

Region 4 ESC

Contract # R210809

for

Internet Service Provider for TEA Connect Texas Program

with

Peoples

Effective: August 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and Peoples effective August 1, 2021:

- I. Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference.



**Peoples Services Proposal
for
REQUEST FOR PROPOSAL:
Internet Service Provider for TEA Connect Texas Program
RFP #21-08
May 18, 2021**

Company Overview

Peoples Telephone Cooperative (PTC) was originally organized in 1952 to provide high quality telephone services in rural Northeast Texas. While starting as a telephone cooperative, and still operating as one today, Peoples expanded its service line with the creation of Peoples Communication, Inc. (PCI) in 1982.

Since this expansion, Peoples has continually expanded their footprint outside of the cooperative boundaries providing more rural customers with high speed broadband. Peoples has continued growing product lines for both residential and commercial use; focusing on high quality broadband and voice services supported by top notch customer service.

Proposal Summary

Peoples proposes to Region 4, within regions specified on the map, residential services via DSL, Fiber and Fixed Wireless services.

Each product would be delivered by Peoples and supported by our 24/7 Dispatch Center. Peoples cannot guarantee all services proposed are available in all areas. Based on demand, territories can be extended and would be evaluated on an individual basis.

Data Cap Requirements

Peoples will not limit data usage or throttle data at any time.

Net Neutrality

Peoples provides this Network Transparency statement in accordance with the FCC's Restore Internet Freedom Rules to ensure that you have sufficient information to make informed choices about the purchase of broadband services.



Peoples engages in network management practices that are tailored and appropriate for achieving optimization on the network considering the particular network architecture and technology of its broadband Internet access service. Peoples' goal is to ensure that all of its customers experience a safe and secure broadband Internet environment that is fast, reliable and affordable. Peoples wants its customers to indulge in all that the Internet has to offer, whether it is social networking, streaming videos and music, to communicating through email and videoconferencing.

Peoples' network management includes congestion- and security-protocol-management and customers generally will not be impacted by the protocols and practices that Peoples uses to manage its network.

Peoples uses various tools and industry standard techniques to manage its network and deliver fast, secure and reliable Internet service. Peoples believes in full transparency and provides the following disclosures about its network management practices:

1. **Blocking:** Peoples does not block or discriminate against lawful content.
2. **Throttling:** Peoples does not throttle, impair or degrade lawful Internet traffic.
3. **Affiliated Prioritization:** Peoples does not prioritize Internet traffic and has no plans to do so.
4. **Paid Prioritization:** Peoples has never engaged in paid prioritization. We don't prioritize Internet for consideration to benefit particular content, applications, services or devices. Peoples does not have plans to enter into paid prioritization deals to create fast lanes.
5. **Congestion Management:** Peoples monitors the connections on its network in the aggregate on a daily basis to determine the rate of utilization. If congestion emerges on the network, Peoples will take the appropriate measures to relieve congestion.

As its normal practice, Peoples does not block any protocols, content or traffic for purposes of network management, but Peoples may block or limit such traffic as spam, viruses, malware, or denial of service attacks to protect network integrity and the security of our customers.

Content Filtering Capability

Peoples includes in our proposal the ability and cost associated to accommodate the standard Children's Internet Protection Act (CIPA) content filtering requirements of each Region 4 Member district.



References

City of Emory
Keeley Roan, EDC Director
903-473-2465
Partner in extending residential and commercial services to customers.

City of Mineola
Mercy Rushing, EDC Director
903-569-6183
Partner in extending residential and commercial services to customers.

Conclusion

Thank you for this opportunity to present this proposal for services.

Brittany Hayes
Sales Manager
Office: 903-878-3153
brittany.hayes@gopeoples.net



Region 4

RFP #21-08

Internet Service Provider for TEA Connect Texas Program



Fiber to the Home				
Description	We offer FTTH connections in both ILEC & CLEC. Availability in CLEC areas will be determined by the build-out costs and the take rate in that particular area.			
Special Notes	ILEC: Membership REQUIRED.			
	WIRELESS ROUTER/SUPPORT: Included in monthly package for no additional charge.			
Areas	ILEC - No Phone	ILEC - Bundled	CLEC	Apartments
Contract Term	None	None	None	None
Setup/Activation	\$0	\$0	\$0	\$0
Prorated ETF	\$10 per month of the remaining term.	\$10 per month of the remaining term.	\$20 per month of the remaining term.	\$10 per month of the remaining term.
50 Mbps/5 Mbps Up	\$67.95	\$54.95	\$54.95	\$54.95
250 Mbps/25 Mbps Up	\$87.95	\$74.95	\$74.95	\$74.95
500 Mbps/50 Mbps Up	\$107.95	\$94.95	\$94.95	\$94.95
1 Gig/100 Mbps Up	\$137.95	\$124.95	\$124.95	\$124.95
Establishment Fees				
Move Fees	Minimum \$50 <i>Other charges, wall drops, etc may apply.</i>			
New Service at Established Location	1/2 Off Setup Fee if Truck Roll NOT Necessary			
Reconnect Fees	Temporary: \$25 per STATEMENT			
	Permanent: \$25 per SERVICE			
	Permanent Disconnect for Non-Pay in Contract: \$25 per SERVICE and ETF on Account			
	Permanent Disconnect for Non-Pay out of Contract: \$25 per SERVICE and Security Deposit			
Transfer of Service (Name Change)	<i>ILEC: No Fee</i> <i>CLEC - \$50</i>			
Miscellaneous Fees				
Service Calls	\$75.00			
Weekend Service Call Fees	\$150.00			
Cypress Creek Apt. Fee	\$5.00 CCA Only			
Equipment Protection	\$3.99 <i>Regular terms apply.</i>			
Wire Maintenance	\$4.99			
ProtectIT <i>(Modem Pro. & Wire Maintenance)</i>	\$7.99			
Wireless	INCLUDED			
Static IP	\$10/Monthly <i>Limit 1 per connection</i>			
Wall Drop Exterior	\$75.00			
Wall Drop Interior	\$100.00			
Ethernet Jack	Minimum \$150 <i>\$75 per add'l hour .</i>			
CIPA Filtering Service	\$0.50/user per month			
Transaction Fee	3% monthly services			

Peoples Membership Application and Service Request



MEMBERSHIP ACKNOWLEDGMENT

I hereby apply for membership in and agree to take telecommunications service from PEOPLES TELEPHONE COOPERATIVE, INC., the Cooperative. I agree the telecommunications service will be used on the premises described in this order and I/we grant the Cooperative the right-of-way easement to construct, operate and maintain services. I will pay the monthly rates which shall from time to time be fixed by the Board of Directors, in accordance with the by-laws. As a member, I understand that I must comply with the charter and by-laws of the Cooperative, and such rules and regulations that may be adopted. I understand that the Cooperative may distribute Capital Credits from time to time, that the Cooperative may offset any Capital Credits against any outstanding bill, and that Capital Credits will be payable back to the Cooperative one year after a bona fide attempt to pay said amount is made. **I agree to pay the Membership Fee of \$10.00 that is refunded to me upon cancellation of membership.**

CUSTOMER INFORMATION

Name _____

Business Name _____ Tax ID # _____

Physical/911 Address _____

City _____ State _____ Zip _____

Property Description _____ Lot# _____

Previous Customer _____

Billing Address _____

Contact Number _____ Contact Email _____

DL# _____ SS# _____ DOB _____

Authorized User _____ Last 4 of SS# _____

SECURITY QUESTION #1

Must provide the answer to ONE of the following security questions. This will be used to verify your identify when making changes to your account:

- | | |
|-----------------------------------|------------------------------------|
| • Grandfather's first name? _____ | • Grandmother's maiden name? _____ |
| • Color of first car? _____ | • First employer? _____ |
| • Name of first pet? _____ | • High school mascot? _____ |

SECURITY QUESTION #2

Must provide the answer to ONE of the following security questions. This will be used to verify your identify when making changes to your account:

- | | |
|-----------------------------------------------------|---------------------------------|
| • Last name of 4 th grade teacher? _____ | • Childhood hero? _____ |
| • Color of second car? _____ | • First concert attended? _____ |

INTERNET SERVICE

Residential Monthly Rates:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> 50/5 Mbps \$67.95 | <input type="checkbox"/> 250/25 Mbps \$87.95 |
| <input type="checkbox"/> 500/50 Mbps \$107.95 | <input type="checkbox"/> 1 Gig/100 Mbps \$137.95 |
| <input type="checkbox"/> Yes , I would like to save \$13.00 off my internet package and add a Peoples telephone. (Phone app. Monthly cost \$30) | |

Business Monthly Rates:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> 50/10 Mbps \$97.95 | <input type="checkbox"/> 250/35 Mbps \$117.95 |
| <input type="checkbox"/> 500/75 Mbps \$137.95 | <input type="checkbox"/> 1 Gig/150 Mbps \$167.95 |
| <input type="checkbox"/> Yes , I would like to save \$13.00 off my internet package and add a Peoples telephone. (Phone app. Monthly cost \$40) | |

Requested

Username/Email _____@peoplescom.net

Requested

Password _____

***Passwords minimum of 8 characters and must contain one (1) letter and one (1) number. ***

FTTH Setup Options: (choose one)

- ☐ 12-Month Contract, No Setup Fee.
☐ No Contract, Setup Fee of \$49 plus tax.

Protection Plan: (choose one)

- ☐ Modem Protection \$3.99
☐ Wire Maintenance \$4.99
☐ ProtectIT \$7.99 – Both Modem Protection & Wire Maintenance

Additional Telephone/DSL Jack Installation: (choose one)

- ☐ Additional jack installation \$75 plus tax.
☐ No additional jack needed.

INTERNET AND PROTECTION PLAN TERMS

ACKNOWLEDGEMENT

I have received a copy of the terms and conditions for Internet services and Protection Plans. _____Initials

Printed Name _____ Signature _____ Date _____

SERVICE TERMS & CONDITIONS

I grant Peoples the right-of-way easement to construct, operate and maintain services at the address listed in this application. I understand that Standard Installation will place both the Optical Network Terminal (ONT) and modem in the same room. If I request a non-standard installation, I will incur installation fees of \$75.00 per hour. Any additional wiring, outside of the standard installation, will not be covered by ProtectIt and on-site troubleshooting/repair will be at service call fees of \$75.00 per hour. Anything outside the Standard Installation could incur charges.

I UNDERSTAND AND AGREE THAT IF I TERMINATE PRIOR TO THE END OF THE CONTRACT PERIOD, I WILL RETURN ALL EQUIPMENT PROVIDED BY PEOPLES AND PAY AN EARLY TERMINATION FEE OF UP TO \$125.00. I agree that Peoples is authorized to charge the termination fee, as well as any other monthly fees or other charges, to my account and/or my credit card or bank account on file unless I have made other payment arrangements. Peoples reserves any legal rights and remedies it may have to ensure performance under this agreement. I understand Peoples may terminate my service if I violate this agreement or Internet Terms of Use Agreement, available at www.peoplescom.net or upon request, and I agree to pay the termination fee as described above.

This agreement will be governed by the laws of the state of Texas and I consent to the exclusive jurisdiction and venue of courts of Wood County, Texas for all disputes arising out of or in relation to this agreement. You may have additional consumer rights under local laws that this contract cannot change.

I accept Peoples service "as is," "with all faults" and "as available." Peoples makes no express warranties or guarantees about Peoples service. To the extent permitted by law, Peoples disclaims implied warranties that Peoples services are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. Peoples does not guarantee that Peoples service will meet certain requirements, is error-free, or without interruption and available at all times. No oral or written information or advice given by a Peoples representative shall create a warranty.

YOUR SOLE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF PEOPLES SERVICES. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR PARENT AND/OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF PEOPLES SERVICES EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR PARENT, AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON PEOPLES SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

Upon a request by Peoples, I agree to defend, indemnify, and hold harmless Peoples and other affiliated companies, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from my use or misuse of Peoples Services. Peoples reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peoples in asserting any available defenses. This agreement and any supplemental terms, policies, rules and guidelines posted on the Peoples website constitute the entire agreement between you and Peoples and supersede all previous written or oral agreements. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Peoples may perform a credit check and/or require a deposit before installation/activation of service.

By accepting below, I warrant I am at least 18 years of age and all information supplied is accurate. As more fully explained above, I agree to pay the termination fee if I end my Peoples Service subscription before the end of the period associated with my contract term. I have read and agree to the Terms and Conditions of this agreement.

Modem Protection Terms and Conditions -

Benefits - FREE ONT replacement*, FREE service call

Covers - Lightning Damage, defective modem, additional filters, ethernet cable, power cord and line cord

Terms

- *One FREE ONT replacement per year. Additional ONT replacements will be at the reduced cost of \$50. (Full retail price \$100.)
- Equipment must have been provided/sold by Peoples.
- Does not cover damage due to negligence or abuse.
- Service interruption caused by moving connection, adding equipment to network or by other customer actions will be subject to customary service call fees at the rate of \$75.
- Must have Modem Protection for minimum of 30 days prior to a claim. Any claims within the first 30 days of enrollment will be subject to customary service call charges. However, customer will be eligible for reduced cost equipment replacement.

Peoples recommends surge protectors for computers, internet equipment, and networking equipment. Peoples also recommends unplugging phone line from internet equipment during a storm or extended periods of time away from home.

Wire Maintenance Terms and Conditions

- Includes standard housewire (Cat 3 or higher) repair and jack.

Without Wire Maintenance the Service Call Charges are: \$75/hr and \$25 each add'l hr with 1 hr min.

TELEPHONE SERVICE APPLICATION

PHONE SERVICE

- ☐ **Peoples Residential Landline Service** Approximately \$30/month.
☐ **Peoples Business Landline Service** Approximately \$40/month.

PHONE SETUP FEES – Collected up front, taxed on first bill.

- ☐ **Residential Landline First Line Setup Fee** - \$37.00 ☐ **Residential Landline Second Line Setup Fee** - \$25.00
☐ **Business Landline First Line Setup Fee** - \$49.00 ☐ **Business Landline Second Line Setup Fee** - \$35.00

DIRECTORY/PUBLISHING INFORMATION: Please list your Preferred Directory Listing or select Non-Published Number.

Preferred Directory Listing _____

- ☐ **Non-Published Number** (\$1.00/mo. Residential, \$1.25/mo. Business) Removes your listing from our directory and 411.

FEATURES

- ☐ **Pick 5 Feature Bundle** –Residential: \$5, Business \$8.

Pick up to 5 features from the list below. Features available ala cart at the rate listed below. (Per line.)

- | | | |
|--------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Caller ID (\$4.95 Residential, \$7.50 Business) | <input type="checkbox"/> Call Forwarding All | <input type="checkbox"/> Call Forwarding Busy |
| <input type="checkbox"/> Call Forward No Answer | <input type="checkbox"/> Call Waiting (\$1.25) | <input type="checkbox"/> Call Waiting ID (\$1.00) |
| <input type="checkbox"/> Speed Calling 30 (\$2.00) | <input type="checkbox"/> Selective Call Rejection | <input type="checkbox"/> Three Way Calling |
| | | <input type="checkbox"/> Anonymous Call Block |

VOICEMAIL

- ☐ **Unified Messaging** \$5. This voicemail feature includes voicemail to email.

LONG DISTANCE

- ☐ **UNLIMITED LONG DISTANCE** – \$5/per residential line. \$10/per business line. UNLIMITED calling to the US, Canada and Mexico.
- ☐ **PCI Long Distance per Minute Rates** – 3¢ Per Minute Domestic, 10¢ per Minute to Canada and Mexico.
- ☐ **Other Carrier** (Please list.) _____
- ☐ **No Long Distance**

LONG DISTANCE CARRIER FREEZE AUTHORIZATION

A freeze prevents a change in your long-distance provider without your consent. You may add or lift a freeze at any time at no charge. Your CPNI password will be used to authenticate before the change will be completed.

I authorize a freeze for long distance service for my telephone number(s).

Customer's Signature: _____ Date: _____

LINE POWER AND BATTERY BACKUP ACKNOWLEDGEMENT

I understand that my home phone is provided with state-of-the-art fiber optic network and has power limitations. I authorize a freeze for long distance service for my telephone number(s). If you would like to purchase battery backup for your service, Peoples offers a 24-hour battery backup with professional installation for \$300. Please ask your Service Representative for more details.

Customer's Signature: _____ Date: _____

Printed Name _____ Signature _____ Date _____

PCI FTTH Contract

CUSTOMER INFORMATION

Billing Name: _____

Requested Username: _____@peoplescom.net Requested Password: _____

Passwords minimum of 8 characters and must contain one (1) letter and one (1) number.

Email Address: _____

Home Phone: _____ Alternate Number: _____

Physical Address: _____

Billing Address: _____

Social Security Number: _____ Driver's License Number: _____ DOB: _____

Security Question #1: Provide the answer to one of the following questions. This will be used to verify your identity when making changes to your account:

- | | |
|-----------------------------------|------------------------------------|
| • Grandfather's first name? _____ | • Grandmother's maiden name? _____ |
| • Color of first car? _____ | • First employer? _____ |
| • Name of first pet? _____ | • Favorite movie? _____ |
| • Favorite number? _____ | • High school mascot? _____ |

Security Question #2: Provide the answer to one of the following questions. This will be used to verify your identity when making changes to your account:

- | | |
|-------------------------------|---------------------------------|
| • Fourth grade teacher? _____ | • Childhood hero? _____ |
| • Color of second car? _____ | • First concert attended? _____ |

Monthly Residential Rates: Does not include taxes, fees or apartment access fees.

☐ 50 Mbps (\$54.95) ☐ 250 Mbps (\$74.95) ☐ 500 Mbps (\$94.95) ☐ 1 Gbps (\$124.95)

Setup Options: (choose one)

- ☐ 12-Month FTTH, Setup fee of \$99 (plus tax).
- ☐ No Contract, Setup fee of \$199 (plus tax).

Modem Protection Plan: (choose one)

- ☐ I choose modem protection for an additional \$3.99/month and have read and understand the terms and conditions.
- ☐ I decline modem protection and understand if there is a problem with my Internet equipment I will be responsible for retail replacement costs up to \$175.00 and a service call fees of up to \$75.00.

Standard Installation: Standard Installation will place both the Optical Network Terminal (ONT) and modem in the same room. Non-standard installation could incur installation fees of \$125.00 per hour. Any additional wiring, outside of the standard installation, will not be covered by a protection plan and on-site troubleshooting/repair will be at service call fees of up to \$75.00 per hour. _____ **Initials**

TELEPHONE SERVICE and FEATURE OPTIONS

- | | | |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Local \$9.95 (Per line.) – Unlimited local calling, long distance 3¢ per minute. | <input type="checkbox"/> Extended \$14.95 (Per line.) – Unlimited local calling, 2000 FREE Long Distance Minutes, Caller ID, Call Waiting, 3-Way Calling. | <input type="checkbox"/> Plus \$24.95 (Per line.) - Unlimited local calling, UNLIMITED long distance, Caller ID, Call Waiting, 3-Way Calling and Voice Mail. (Upgrade to voice mail to email only \$3.00/mo.) |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

I authorize Peoples to port my telephone number(s). (_____) _____ - _____; (_____) _____ - _____
Please provide us with a copy of your most recent telephone bill. If you do not currently have a wireline number we will assign one to you.

Standard Installation: Customer equipment will be plugged directly into ONT. Any trouble past the ONT will be subject to service call fees of \$75.00 per hour.

I understand that a one-time set-up of \$25.00 per line will be applied to my first statement. _____ **Initials**

If you subscribe to Voice Services, initial that you have read the following disclosure.

EMERGENCY 911 SERVICES

1. **ACKNOWLEDGEMENT AND WARNING LABELS.** CUSTOMER ACKNOWLEDGES THAT PROVIDER'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. CUSTOMER AGREES TO NOTIFY ALL POTENTIAL USERS WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES OF THE 911 LIMITATIONS DESCRIBED HEREIN. PRIOR TO THE INITIATION OF SERVICE, PROVIDER WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. CUSTOMER AGREES TO PLACE SUCH LABEL ON OR NEAR EACH TELEPHONE OR OTHER CUSTOMER-PREMISES OR USER-PREMISES EQUIPMENT ON WHICH THE SERVICES MAY BE USED. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT PROVIDER HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. FOR COMMERCIAL LOCATIONS, PROVIDER WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER WILL PROVIDE SUCH ADVISORY NOTICES TO ITS USERS. CUSTOMER WILL PROVIDE SIMILAR ACKNOWLEDGEMENTS FROM ITS USERS UPON REQUEST BY PROVIDER. PROVIDER ADVISES CUSTOMER AND USERS TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

2. **UNAVAILABILITY.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING WITHOUT LIMITATION E911 SERVICE, WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER AND/OR AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

3. **E911 SERVICE LOCATION.** E911 SERVICE IS TIED TO THE CUSTOMER'S REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER; CUSTOMER ACKNOWLEDGES THAT PROVIDER'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER PROVIDED TO PROVIDER BY CUSTOMER. IN THE EVENT THAT THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER IS INCORRECT, IS OUTDATED, OR IS NOT COMPLETE, A 911 CALL MAY BE ROUTED INCORRECTLY. TO UPDATE CUSTOMER'S REGISTERED SERVICE LOCATION CONTACT PEOPLES BY PHONE AT 903.763.2214 OR BY EMAIL AT CUSTOMERSERVICE@GOPEOPLES.NET.

4. **E911 LIMITATION OF LIABILITY AND INDEMNITY.** CUSTOMER AGREES THAT PROVIDER WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING A PROVIDER SERVICE OR TO ACCESS OR REACH AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OWNERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER OR A USER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO 911 DIALING OR THE INABILITY TO ACCESS OR REACH EMERGENCY 911 SERVICES.

I acknowledge that Peoples has provided me with stickers to place at my devices that notify my users that E911 service may be limited or not available and that I have read and understand the preceding disclaimer regarding emergency services.

_____ Initials

I grant Peoples the right-of-way easement to construct, operate and maintain services at the address listed in this application. I understand that Standard Installation will place both the Optical Network Terminal (ONT) and modem in the same room. If I request a non-standard installation I will incur installation fees of \$75.00 per hour. Any additional wiring, outside of the standard installation, will not be covered by ProtectIt and on-site troubleshooting/repair will be at service call fees of \$75.00 per hour. Anything outside the Standard Installation could incur charges.

I UNDERSTAND AND AGREE THAT IF I TERMINATE PRIOR TO THE END OF THE CONTRACT PERIOD, I WILL RETURN ALL EQUIPMENT PROVIDED BY PEOPLES AND PAY AN EARLY TERMINATION FEE OF UP TO \$250.00. I AGREE THAT IF PEOPLES EQUIPMENT IS NOT RETURNED IN GOOD WORKING CONDITION WITHIN TEN DAYS OF DISCONNECTION, A FEE OF UP TO \$250.00 WILL BE CHARGED TO MY ACCOUNT AND MY DEPOSIT MAY BE FORFEITED. I agree that Peoples is authorized to charge the termination fee, as well as any other monthly fees or other charges, to my account and/or my credit card or bank account on file unless I have made other payment arrangements. Peoples reserves any legal rights and remedies it may have to ensure performance under this agreement. I understand Peoples may terminate my service if I violate this agreement or Internet Terms of Use Agreement, available at www.peoplescom.net or upon request, and I agree to pay the termination fee as described above.

This agreement will be governed by the laws of the state of Texas and I consent to the exclusive jurisdiction and venue of courts of Wood County, Texas for all disputes arising out of or in relation to this agreement. You may have additional consumer rights under local laws that this contract cannot change.

I accept Peoples service "as is," "with all faults" and "as available." Peoples makes no express warranties or guarantees about Peoples service. To the extent permitted by law, Peoples disclaims implied warranties that Peoples services are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. Peoples does not guarantee that Peoples service will meet certain requirements, is error-free, or without interruption and available at all times. No oral or written information or advice given by a Peoples representative shall create a warranty.

YOUR SOLE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF PEOPLES SERVICES. IN NO EVENT, SHALL OUR LIABILITY, OR THE LIABILITY OF OUR PARENT AND/OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF PEOPLES SERVICES EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR PARENT, AND OUR

SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON PEOPLES SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

Upon a request by Peoples, I agree to defend, indemnify, and hold harmless Peoples and other affiliated companies, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from my use or misuse of Peoples Services. Peoples reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peoples in asserting any available defenses. This agreement and any supplemental terms, policies, rules and guidelines posted on the Peoples website constitute the entire agreement between you and Peoples and supersede all previous written or oral agreements. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Peoples may perform a credit check and/or require a deposit before installation/activation of service.

By accepting below, I warrant I am at least 18 years of age and all information supplied is accurate. As more fully explained above, I agree to pay the termination fee if I end my Peoples Service subscription before the end of the period associated with my contract term. I have read and agree to the Terms and Conditions of this agreement.

Customer Signature _____ Date _____

Modem Protection Terms and Conditions

Benefits

- FREE modem replacement*
- FREE ONT equipment replacement**
- FREE Service Calls

Covers

- Lightning Damage
- Defective modem
- Defective equipment

Terms

- *One FREE modem replacement per year. Additional modem replacements will be at the reduced rate of \$25. (Full retail price \$75.)
- **One FREE ONT replacement per year. Additional ONT replacements will be at the reduced rate of \$50. (Full retail price \$100.)
 - *Equipment must have been provided/sold by Peoples.*
- Does not cover damage due to negligence or abuse.
- Does not include additional wiring of non-standard installation.
- Service interruption caused by moving connection, adding equipment to network or by other customer actions will be subject to customary service call fees at the rate of \$75.
- Must have modem protection for minimum of 30 days prior to a claim. Any claims within the first 30 days of enrollment will be subject to customary service call charges. However, customer will be eligible for reduced cost equipment replacement.

Region 4
RFP #21-08
Internet Service Provider for TEA Connect Texas Program



DSL/VDSL/Bonded		
Description	Copper based facilities internet service.	
Initiation of Service	Typical Service order.	
Special Notes	Wireless Router is included with Standard Installation. Uploads are UP to	
DSL Packages		
	ILEC - Unbundled Residential	CLEC - Residential
20/2 Mbps Ultra	\$95.95	\$39.95
40/4 Mbps Extreme	\$105.95	\$49.95
60/6 Mbps Mega	\$115.95	\$59.95
80/8 Mbps Mega	\$125.95	\$69.95
100/10 Mbps	\$135.95	\$79.95
Establishment Fees		
Contract Term	None	
Setup/Activation	\$0	
Membership Fee	\$10.00 <i>If not adding phone service to ILEC.</i>	
Service Call Fees	\$75.00	
ETF	\$10 per month of the remaining term.	
Downgrade Fees	\$25.00	
Miscellaneous Fees		
Wireless Connectivity	Included with Standard Install	
Wi-Fi Home Networking	\$9.99/Monthly, \$75 Installation <i>(Minimum)</i>	
Access Points	\$14.95/Monthly, \$150 Installation	
Modem Protection	\$3.99	
Wire Maintenance	\$4.99	
ProtectIT	\$7.99	
Static IP	\$10/Month <i>Limit 1 per connection.</i>	
Additional Jack/Exterior Wall	\$75.00	
Additional Jack/Interior Wall	\$100.00	
House Wire Repair	\$75.00 First Hour \$25.00 Each Add'l Hour One (1) Hour Minimum	
CIPA Filtering Service	\$0.50/user per month	
Transaction Fee	3% monthly services	
Reconnects/Moves		
Reconnect Fees	Temporary	\$25 per STATEMENT
	Permanent	\$25 per SERVICE
	Permanent Disconnect for Non Pay in Contract	\$25 per SERVICE and ETF on Account
	Permanent Disconnect for Non Pay out of Contract	\$25 per SERVICE and Security Deposit
	Permanent Disconnect for Non Pay Membership Returned <i>(Same Location)</i>	Customer must pay bad debt (ETF included), deposit, reconnect fees and membership.
	Permanent Disconnect for Non Pay Membership Returned <i>(New Location)</i>	Customer must pay bad debt (ETF included), deposit, membership AND submit a new contract and pay customary connection charges.
Moves	New Location	\$50.00
	Within House	\$50.00
	Within House AND Requires Jack	\$75.00 <i>Jack and Wiring ONLY</i>
	New Location AND Requires Jack	\$50.00 + \$75.00 <i>Both Charges</i>

Peoples Membership Application and Service Request



MEMBERSHIP ACKNOWLEDGMENT

I hereby apply for membership in and agree to take telecommunications service from PEOPLES TELEPHONE COOPERATIVE, INC., the Cooperative. I agree the telecommunications service will be used on the premises described in this order and I/we grant the Cooperative the right-of-way easement to construct, operate and maintain services. I will pay the monthly rates which shall from time to time be fixed by the Board of Directors, in accordance with the by-laws. As a member, I understand that I must comply with the charter and by-laws of the Cooperative, and such rules and regulations that may be adopted. I understand that the Cooperative may distribute Capital Credits from time to time, that the Cooperative may offset any Capital Credits against any outstanding bill, and that Capital Credits will be payable back to the Cooperative one year after a bona fide attempt to pay said amount is made. **I agree to pay the Membership Fee of \$10.00 that is refunded to me upon cancellation of membership.**

CUSTOMER INFORMATION

Name _____

Business Name _____ Tax ID # _____

Physical/911 Address _____

City _____ State _____ Zip _____

Property Description _____ Lot# _____

Previous Customer _____

Billing Address _____

Contact Number _____ Contact Email _____

DL# _____ SS# _____ DOB _____

Authorized User _____ Last 4 of SS# _____

SECURITY QUESTION #1

Must provide the answer to ONE of the following security questions. This will be used to verify your identify when making changes to your account:

- | | |
|-----------------------------------|------------------------------------|
| • Grandfather's first name? _____ | • Grandmother's maiden name? _____ |
| • Color of first car? _____ | • First employer? _____ |
| • Name of first pet? _____ | • High school mascot? _____ |

SECURITY QUESTION #2

Must provide the answer to ONE of the following security questions. This will be used to verify your identify when making changes to your account:

- | | |
|-----------------------------------------------------|---------------------------------|
| • Last name of 4 th grade teacher? _____ | • Childhood hero? _____ |
| • Color of second car? _____ | • First concert attended? _____ |

INTERNET SERVICE

DSL Monthly Rates:

- | | |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Up to 2 Mbps \$55.95 | <input type="checkbox"/> Up to 40 Mbps \$105.95 |
| <input type="checkbox"/> Up to 4 Mbps \$65.95 | <input type="checkbox"/> Up to 60 Mbps \$115.95 |
| <input type="checkbox"/> Up to 6 Mbps \$75.95 | <input type="checkbox"/> Up to 80 Mbps \$125.95 |
| <input type="checkbox"/> Up to 10 Mbps \$85.95 | <input type="checkbox"/> Up to 100 Mbps \$135.95 |
| <input type="checkbox"/> Up to 20 Mbps \$95.95 | <input type="checkbox"/> Yes , I would like to save \$13.00 off my internet package and add a Peoples telephone. (Phone app. Monthly cost \$30) |

Requested

Username/Email _____ @peoplescom.net

Requested

Password _____

***Passwords minimum of 8 characters and must contain one (1) letter and one (1) number. ***

DSL Setup Options: (choose one)

- ☐ 12-Month DSL Contract, No Setup Fee.
- ☐ No Contract, Setup Fee of \$49 plus tax.

Protection Plan: (choose one)

- ☐ Modem Protection \$3.99
- ☐ Wire Maintenance \$4.99
- ☐ ProtectIT \$7.99 – Both Modem Protection & Wire Maintenance

Additional Telephone/DSL Jack Installation: (choose one)

- ☐ Additional jack installation \$75 plus tax.
- ☐ No additional jack needed.

DSL AND PROTECTION PLAN TERMS

ACKNOWLEDGEMENT

I have received a copy of the terms and conditions for DSL services and Protection Plans. _____ Initials

Printed Name _____ Signature _____ Date _____

DSL SERVICE TERMS & CONDITIONS

I grant Peoples the right-of-way easement to construct, operate and maintain services at the address listed in this application. I understand that an active telephone line with Peoples Telephone Cooperative Inc. must be maintained in order to receive DSL service. Peoples will provide 1 DSL modem, and 1 filter installed at the protector or 1 micro filter installed at a jack in my home. I understand DSL service will be installed on one (1) computer only, any additional wired or wireless networking will be the responsibility of the customer. I understand overall connection speed will be influenced by the actual Internet backbone speed and the bandwidth available at each website. I also understand access may be temporarily unavailable for maintenance and repair or other reasons beyond the control of Peoples. I understand that the DSL modem is covered under a limited 12-month warranty. This warranty does not cover lightning damage to the DSL modem or any other unpreventable damage. I understand I am responsible for replacing the damaged modem at a price of \$75.00 plus tax. I understand my installation fee is non-refundable. I understand all prices are subject to change without notice.

I UNDERSTAND AND AGREE THAT IF I TERMINATE PRIOR TO THE END OF THE CONTRACT PERIOD, I WILL RETURN ALL EQUIPMENT PROVIDED BY PEOPLES AND PAY AN EARLY TERMINATION FEE OF UP TO \$125.00. I agree that Peoples is authorized to charge the termination fee, as well as any other monthly fees or other charges, to my account and/or my credit card or bank account on file unless I have made other payment arrangements. Peoples reserves any legal rights and remedies it may have to ensure performance under this agreement. I understand Peoples may terminate my service if I violate this agreement or Internet Terms of Use Agreement, available at www.peoplescom.net or upon request, and I agree to pay the termination fee as described above.

This agreement will be governed by the laws of the state of Texas and I consent to the exclusive jurisdiction and venue of courts of Wood County, Texas for all disputes arising out of or in relation to this agreement. You may have additional consumer rights under local laws that this contract cannot change.

I accept Peoples service "as is," "with all faults" and "as available." Peoples makes no express warranties or guarantees about Peoples service. To the extent permitted by law, Peoples disclaims implied warranties that Peoples services are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. Peoples does not guarantee that Peoples service will meet certain requirements, is error-free, or without interruption and available at all times. No oral or written information or advice given by a Peoples representative shall create a warranty.

YOUR SOLE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF PEOPLES SERVICES. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR PARENT AND/OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF PEOPLES SERVICES EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR PARENT, AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON PEOPLES SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

Upon a request by Peoples, I agree to defend, indemnify, and hold harmless Peoples and other affiliated companies, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from my use or misuse of Peoples Services. Peoples reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peoples in asserting any available defenses. This agreement and any supplemental terms, policies, rules and guidelines posted on the Peoples website constitute the entire agreement between you and Peoples and supersede all previous written or oral agreements. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Peoples may perform a credit check and/or require a deposit before installation/activation of service.

By accepting below, I warrant I am at least 18 years of age and all information supplied is accurate. As more fully explained above, I agree to pay the termination fee if I end my Peoples Service subscription before the end of the period associated with my contract term. I have read and agree to the Terms and Conditions of this agreement.

Modem Protection Terms and Conditions -

Benefits - FREE DSL modem replacement*, FREE service call

Covers - Lightning Damage, defective modem, additional filters, ethernet cable, power cord and line cord

Terms

- *One FREE DSL modem replacement per year. Additional DSL modem replacements will be at the reduced cost of \$25. (Full retail price \$75.)
- Equipment must have been provided/sold by Peoples.
- Does not cover damage due to negligence or abuse.
- Service interruption caused by moving connection, adding equipment to network or by other customer actions will be subject to customary service call fees at the rate of \$75.
- Must have Modem Protection for minimum of 30 days prior to a claim. Any claims within the first 30 days of enrollment will be subject to customary service call charges. However, customer will be eligible for reduced cost equipment replacement.

Peoples recommends surge protectors for computers, internet equipment, and networking equipment. Peoples also recommends unplugging phone line from internet equipment during a storm or extended periods of time away from home.

Wire Maintenance Terms and Conditions

- Includes standard housewire (Cat 3 or higher) repair and jack.

Without Wire Maintenance the Service Call Charges are: \$75/hr and \$25 each add'l hr with 1 hr min.

TELEPHONE SERVICE APPLICATION

PHONE SERVICE

- ☐ **Peoples Residential Landline Service** Approximately \$30/month.
☐ **Peoples Business Landline Service** Approximately \$40/month.

PHONE SETUP FEES – Collected up front, taxed on first bill.

- ☐ **Residential Landline First Line Setup Fee** - \$37.00 ☐ **Residential Landline Second Line Setup Fee** - \$25.00
☐ **Business Landline First Line Setup Fee** - \$49.00 ☐ **Business Landline Second Line Setup Fee** - \$35.00

DIRECTORY/PUBLISHING INFORMATION: Please list your Preferred Directory Listing or select Non-Published Number.

Preferred Directory Listing _____

- ☐ **Non-Published Number** (\$1.00/mo. Residential, \$1.25/mo. Business) Removes your listing from our directory and 411.

FEATURES

- ☐ **Pick 5 Feature Bundle** –Residential: \$5, Business \$8.

Pick up to 5 features from the list below. Features available ala cart at the rate listed below. (Per line.)

- | | | |
|--------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Caller ID (\$4.95 Residential, \$7.50 Business) | <input type="checkbox"/> Call Forwarding All | <input type="checkbox"/> Call Forwarding Busy |
| <input type="checkbox"/> Call Forward No Answer | <input type="checkbox"/> Call Waiting (\$1.25) | <input type="checkbox"/> Call Waiting ID (\$1.00) |
| <input type="checkbox"/> Speed Calling 30 (\$2.00) | <input type="checkbox"/> Selective Call Rejection | <input type="checkbox"/> Three Way Calling |
| | | <input type="checkbox"/> Anonymous Call Block |

VOICEMAIL

- ☐ **Unified Messaging** \$5. This voicemail feature includes voicemail to email.

LONG DISTANCE

- ☐ **UNLIMITED LONG DISTANCE** – \$5/per residential line. \$10/per business line. UNLIMITED calling to the US, Canada and Mexico.
- ☐ **PCI Long Distance per Minute Rates** – 3¢ Per Minute Domestic, 10¢ per Minute to Canada and Mexico.
- ☐ **Other Carrier** (Please list.) _____
- ☐ **No Long Distance**

LONG DISTANCE CARRIER FREEZE AUTHORIZATION

A freeze prevents a change in your long-distance provider without your consent. You may add or lift a freeze at any time at no charge. Your CPNI password will be used to authenticate before the change will be completed.

I authorize a freeze for long distance service for my telephone number(s).

Customer's Signature: _____ Date: _____

Printed Name _____ Signature _____ Date _____

CLEC DSL Service

CUSTOMER INFORMATION

First Name: _____ Last Name: _____
 Requested Username/Email: _____@peoplescom.net Requested Password: _____

Passwords minimum of 8 characters and must contain one (1) letter and one (1) number.

Contact Email Address: _____

Phone: _____ Alternate Number: _____

Physical Address: _____

Billing Address: _____

SS#/Tax ID: _____ Driver's License Number: _____ DOB: _____

Must provide the answer to one of the following security questions. This will be used to verify your identity when making changes to your account:

- | | |
|-----------------------------------|------------------------------------|
| • Grandfather's first name? _____ | • Grandmother's maiden name? _____ |
| • Color of first car? _____ | • First employer? _____ |
| • Name of first pet? _____ | • Favorite movie? _____ |
| • Favorite number? _____ | • High school mascot? _____ |

INTERNET SERVICE and FEATURE OPTIONS

Monthly Business Rates: ☐ 20Mbps (\$39.95) ☐ 40Mbps (\$49.95) ☐ 60Mbps (\$59.95) ☐ 80Mbps (\$69.95)

Setup Options: (choose one)

- ☐ 12 – Month, Setup fee of \$0 (plus tax).
☐ No Contract, Setup fee of \$49 (plus tax).

Protection Plans: (choose one)

- ☐ I choose to receive the Modem Protection Plan for an additional \$3.99 per month and have read and understand the terms and conditions.
☐ I choose to receive the Wire Maintenance Plan for an additional \$4.99 per month and have read and understand the terms and conditions.
☐ I choose to receive the Protection Plan for an additional \$7.99 that includes both Modem Protection and Wire Maintenance.

TELEPHONE SERVICE and FEATURE OPTIONS

☐ **Local \$9.95 (Per line.)** – Unlimited local calling, long distance 3¢ per minute. ☐ **Extended \$14.95 (Per line.)** – Unlimited local calling, 2000 FREE Long Distance Minutes, Caller ID, Call Waiting, 3-Way Calling. ☐ **Plus \$24.95 (Per line.)** – Unlimited local calling, UNLIMITED long distance, Caller ID, Call Waiting, 3-Way Calling and Voice Mail. (Upgrade to voice mail to email only \$3.00/mo.)

I authorize Peoples to port my telephone number(s). (_____) _____ - _____; (_____) _____ - _____
 Please provide us with a copy of your most recent telephone bill. If you do not currently have a wireline number, we will assign one to you.

Standard Installation: Customer equipment will be plugged directly into ONT. Any trouble past the ONT will be subject to service call fees of \$75.00 per hour.

I understand that a one-time set-up of \$25.00 per line will be applied to my first statement. _____ Initials

If you subscribe to Voice Services, initial that you have read the following disclosure.

EMERGENCY 911 SERVICES

1. **ACKNOWLEDGEMENT AND WARNING LABELS.** CUSTOMER ACKNOWLEDGES THAT PROVIDER'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. CUSTOMER AGREES TO NOTIFY ALL POTENTIAL USERS WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES OF THE 911 LIMITATIONS DESCRIBED HEREIN. PRIOR TO THE INITIATION OF SERVICE, PROVIDER WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. CUSTOMER AGREES TO PLACE SUCH LABEL ON OR NEAR EACH TELEPHONE OR OTHER CUSTOMER-PREMISES OR USER-PREMISES EQUIPMENT ON WHICH THE SERVICES MAY BE USED. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT PROVIDER HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. FOR COMMERCIAL LOCATIONS, PROVIDER WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER WILL PROVIDE SUCH ADVISORY NOTICES TO ITS USERS. CUSTOMER WILL PROVIDE SIMILAR ACKNOWLEDGEMENTS FROM ITS USERS UPON REQUEST BY PROVIDER. PROVIDER ADVISES CUSTOMER AND USERS TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

2. **UNAVAILABILITY.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING WITHOUT LIMITATION E911 SERVICE, WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER AND/OR AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

3. **E911 SERVICE LOCATION.** E911 SERVICE IS TIED TO THE CUSTOMER'S REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER; CUSTOMER ACKNOWLEDGES THAT PROVIDER'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER PROVIDED TO PROVIDER BY CUSTOMER. IN THE EVENT THAT THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER IS INCORRECT, IS OUTDATED, OR IS NOT COMPLETE, A 911 CALL MAY BE ROUTED INCORRECTLY. TO UPDATE CUSTOMER'S REGISTERED SERVICE LOCATION CONTACT PEOPLES BY PHONE AT 903.763.2214 OR BY EMAIL AT CUSTOMERSERVICE@GOPEOPLES.NET.

4. **E911 LIMITATION OF LIABILITY AND INDEMNITY.** CUSTOMER AGREES THAT PROVIDER WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING A PROVIDER SERVICE OR TO ACCESS OR REACH AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OWNERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER OR A USER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO 911 DIALING OR THE INABILITY TO ACCESS OR REACH EMERGENCY 911 SERVICES.

I acknowledge that Peoples has provided me with stickers to place at my devices that notify my users that E911 service may be limited or not available and that I have read and understand the preceding disclaimer regarding emergency services.

_____ Initials

DSL SERVICE TERMS & CONDITIONS

I grant Peoples the right-of-way easement to construct, operate and maintain services at the address listed in this application. I understand that an active telephone line with Peoples Telephone Cooperative Inc. must be maintained in order to receive DSL service. Peoples will provide 1 DSL modem, and 1 filter installed at the protector or 1 micro filter installed at a jack in my home. I understand DSL service will be installed on one (1) computer only, any additional wired or wireless networking will be the responsibility of the customer. I understand overall connection speed will be influenced by the actual Internet backbone speed and the bandwidth available at each website. I also understand access may be temporarily unavailable for maintenance and repair or other reasons beyond the control of Peoples. I understand that the DSL modem is covered under a limited 12-month warranty. This warranty does not cover lightning damage to the DSL modem or any other unpreventable damage. I understand I am responsible for replacing the damaged modem at a price of \$75.00 plus tax. I understand my installation fee is non-refundable. I understand all prices are subject to change without notice.

I UNDERSTAND AND AGREE THAT IF I TERMINATE PRIOR TO THE END OF THE CONTRACT PERIOD, I WILL RETURN ALL EQUIPMENT PROVIDED BY PEOPLES AND PAY AN EARLY TERMINATION FEE OF UP TO \$125.00. I agree that Peoples is authorized to charge the termination fee, as well as any other monthly fees or other charges, to my account and/or my credit card or bank account on file unless I have made other payment arrangements. Peoples reserves any legal rights and remedies it may have to ensure performance under this agreement. I understand Peoples may terminate my service if I violate this agreement or Internet Terms of Use Agreement, available at www.peoplescom.net or upon request, and I agree to pay the termination fee as described above.

This agreement will be governed by the laws of the state of Texas and I consent to the exclusive jurisdiction and venue of courts of Wood County, Texas for all disputes arising out of or in relation to this agreement. You may have additional consumer rights under local laws that this contract cannot change.

I accept Peoples service "as is," "with all faults" and "as available." Peoples makes no express warranties or guarantees about Peoples service. To the extent permitted by law, Peoples disclaims implied warranties that Peoples services are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. Peoples does not guarantee that Peoples service will meet certain requirements, is error-free, or without interruption and available at all times. No oral or written information or advice given by a Peoples representative shall create a warranty.

YOUR SOLE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF PEOPLES SERVICES. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR PARENT AND/OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF PEOPLES SERVICES EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR PARENT, AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF,

INABILITY TO USE, OR RELIANCE UPON PEOPLES SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

Upon a request by Peoples, I agree to defend, indemnify, and hold harmless Peoples and other affiliated companies, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from my use or misuse of Peoples Services. Peoples reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peoples in asserting any available defenses. This agreement and any supplemental terms, policies, rules and guidelines posted on the Peoples website constitute the entire agreement between you and Peoples and supersede all previous written or oral agreements. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Peoples may perform a credit check and/or require a deposit before installation/activation of service.

By accepting below, I warrant I am at least 18 years of age and all information supplied is accurate. As more fully explained above, I agree to pay the termination fee if I end my Peoples Service subscription before the end of the period associated with my contract term. I have read and agree to the Terms and Conditions of this agreement.

Modem Protection Terms and Conditions -

Benefits - FREE DSL modem replacement*, FREE service call

Covers - Lightning Damage, defective modem, additional filters, ethernet cable, power cord and line cord

Terms

- *One FREE DSL modem replacement per year. Additional DSL modem replacements will be at the reduced cost of \$25. (Full retail price \$75.)
- Equipment must have been provided/sold by Peoples.
- Does not cover damage due to negligence or abuse.
- Service interruption caused by moving connection, adding equipment to network or by other customer actions will be subject to customary service call fees at the rate of \$75.
- Must have Modem Protection for minimum of 30 days prior to a claim. Any claims within the first 30 days of enrollment will be subject to customary service call charges. However, customer will be eligible for reduced cost equipment replacement.

Peoples recommends surge protectors for computers, internet equipment, and networking equipment. Peoples also recommends unplugging phone line from internet equipment during a storm or extended periods of time away from home.

Wire Maintenance Terms and Conditions

- Includes standard housewire (Cat 3 or higher) repair and jack.

Without Wire Maintenance the Service Call Charges are: \$75/hr and \$25 each add'l hr with 1 hr mi

Customer Signature _____ Date _____

Region 4
RFP #21-08
Internet Service Provider for TEA Connect Texas Program



Ignyte EDGE, Ignyte, Xtreme		
Description	Fixed wireless internet service.	
Special Notes	EDGE Line of Sight offers customers higher uploads and the top package of 50/10. Each location must be qualified and service is not guaranteed until a site survey is completed. This survey will be scheduled and if qualified service will be installed at that time. Speeds are not guaranteed.	
Ignyte Packages ***Non-Line of Sight***		
Service Type	Residential	
Contract Term/Setup	None	
Up to 25 Mbps Down/3 Up	\$104.95/mo	
Ignyte EDGE Packages ***Line of Sight Packages***		
Service Type	Residential	
Contract Term/Setup	None	
Notes	Line of Sight Required	
Up to 25 Mbps Down/5 Up	\$104.95/mo	
Up to 50 Mbps Down/10 Up	\$134.95/mo	
Ignyte Xtreme Packages		
Service Type	Short range, 400 yards from equipment.	
Setup/Activation	--	
Up to 125 Down/10 Up	\$69.95/mo	
Up to 250 Down/25 Up	\$89.95/mo	
Up to 500 Down/50 Up	\$129.95/mo	
Wireless in ILEC		
	No Phone - Residential	Bundled w/ Phone
20/2 Mbps Ultra	\$95.95 (EDGE Equipment, LOS Required)	\$82.95 (EDGE Equipment, LOS Required)
40/4 Mbps Extreme	\$105.95 (EDGE Equipment, LOS Required)	\$92.95 (EDGE Equipment, LOS Required)
60/6 Mbps Mega	\$115.95 (EDGE Equipment, LOS Required)	\$102.95 (EDGE Equipment, LOS Required)
Miscellaneous Fees		
Equipment Protection	\$3.99	
Telepole Protection	\$4.99	
ProtectIT - Combines Both	\$7.99	
Wireless Router	\$3.99	
Static IP	\$10/Monthly, \$25 Setup Limit 1 per connection.	
Telepole and Installation (Non-Guyed)	\$225 + tax	
Telepole and Installation (Guyed)	\$350 + tax	
CIPA Filtering Service	\$0.50/user per month	
Transaction Fee	3% monthly services	
Reconnect/Move Fees		
Reconnect Fees	Temporary	\$25 per STATEMENT
	Permanent	\$25 per SERVICE
	Permanent Disconnect for Non Pay in Contract	\$25 per SERVICE and ETF on Account
	out of Contract	\$25 per SERVICE and Security Deposit
Moves	New Address	\$0.00
	Relocating Equipment	\$75.00



I agree to purchase Ignyte wireless Internet service from Peoples on the following terms and conditions: I understand and agree that in order to establish my Ignyte connection, Peoples will provide one wireless receiver, which is and shall remain the sole property of Peoples. I understand that any damage to the Ignyte equipment will be my responsibility. Ignyte will be installed on one (1) computer only; any additional wired or wireless networking shall be my responsibility. Any non-standard installation will result in additional charges. I understand actual speeds are not guaranteed and may vary due to conditions outside of network control including customer location and websites accessed. I also understand that access may be temporarily unavailable from time to time for maintenance and repair or for other reasons beyond the control of Peoples. All prices are subject to change without notice.

Billing Name: _____

Requested Username/Email: _____ **@peoplescom.net** **Requested Password:** _____

****Passwords minimum of 8 characters and must contain one (1) letter and one (1) number.****

Alternate Email Address: _____

Home Phone: _____ **Alternate Number:** _____

Physical Address: _____

Billing Address: _____

Social Security Number: _____ **Driver's License Number:** _____ **DOB:** _____

Must provide the answer to ONE of the following security questions. This will be used to verify your identify when making changes to your account:

- | | |
|-----------------------------------|------------------------------------|
| • Grandfather's first name? _____ | • Grandmother's maiden name? _____ |
| • Color of first car? _____ | • First employer? _____ |
| • Name of first pet? _____ | • Favorite movie? _____ |
| • Favorite number? _____ | • High school mascot? _____ |

Residential Ignyte EDGE Internet Packages:

<input type="checkbox"/> Basic (\$54.95) Up to 10 Mbps/2 Mbps Up	<input type="checkbox"/> Select (\$74.95) Up to 15 Mbps/5 Mbps Up	<input type="checkbox"/> Premium (\$104.95) Up to 25 Mbps/5 Mbps Up	<input type="checkbox"/> Ultra (\$134.95) Up to 50 Mbps/10 Mbps Up, Line of Sight Required.
----------------------------------------------------------------------------	-----------------------------------------------------------------------------	-------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

Residential Voice Packages: Maximum 2 lines per account.

LINE 1		
<input type="checkbox"/> Local \$9.95/line • Unlimited local calling • Long distance 3¢ per minute	<input type="checkbox"/> Extended \$14.95/line • Caller ID and Call Waiting • 2000 Long Distance Minutes (Add'l rate of 3¢ per minute)	<input type="checkbox"/> Plus \$24.95/line • Unlimited long distance • Caller ID, Call Waiting and Voicemail
I authorize Peoples to port my telephone number(s). (_____) _____ - _____ You must provide us with a copy of your most recent telephone bill. If you do not have a wireline number, we will assign one to you.		
I understand that a one-time set-up of \$25.00 will be applied to my first statement. _____ Initials		
LINE 2		
<input type="checkbox"/> Local \$9.95/line • Unlimited local calling • Long distance 3¢ per minute	<input type="checkbox"/> Extended \$14.95/line • Caller ID and Call Waiting • 2000 Long Distance Minutes (Add'l rate of 3¢ per minute)	<input type="checkbox"/> Plus \$24.95/line • Unlimited long distance • Caller ID, Call Waiting and Voicemail
I authorize Peoples to port my telephone number(s). (_____) _____ - _____ You must provide us with a copy of your most recent telephone bill. If you do not have a wireline number, we will assign one to you.		
I understand that a one-time set-up of \$25.00 will be applied to my first statement. _____ Initials		

OPTIONAL ENHANCEMENTS AND SUPPORT

- ☐ **ProtectIt Protection Plan - \$3.99/month** (See attachment A for terms and conditions)
- ☐ **I decline the ProtectIt Protection Plan.** I understand that if there is a problem with my equipment that I will be responsible for the retail replacement cost of \$500.00 and a service call fee of \$75.00.
- ☐ **Wireless Router & Router Tech Support - \$3.99/month**

AUTOMATED PAYMENT OPTIONS

- ☐ **Credit Card**
☐ Visa ☐ Master Card ☐ Discover Card # _____ Expiration ____/____ 3 Digit Security Code _____
- ☐ **Bank Draft Payment Option** (please include voided check)
Bank Name: _____ Bank Address: _____
Routing Number: _____ Account Number: _____
Authorized Signature: _____

E-BILL: If you would like to receive your statements electronically, fill in the information below.

- ☐ Yes, I would like to receive my Peoples statements electronically.
Username: _____ Password: _____
- ☐ No, I want to receive paper statements.

If you subscribe to Voice Services, initial that you have read the following disclosure.

EMERGENCY 911 SERVICES

- 1. ACKNOWLEDGEMENT AND WARNING LABELS.** CUSTOMER ACKNOWLEDGES THAT PROVIDER'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. CUSTOMER AGREES TO NOTIFY ALL POTENTIAL USERS WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES OF THE 911 LIMITATIONS DESCRIBED HEREIN. PRIOR TO THE INITIATION OF SERVICE, PROVIDER WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. CUSTOMER AGREES TO PLACE SUCH LABEL ON OR NEAR EACH TELEPHONE OR OTHER CUSTOMER-PREMISES OR USER-PREMISES EQUIPMENT ON WHICH THE SERVICES MAY BE USED. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT PROVIDER HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. FOR COMMERCIAL LOCATIONS, PROVIDER WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER WILL PROVIDE SUCH ADVISORY NOTICES TO ITS USERS. CUSTOMER WILL PROVIDE SIMILAR ACKNOWLEDGEMENTS FROM ITS USERS UPON REQUEST BY PROVIDER. PROVIDER ADVISES CUSTOMER AND USERS TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.
- 2. UNAVAILABILITY.** CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING WITHOUT LIMITATION E911 SERVICE, WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER AND/OR AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.
- 3. E911 SERVICE LOCATION.** E911 SERVICE IS TIED TO THE CUSTOMER'S REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER; CUSTOMER ACKNOWLEDGES THAT PROVIDER'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER PROVIDED TO PROVIDER BY CUSTOMER. IN THE EVENT THAT THE REGISTERED SERVICE LOCATION ASSOCIATED WITH THE ASSIGNED PHONE NUMBER IS INCORRECT, IS OUTDATED, OR IS NOT COMPLETE, A 911 CALL MAY BE ROUTED INCORRECTLY. TO UPDATE CUSTOMER'S REGISTERED SERVICE LOCATION CONTACT PEOPLES BY PHONE AT 903.763.2214 OR BY EMAIL AT CUSTOMERSERVICE@GOPEOPLES.NET.
- 4. E911 LIMITATION OF LIABILITY AND INDEMNITY.** CUSTOMER AGREES THAT PROVIDER WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING A PROVIDER SERVICE OR TO ACCESS OR REACH AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OWNERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER OR A USER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO 911 DIALING OR THE INABILITY TO ACCESS OR REACH EMERGENCY 911 SERVICES.

I acknowledge that Peoples has provided me with stickers to place at my devices that notify my users that E911 service may be limited or not available and that I have read and understand the preceding disclaimer regarding emergency services.

_____ **Initials**

I agree to purchase Ignyte wireless Internet service from Peoples on the following terms and conditions: I understand and agree that in order to establish my Ignyte connection, Peoples will provide one wireless receiver, which is and shall remain the sole property of Peoples. I understand that any damage to the Ignyte equipment will be my responsibility. Ignyte will be installed on one (1) computer only; any additional wired or wireless networking shall be my responsibility. Any non-standard installation will result in additional charges. I understand actual speeds are not guaranteed and may vary due to conditions outside of network control including customer location and websites accessed. I also understand that access may be temporarily unavailable



from time to time for maintenance and repair or for other reasons beyond the control of Peoples. All prices are subject to change without notice.

I UNDERSTAND AND AGREE THAT UPON DISCONNECTION, I WILL IMMEDIATELY RETURN ALL EQUIPMENT PROVIDED BY PEOPLES AT INSTALLATION. I AGREE THAT IF PEOPLES EQUIPMENT IS NOT RETURNED AND IN GOOD WORKING CONDITION WITHIN TEN DAYS OF DISCONNECTION, A FEE OF \$500.00 WILL BE CHARGED TO MY ACCOUNT OR, AT PEOPLES OPTION, MY DEPOSIT MAY BE FORFEITED. I agree that Peoples is authorized to charge the equipment fee, as well as any other monthly fees or other charges, to my account and/or my credit card or bank account on file unless I have made other payment arrangements. Peoples reserves any legal rights and remedies it may have to ensure performance under this agreement. I understand Peoples may terminate my service if I violate this agreement or Internet Terms of Use Agreement, available at www.peoplescom.net/terms, or upon request.

This agreement will be governed by the laws of the state of Texas and I consent to the exclusive jurisdiction and venue of courts of Wood County, Texas for all disputes arising out of or in relation to this agreement. You may have additional consumer rights under local laws that this contract cannot change.

I accept Peoples service "as is," "with all faults" and "as available." Peoples makes no express warranties or guarantees about Peoples service. To the extent permitted by law, Peoples disclaims implied warranties that Peoples services are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. Peoples does not guarantee that Peoples service will meet certain requirements, is error-free, or without interruption and available at all times. No oral or written information or advice given by a Peoples representative shall create a warranty.

YOUR SOLE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF PEOPLES SERVICES. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR PARENT AND/OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF PEOPLES SERVICES EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR PARENT, AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON PEOPLES SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

Upon a request by Peoples, I agree to defend, indemnify, and hold harmless Peoples and other affiliated companies, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from my use or misuse of Peoples Services. Peoples reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peoples in asserting any available defenses. This agreement and any supplemental terms, policies, rules and guidelines posted on the Peoples website constitute the entire agreement between you and Peoples and supersede all previous written or oral agreements. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Peoples may perform a credit check and/or require a deposit before installation/activation of service.

By accepting below, I warrant I am at least 18 years of age and all information supplied is accurate. I have read and agree to the Terms and Conditions of this agreement.

Print Name _____ Date _____

Signature _____ Date _____
(Person signing must be the same person whose name is listed on the application.)



Attachement A: ProtectIT Terms and Conditions

Peoples' ProtectIT plan safeguards you against expensive equipment replacement costs and service call fees. It keeps you connected with peace of mind.

Benefits

- Reduced Ignyte equipment replacement*
- FREE service call

Covers

- Lightning Damage
- Defective Modem
- Defective Ignyte equipment
- Ethernet cable, power cord, and/or line cord

Terms

- *Ignyte equipment replaced at reduced cost of \$150. (Full retail price \$500.)
- Equipment must have been provided/sold by Peoples.
- Does not cover damage due to negligence or abuse.
- Service interruption caused by moving connection, adding equipment to network or by other customer actions will be subject to customary service call fees at the rate of \$75.
- Must have ProtectIT for minimum of 30 days prior to a claim. Any claims within the first 30 days of enrollment will be subject to customary service call charges. However, customer will be eligible for reduced cost equipment replacement.



I agree to purchase Ignyte wireless Internet service from Peoples on the following terms and conditions: I understand and agree that in order to establish my Ignyte connection, Peoples will provide one wireless receiver, which is and shall remain the sole property of Peoples. I understand that any damage to the Ignyte equipment will be my responsibility. Ignyte will be installed on one (1) computer only; any additional wired or wireless networking shall be my responsibility. Any non-standard installation will result in additional charges. I understand actual speeds are not guaranteed and may vary due to conditions outside of network control including customer location and websites accessed. I also understand that access may be temporarily unavailable from time to time for maintenance and repair or for other reasons beyond the control of Peoples. All prices are subject to change without notice.

Billing Name: _____

Requested Username/Email: _____ **@peoplescom.net** **Requested Password:** _____

****Passwords minimum of 8 characters and must contain one (1) letter and one (1) number.****

Alternate Email Address: _____

Home Phone: _____ **Alternate Number:** _____

Physical Address: _____

Billing Address: _____

Social Security Number: _____ **Driver's License Number:** _____ **DOB:** _____

Must provide the answer to ONE of the following security questions. This will be used to verify your identity when making changes to your account:

- | | |
|-----------------------------------|------------------------------------|
| • Grandfather's first name? _____ | • Grandmother's maiden name? _____ |
| • Color of first car? _____ | • First employer? _____ |
| • Name of first pet? _____ | • Favorite movie? _____ |
| • Favorite number? _____ | • High school mascot? _____ |

Residential Ignyte Xtreme Internet Packages:

☐ 125 Down/10 Up (\$69.95) ☐ 250 Down/25 Up (\$89.95) ☐ 500 Down/50 Up (\$129.95)

OPTIONAL ENHANCEMENTS AND SUPPORT

- ☐ **Modem Protection Plan - \$3.99/month** (See attachment A for terms and conditions)
- ☐ **I decline the Modem Protection Plan. I understand that if there is a problem with my equipment that I will be responsible for the retail replacement cost of \$500.00 and a service call fee of \$75.00.**
- ☐ **Wireless Router & Router Tech Support - \$3.99/month**

AUTOMATED PAYMENT OPTIONS

- ☐ **Credit Card**
- ☐ Visa ☐ Master Card ☐ Discover Card # _____ Expiration ____/____ 3 Digit Security Code _____
- ☐ **Bank Draft Payment Option (please include voided check)**
- Bank Name: _____ Bank Address: _____
- Routing Number: _____ Account Number: _____
- Authorized Signature:** _____

Paperless Statements: If you would like to receive your statements electronically, fill in the information below.

- ☐ Yes, I would like to receive my Peoples statements electronically. Email Address: _____
- ☐ No, I want to receive paper statements.

I agree to purchase Ignyte wireless Internet service from Peoples on the following terms and conditions: I understand and agree that in order to establish my Ignyte connection, Peoples will provide one wireless receiver, which is and shall remain the sole property of Peoples. I understand that any damage to the Ignyte equipment will be my responsibility. Ignyte will be installed on one (1) computer only; any additional wired or wireless networking shall be my responsibility. Any non-standard installation will result in additional charges. I understand actual speeds are not guaranteed and may vary due to conditions outside of network control including customer location and websites accessed. I also understand that access may be temporarily unavailable from time to time for maintenance and repair or for other reasons beyond the control of Peoples. All prices are subject to change without notice.

I UNDERSTAND AND AGREE THAT UPON DISCONNECTION, I WILL IMMEDIATELY RETURN ALL EQUIPMENT PROVIDED BY PEOPLES AT INSTALLATION. I AGREE THAT IF PEOPLES EQUIPMENT IS NOT RETURNED AND IN GOOD WORKING CONDITION WITHIN TEN DAYS OF DISCONNECTION, A FEE OF \$500.00 WILL BE CHARGED TO MY ACCOUNT OR, AT PEOPLES OPTION, MY DEPOSIT MAY BE FORFEITED. I agree that Peoples is authorized to charge the equipment fee, as well as any other monthly fees or other charges, to my account and/or my credit card or bank account on file unless I have made other payment arrangements. Peoples reserves any legal rights and remedies it may have to ensure performance under this agreement. I understand Peoples may terminate my service if I violate this agreement or Internet Terms of Use Agreement, available at www.peoplescom.net/terms, or upon request.

This agreement will be governed by the laws of the state of Texas and I consent to the exclusive jurisdiction and venue of courts of Wood County, Texas for all disputes arising out of or in relation to this agreement. You may have additional consumer rights under local laws that this contract cannot change.

I accept Peoples service "as is," "with all faults" and "as available." Peoples makes no express warranties or guarantees about Peoples service. To the extent permitted by law, Peoples disclaims implied warranties that Peoples services are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. Peoples does not guarantee that Peoples service will meet certain requirements, is error-free, or without interruption and available at all times. No oral or written information or advice given by a Peoples representative shall create a warranty.

YOUR SOLE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF PEOPLES SERVICES. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR PARENT AND/OR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF PEOPLES SERVICES EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR PARENT, AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON PEOPLES SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

Upon a request by Peoples, I agree to defend, indemnify, and hold harmless Peoples and other affiliated companies, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from my use or misuse of Peoples Services. Peoples reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Peoples in asserting any available defenses. This agreement and any supplemental terms, policies, rules and guidelines posted on the Peoples website constitute the entire agreement between you and Peoples and supersede all previous written or oral agreements. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Peoples may perform a credit check and/or require a deposit before installation/activation of service.

By accepting below, I warrant I am at least 18 years of age and all information supplied is accurate. I have read and agree to the Terms and Conditions of this agreement.

Customer Signature _____
(Person signing must be the same person whose name is listed on the application.)

Date _____



Attachement A: Modem Protection Terms and Conditions

Benefits

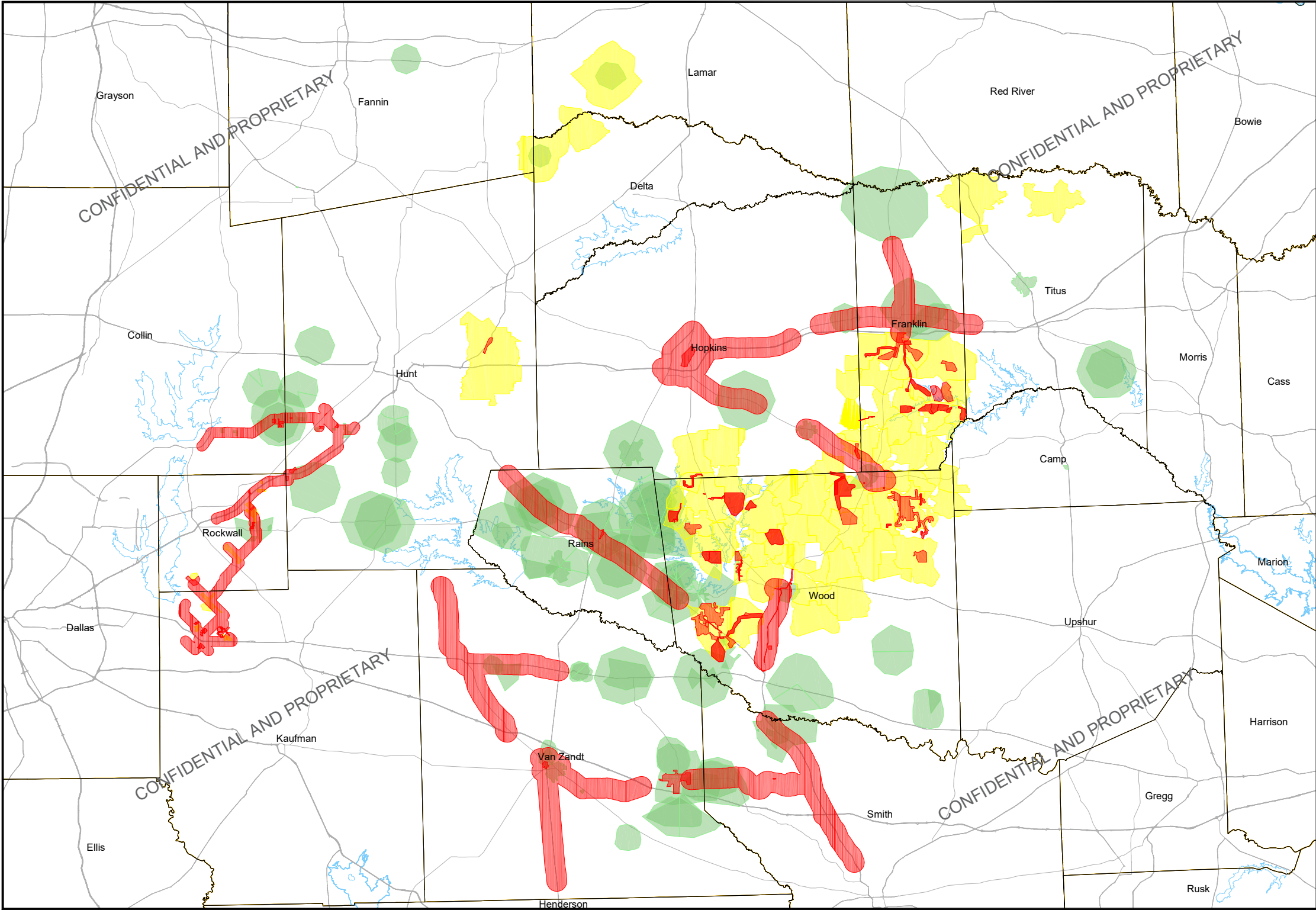
- Reduced Ignyte equipment replacement*
- FREE service call

Covers

- Lightning Damage
- Defective Modem
- Defective Ignyte equipment
- Ethernet cable, power cord, and/or line cord

Terms

- *Ignyte equipment replaced at reduced cost of \$150. (Full retail price \$500.)
- Equipment must have been provided/sold by Peoples.
- Does not cover damage due to negligence or abuse.
- Service interruption caused by moving connection, adding equipment to network or by other customer actions will be subject to customary service call fees at the rate of \$75.
- Must have Modem Protection for minimum of 30 days prior to a claim. Any claims within the first 30 days of enrollment will be subject to customary service call charges. However, customer will be eligible for reduced cost equipment replacement.





Map Legend

- County Boundary
- Fiber Area
- DSL Area
- Wireless Area



DATE CREATED: 9/1/2020

DATE UPDATED: 5/5/2021

DRAWN BY: SLR

SCALE: NTS

COMPANY: PTC

MAP: **PEOPLES MAP**

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2021 by and between _____ ("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

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with public school districts.
- vi. Describe in detail what level of assistance will be provided under the Federal Communication Commissions E-rate discount program. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.
- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- ix. Provide any additional information relevant to this section.

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
-
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
 4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
 5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

- 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 Peoples
Address 102 N Stephens
City/State/Zip Quitman, TX 75783
Telephone No. 903-763-2214
Email Address Brittany.Nayes@gopeoples.net
Printed Name Scott Thompson
Title CFO
Authorized signature Scott Thompson

Accepted by Region 4 ESC:

Contract No. R210809

Initial Contract Term 8/1/2021 to 7/31/2024

Margaret S. Bass
Region 4 ESC Authorized Board Member

6/29/2021
Date

Margaret S. Bass
Print Name

Linda Tinnerman
Region 4 ESC Authorized Board Member

6/29/2021
Date

Linda Tinnerman
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.)

[illegible]

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

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.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

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 Peoples

Contact

Brittany Hayes
Signature
Brittany Hayes
Printed Name
Sales Manager
Position with Company

Address 102 N Stephens

Quitman, TX
75783

Official
Authorizing
Proposal

Scott Thompson
Signature
Scott Thompson
Printed Name
CFO
Position with Company

Phone 903-763-2214

Fax 903-878-0148

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

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, Scott Thompson, as an authorized representative of

Peoples, a contractor engaged by

Insert Name of Company

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.

Scott Thompson
Signature of Named Authorized Company Representative

5-14-2021
Date

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

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

Company Name Peoples
Contact Person Brittany Hayes
Signature Brittany Hayes
Date 5/14/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist