If Customer chooses to accept the quotation for a particular service configuration, Customer shall so notify Provider and Provider shall submit a Service Order to Customer for review and acceptance. A Service Order is "accepted" by Customer when executed by an authorized representative of Customer. Customer's acceptance of a Service Order will indicate Customer's agreement as to the accuracy of the details contained on the Service Order and will constitute a contractual obligation of Customer for the Services specified in such Service Order.

5.2 *Facilities.* Provider may substitute, change or rearrange any equipment, facility or system used by Provider in providing Services at any time and from time to time, but shall not thereby alter the technical parameters of the Services provided hereunder. Customer and its end user, and not Provider, shall have sole responsibility for installation, testing and operation of any interconnection facilities and other equipment, facilities, systems or services used in connection with Provider's Services (the "Customer Facilities"), and Customer may not delay, suspend or abate payment for the Services due to any failures attributable to such Customer Facilities.

6. Installation; Outages and Credits.

6.1 *Installation.* Installation of a Service shall be deemed completed when Provider activates and turns over the particular circuit or other Service as ordered to Customer or its end user, the Service meets the service requirements set forth herein, and the Service is otherwise operative, or, if earlier, the date Customer or its end user commences use of the applicable Services other than strictly for testing purposes (the "Service Activation Date").

6.2 *Outage.* For purposes of this Agreement, the term "Outage" shall mean a total interruption in service, except for any interruption that is attributable to an Excused Outage. An "Excused Outage" shall mean any interruption, unavailability, delay, or other degradation of service related to, associated with, or caused by (i) scheduled maintenance events (with notice, if any, to be provided in accordance with Provider's normal, internal maintenance policies for residential services), (ii) Customer or end user actions or inactions, (iii) failure of Customer or end user -provided power or equipment or other Customer Facilities, (iv) any third party but excluding any such third party that is engaged by Provider by or on behalf of Customer or its end user, (v) any outage of a circuit provided by a carrier other than Provider, or (vi) a force majeure event as described in Section 12 below. The duration of any Outage will commence upon the earlier of the time when Customer or its end

user reports an Outage to Provider or the time when Provider becomes aware of such Outage and will end when the Outage is repaired and the Service meets the service requirements set forth herein, and the Service is otherwise operative and functioning.

6.3 *Credits.* Outage credits will only be provided in Provider's discretion and in accordance with its normal, internal credit policies for residential services. Credits, if issued, will only apply to MRCs for the Services and Service locations actually affected by the Outage. Credits will only be issued to Customer and will be applied to the applicable Customer invoice(s) as determined by Provider. In no case will credits be issued directly to Customer's end users. Provider does not issue credits for Excused Outages or any Outages on Off-Net Services. In the event a tariff applies to any Services or Service components, the credits and related terms, if any, set forth in the tariff will apply.

7. Indemnification and Limitations of Liability.

General Indemnification. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7.2 BELOW, EACH PARTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AFFILIATES AND EMPLOYEES FROM AND AGAINST ANY THIRD-PARTY CLAIMS, ACTIONS, DEMANDS AND LIABILITIES ("CLAIMS") DIRECTLY ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY NOR THE INDEMNIFIED PARTIES OF ANY PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS (OTHER THAN PROVIDER'S RIGHT TO PAYMENT UNDER THIS AGREEMENT), COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF OUTAGES OR OTHER TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limited Liabilities of Provider Group. As used in this Agreement, the term "Provider Group" shall mean: (i) Provider; (ii) any third parties providing facilities or equipment used by Provider in furtherance of Provider's provision of Services to Customer; (iii) any affiliates of Provider or such third parties; and (iv) any director, officer, agent, servant, employee, independent contractor, or supplier of Provider, any such third parties, or any such affiliates. Customer agrees that any limitation of liability or protection to which Provider may be entitled, arising out of this Agreement or Services performed hereunder, shall fully apply to and benefit Provider Group as an indemnified party, in the same manner and to the same extent such provisions or protection

apply to and benefit Provider. Further, notwithstanding anything in this Agreement to the contrary, except for indemnity obligations arising pursuant to Section 7.1(a) above, the maximum liability of Provider for any contract or tort liability of Provider or the Provider Group or in any other circumstance in which Provider or the Provider Group may have some liability to Customer, for whatever reason arising under or related to this Agreement, shall be limited in the aggregate to an amount equal to three times the MRC under this Agreement for Services for the month preceding the time of the first incident giving rise to the liability.

7.2 *Responsibilities for Users of Services.* The parties agree that in no event shall Provider be responsible to Customer's end users or other users of the Services for any Claims arising out of the use of the Services or the performance or non-performance of Provider's obligations under this Agreement. Customer agrees that Customer shall be solely responsible for all such Claims and will indemnify and defend Provider and the Provider Group from any such Claim. Customer shall, in any tariff or generally in any contract governing services provided in whole or in part using the Services, provide for a limitation of liability by which the liability of each party to this Agreement is limited to the amount charged or that would have been charged for the affected service, and which provides for no liability for indirect, consequential, special, incidental, punitive or other such damages or for loss of revenue or profits of any kind or nature.

7.3 *Remedies Exclusive.* Customer acknowledges that the credits or other remedies, if any, provided under Section 6.3 above are the sole and exclusive remedies of Customer and its end users and the sole and exclusive liabilities of Provider with respect to any failure of Provider to provide the Services in accordance with this Agreement or in accordance with Provider's other commitments and obligations under this Agreement.

8. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY APPLICABLE SERVICE ORDER, Provider MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THE SERVICES.

9. Cancellation of Services.

9.1 *Voluntary Cancellation by Customer.* In addition to the other rights of cancellation or termination contained in this Agreement, Customer may terminate Service after the Service Activation Date and prior to the end of the Service Term upon prior written notice to Provider. In the event that Customer does so, Customer shall pay Provider a termination charge equal to all unpaid amounts for Service provided through the date of termination, plus one hundred percent (100%) of the remaining Monthly Recurring Charges for the terminated Service applicable to the remainder of the Service Term.

9.2 *Upon Breach by Customer.* In addition to its other rights, Provider may terminate this Agreement: (i) if Customer fails to make any payment required to be made by Customer under this Agreement and any such failure remains uncorrected for five (5)

days after written notice by Provider, or (ii) if Customer fails to perform or observe any other material term or obligation contained in this Agreement, and any such failure remains uncorrected for thirty (30) calendar days after written notice specifying the nature of the default. If Provider terminates the Agreement due to default by Customer, all remaining unpaid charges for the Services, including any previously waived or credited charges applicable to the Services or their installation, any charges applicable to the remainder of the Service Term for each Service as calculated in Section 9.1 above, and any cancellation or termination charges related to the Service for which Provider becomes liable to any third party for Off-Net Services shall be and become immediately due and payable to Provider.

9.3 *Not a Penalty.* The parties acknowledge that the cancellation or termination charges set forth in this Section 9 are a genuine estimate of the actual damages that Provider will suffer and are not a penalty.

9.4 *Cancellation before Service Activation Date.* In the event of cancellation of a Service Order prior to the Service Activation Date, no cancellation charges will apply except that Customer shall be charged for all documented out-of-pocket costs, fees and expenses reasonably incurred in connection therewith.

10. Responsibility for Charges. Customer is responsible for all Non-Recurring Charges and MRCs on and after the Service Activation Date.

11. Change Requests. Customer may submit a change to a previously submitted Service Order at any time prior to the Service Activation Date. If in the reasonable discretion of Provider a requested change would result in a material change to the Service Order such as, but not limited to, a change in the endpoints or the speed or capacity of the Service, then Provider may require Customer to sign a new Service Order reflecting revised pricing. In the event that Customer requests such changes, Customer shall be charged for all documented third party costs, fees and expenses reasonably incurred in connection therewith. Except as otherwise specifically stated in this Section 11, there are no fees or charges for changes to a Service Order.

12. Force Majeure. With the exception of Customer's payment obligations, neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, fiber cut, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until such force majeure ceases, and the applicable Service Term shall be extended by the length of the suspension. In the event Provider is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay Provider for the affected Service for so long as Provider is unable to deliver the affected Service. The Party claiming relief under this Section 12 shall notify the other Party of the occurrence or existence of the force majeure event relied on and the cessation or termination of such event. Customer may cancel or terminate an affected Service without incurring any liability or charges thereby if a force majeure event persists beyond thirty (30) days.

13. Assignment. Neither party may assign this Agreement without the written consent of the other party, except that either party may assign its rights and/or obligations hereunder: (a) to any subsidiary, parent company or affiliate of such party; (b) pursuant to any sale or transfer of substantially all of the assets of such party; or (c) pursuant to any financing, merger or reorganization of such party.
14. Complete Agreement. This Agreement, and the Service Orders made subject to this Agreement set forth the full agreement of the parties with respect to the subject matter hereof and supersede any prior agreement or understanding. If any provision hereof is held by a court to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain unimpaired and in effect. No term or condition of this Agreement shall be modified or amended except by a writing signed by an authorized representative of both parties. However, one or more additional Service Orders may be subject to the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and any Service Order, the terms of this Agreement shall control.
15. No Partnership Intended. Neither this Agreement, nor the provision of Services hereunder, shall create a partnership or joint venture between the parties or result in a joint communications service offering to any third parties.
16. Non-disclosure; Publicity. Any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of any applicable non-disclosure agreement then in effect between the parties. Notwithstanding the foregoing, either party may advertise the other party as a customer or supplier, as the case may be, and may, in connection with that advertising and subject to any applicable logo/trademark usage guidelines provided in writing, use the other party's name and logo in the associated marketing and advertising materials.
17. Governing Law and Survival. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions. The parties' rights and obligations which by their nature would extend beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration. If Provider is required to bring any action to enforce the payment obligations of Customer under this Agreement, Customer agrees to pay Provider's court costs and reasonable attorney's fees in addition to all other amounts due pursuant to this Agreement.
18. No Third Party Beneficiaries. This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
19. Notice. All notices or other communications required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given: (i) when hand delivered, or (ii) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (iii) on the next business day after the day of deposit by overnight delivery service. Such notices shall be sent to the address set forth for Customer at Customer's address for notice set forth below, and to Eastex Celco, L.L.C. at 3675 U.S. Hwy 79 S., Henderson, TX 75653, Attn: Rusty Dorman, General Manager, or at such other addresses as may hereafter be furnished in writing by either party to the other party.

Effective Date: _____, 2021

CUSTOMER:

REGION 4 EDUCATION SERVICE CENTER

By: _____

Printed Name: _____

Title: _____

Contact Person:

() _____

_____ @ _____

Tax ID: _____

Address for Notice and Billing:

PROVIDER:

EASTEX CELCO, L.L.C.

By: _____

Printed Name: _____

Title: _____

ADDENDUM 1

ADDENDUM TO MASTER SERVICES AGREEMENT FOR SERVICES TO GOVERNMENTAL CUSTOMER

The following terms and conditions are incorporated into and form a part of the Master Services Agreement (the “Agreement”) between Eastex Celco, L.L.C., for itself and any affiliated companies providing the applicable services (“Provider”), and the governmental customer identified on the signature page of the Agreement (the “Customer”). The parties acknowledge that certain requirements are imposed with respect to the delivery of facilities and services by Provider to Customer under applicable law and the Request for Proposal or similar solicitation applicable to the facilities or services (the “RFP”), including the RFP Responses(s) and RFP Contract as defined in the Agreement. The parties intend that the Agreement shall be subject to those requirements as documented herein. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

1. **Agreement Term.** Notwithstanding anything in the Agreement to the contrary, the Agreement Term shall be coterminous with the term of the RFP Contract, if one applies.
2. **Service Pricing and Credits.** Notwithstanding anything in the Agreement to the contrary, Service pricing, including any increases in Service charges permitted by the Agreement, shall be consistent and in accordance with the pricing terms set out in the RFP Response(s), and credits for Outages or other identified Service issues will apply as set out in the RFP Response(s).
3. **Public Information.** The parties acknowledge and agree that the Customer and this Agreement are subject to disclosure under the Texas Public Information Act (“TPIA”) and nothing contained in this Agreement shall be considered confidential or proprietary information under the Agreement. Although Customer shall notify Provider of any request for disclosure of this Agreement or any other documents or materials of Provider that Provider has marked as confidential or proprietary, nothing contained herein shall operate to cause Customer to be in contravention or violation of the TPIA.
4. **Permitted Use.** The Services provided to Customer shall be used solely for authorized educational and governmental purposes of Customer as set forth in the RFP and shall not be allowed to be used for any purpose or by any third party that is not a governmental or educational entity applicable to Customer’s operations or otherwise authorized in the RFP.
5. **Payments.** So long as Provider has provided Customer with its current and accurate Federal Tax Identification Number in writing, Customer will pay Provider for goods and services in accordance with Chapter 2251 of the Texas Government Code. Any undisputed payment not made when due in accordance with Section 2251.021 of the Texas Government Code shall bear interest in the amount permitted under Section 2251.025 of the Texas Government Code. In the event of non-payment of any undisputed amounts by Customer, Provider may terminate in accordance with Chapter 2251 of the Texas Government Code.
6. **Venue; Governing Law.** Unless the RFP Contract provides for a different venue, the Texas county encompassing Customer’s home office shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
7. **Entire Agreement; Modifications.** The Agreement, together with the RFP Response(s), supersedes all prior agreements, written or oral, between Provider and Customer and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Customer and Provider.
8. **Loss of Funding.** Customer certifies that its board or other governing authority (the “Board”) has allocated funds for at least the first year of the Service Term for any Service Order documenting Services to be provided by Provider under the Agreement. Performance by Customer under the Agreement may be dependent upon the appropriation and allotment of funds by the Customer. If the Board fails to allocate the necessary funds for subsequent years while an applicable Service Order remains in effect, as renewed and extended, then Customer shall issue written notice to Provider and Customer may terminate the Agreement upon payment of any applicable termination fees and without further duty or obligation hereunder, provided that Provider may immediately discontinue service and may remove and recover all applicable

Provider property or equipment applicable to the Services.

9. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CUSTOMER TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON CUSTOMER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CUSTOMER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

SERVICE ORDER FORM

This Service Order Number _____ is entered into in connection with, and pursuant to the terms of, the Master Service Agreement between Eastex Celco, L.L.C., for itself and any affiliated companies providing the applicable services ("Provider") and _____ ("Customer") dated _____, 20____ (the "Agreement"). Defined terms have the same meaning as the Agreement except as otherwise expressly set forth herein.

Initial Services.

Type: _____

***Minimum Term Commitment:** _____

*Billing will commence on the applicable Service Activation Date and will continue for as long as Provider continues to provide Services to the applicable location. Customer must notify Provider if any end user or location no longer qualifies for the Services under Customer's program, and Provider will have the right to immediately discontinue service to such end user or location upon receipt of such notice from Customer. Customer is responsible for all Service charges from the Service Activation Date through the Service disconnection date in addition to any applicable early termination charges under the Agreement for Services terminated prior to the end of the Service Term.

Description:

Location of Service Connection	Committed Bandwidth and Services	Scheduled Delivery Date	One Time Nonrecurring Charge/ Aid to Construction	Monthly Recurring Charge
		_____, 20____	\$ _____	\$ _____
		_____, 20____	\$ _____	\$ _____
Totals:			\$ _____	\$ _____/month

Description of Internet Services. If Provider is providing Internet access pursuant to this Service Order, the following terms will apply:

1. **Interconnection.** The Internet access connection shall be at Provider's stated "Point of Demarcation" at the specific location. Provider, Customer, and the applicable end user will work jointly to establish and interconnect the applicable Point of Demarcation for each location. Customer and its end users are responsible for obtaining any access rights from the landlord or other third party with authority to connect to the Point of Demarcation at the specified location.
2. **Provider Equipment.** If provided by Provider pursuant to the Service Order, Equipment will belong to Provider, and, if the Equipment is to be located within Customer's or an end user's premises, Provider will be permitted to co-locate the Equipment within such premises at no charge to Provider.
3. **Compliance with Terms.** Customer and its end users shall, at all times, comply with the terms applicable to the Internet Services, including the terms and conditions of Provider's Internet services and acceptable use policy ("AUP") for Internet access and usage by Customer and its users. The terms of service and AUP applicable to Internet access are set forth at <https://www.eastex.com/legal/terms-and-conditions/> and are hereby incorporated by reference the same as if fully set forth herein. Provider may require any end user to separately agree to these terms of service and AUP at the time it provisions the Services.

Telephone Service Access Line. To the extent any Services are exclusively offered with a voice telephone line or are provided by Provider's affiliate Eastex Telephone Cooperative, Inc., a Texas telephone cooperative (the "Cooperative"), Provider may require that Customer or its end user purchase a local access line for such Services. A local access line may be required for any Services provided within the Cooperative's regulated ILEC service area. If a local access line is required, Customer or its end user must subscribe to and pay for the voice telephone access line for the Service Term. The local voice access line will be provided in accordance with applicable tariffs, and, if a tariff applies, the tariff terms, not this Agreement, will control such Service.

Taxes and Other Charges. The MRC described above is exclusive of applicable taxes and regulatory and other charges which will be charged to Customer or its end user in accordance with the tariffs, regulatory and other governmental requirements, and other applicable requirements.

CUSTOMER:

REGION 4 EDUCATION SERVICE CENTER

By: _____

Printed Name: _____

Title: _____

PROVIDER:

EASTEX CELCO, L.L.C.

By: _____

Printed Name: _____

Title: _____



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Internet Service Provider for TEA Connect Texas Program

SUBMITTAL DEADLINE: Tuesday, May 18, 2021, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Internet Service Provider for TEA Connect Texas Program ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Internet Service Provider for TEA Connect Texas Program. Addendum No. 1 is hereby issued as follows:

1. **Question Deadline:** The question submittal deadline for this RFP is hereby changed from April 21, 2021 to be extended as indicated below:

- Wednesday, May 5, 2021

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than May 5, 2021. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

2. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, May 4, 2021 @ 10:00 AM Central Time and extended as indicated below and above:


- Tuesday, May 18, 2021 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Eastex Telephone Coop., Inc

Contact Person Rusty Dorman

Signature 

Date 5-14-2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist