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Tab 1
DRAFT CONTRACT AND OFFER AND
CONTRACT SIGNATURE FORM (APPENDIX A)

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of May 13, 2021 by and between Poka Lambro Telephone Cooperative, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Internet Service Provider for TEA Connect Texas Program ("the products and services").

RECITALS

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

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

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

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

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

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

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

- 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 Poka Lambro Telephone Cooperative, Inc.

Address 560 US Highway 87

City/State/Zip Tahoka, TX 79373

Telephone No. 806-924-7234

Email Address psherrill@teampoka.com

Printed Name Patrick Sherrill

Title General Manager and CEO

Authorized signature *Patrick Sherrill*

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

**Tab 2
PRODUCTS/PRICING**

Plans and Pricing:

Poka Lambro Telephone Cooperative, Inc is offering the following pricing and plans under the TEA Connect Texas Program. The pricing below is for all products and services Poka Lambro Telephone Cooperative, Inc will be providing to households through the TEA program. Shipping charges are not applicable as Fiber Optical Network Termina (ONT) will need to be installed at the premise by a technician. Poka Lambro Telephone Cooperative, Inc will accept payment via check, credit card, or automated clearing house (ACH) with payment due within 30-days of bill date. To receive service Poka Lambro Telephone Cooperative, Inc will require Texas school districts and program households to: limit service requests to the geographic area in which Poka-Lambro has indicated service is available, TEA/LEA as the entity to submit request for service in writing, provide valid 911 service address with service requests, and ensure that an adult (18-years or older) is present for installations.

Plan	Pricing
Basic – 100 Mbps – Symmetrical ¹	\$64.95

The single offering for the TEA program affords the same pricing for Urban and Rural areas for Fiber fixed wireline broadband with 100Mbps symmetrical speed. The Basic plan pricing does/does not include shipping of materials, the CIPA Filtering, or wireless connectivity in the home those additional charges are detailed in the Establishment and Miscellaneous Fee charts below and the RFP required elements are identified in the Not to Exceed pricing.

Warranty:

There is no warranty provided with service, either express or implied, for Poka Lambro Telephone Cooperative, Inc owned equipment. All equipment required to provide broadband service is owned by Poka Lambro Telephone Cooperative, Inc and will be repaired and or replaced as needed with equipment repair or replacement costs borne by Poka Lambro Telephone Cooperative, Inc, less any charge for premise service call as if needed.

Fiber	
Description	Fiber to the home fixed-facilities internet service.
Initiation of Service	Service Order – must provide Purchase Order Number
Special Notes	Fiber Facilities delivering broadband provisioned via Optical Network Terminal installed on the premise

¹ Wireless Connectivity and Content Filtering not Included in Basic pricing

87 Fiber provisioning does require a premise visit to initialize service as the Optical
 88 Network Terminal (ONT) will need to be installed at the home in order to connect the
 89 fiber internet access and facilities to the premise. In accordance with Poka Lambro
 90 Telephone Cooperative, Inc policy all on premise installations require an adult (18-years
 91 or older) is present during the install process.
 92

Establishment Fees		
<u>Type</u>	<u>Pricing</u>	<u>Conditions/Terms</u>
Commitment Term	Not Mandatory	Commitment Term not mandatory, however if 12-Month commitment is established Activation Fee is waived
Setup/Activation	\$250.00	Waived with 12-Month Commitment
Membership Fee	\$50.00	Cooperative Membership applicable to all members in Cooperative service area.
Service Call Fees	\$80.00 per-hour	Subject to 1-hour minimum
Early Termination Fee	Prorated based upon number of commitment months unmet	Prorated Fee Setup/Activation fee is assessed if service is cancelled before end of initial 12-month commitment period

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 94 **Service Call Fee:**
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96 The service call fee is only assessed when an on-premise trip is required to correct a
 97 service trouble. In the event of equipment trouble TEA would report the trouble to Poka
 98 Lambro Telephone Cooperative, Inc at which time Poka Lambro Telephone
 99 Cooperative, Inc would provide remote troubleshooting. As or if remote troubleshooting
 100 is not effective and the trouble resides at the service location premise with that
 101 equipment or loop, Poka Lambro Telephone Cooperative, Inc would notify TEA/LEA of
 102 the requirement for a premise visit to correct the trouble and request a Purchase Order
 103 under which to bill the Service Call Fee upon restoration of service. Service call
 104 premise visits to evaluate trouble(s) are billed at an hourly rate with a one-hour
 105 minimum billing.
 106

Miscellaneous Fees	
<u>Type</u>	<u>Monthly Pricing</u>
Wi-Fi Home Networking	\$12.95
Access Points	\$5.00 per device
Static IP	\$10.00
CIPA Filtering Service	\$10.00

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108 **CIPA Filtering:**

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 110 Children’s Internet Protection Act (CIPA) as enacted by Congress in 2000, and codified
 111 in rule² by the FCC in 2001 with an update in 2011, is a requirement imposing specific
 112 requirements on schools and or libraries receiving discounts for Internet access. Under
 113 the RFP and service provisioning conditions, CIPA is required, the \$10.00 will be added
 114 to the Basic Rate for 100Mbps Fiber service resulting in an RFP service rate of \$74.95
 115 per-account per-month. Poka Lambro Telephone Cooperative, Inc will use Customer
 116 Facing Cloud Filtering solutions as the means to provision and provide content filtering.
 117 Poka Lambro Telephone Cooperative, Inc selected the Customer Facing Cloud Filtering
 118 option to minimize the requirement for additional customer premise equipment while
 119 creating the environment making a strong stance on web and network security for the K-
 120 12 School District environment. The Customer Facing Cloud Filtering protects against
 121 phishing attacks, promotes student welfare by blocking malicious activity, and provides
 122 content and network filtering. The activation of the Customer Facing Cloud Filtering
 123 provisioned over the Region 4 ESC TEA broadband connection(s) will allow Region 4
 124 ESC to certify that they are offering a broadband product with an Internet safety policy
 125 that includes technology protection measures. Specifically blocking or filtering Internet
 126 access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors.
 127 The remaining requirements and certifications as related to CIPA reside with Region 4
 128 ESC.
 129
 130

Reconnects/Moves		
Reconnect Categories and Fees	Temporary	\$23.00
	Permanent	\$23.00
	Permanent Disconnect for Non Pay in Contract	\$23.00
	Permanent Disconnect for Non Pay out of Contract	\$23.00
	Permanent Disconnect for Non Pay Membership Returned <i>(Same Location)</i>	\$23.00
	Permanent Disconnect for Non Pay Membership Returned <i>(New Location)</i>	\$23.00
	Move Categories and Fees	Move (new address)
	Move jack/equipment (same address)	\$23.00

² [Title 47](#) → [Chapter I](#) → [Subchapter B](#) → [Part 54](#) → [Subpart F](#) → §54.520

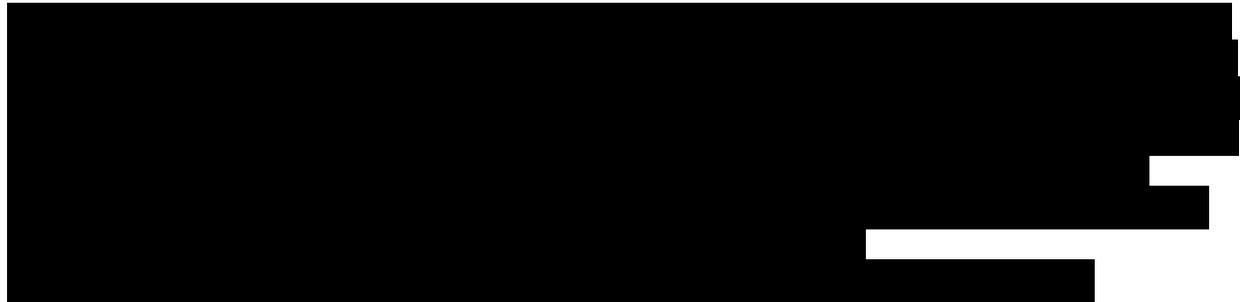
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Discounts:

Poka Lambro Telephone Cooperative, Inc is providing the lowest pricing option available in this RFP and as a result will not offer additional discounts or rebates.

Pricing Update Frequency and Future Products:

Poka Lambro Telephone Cooperative, Inc will conduct an annual review of existing pricing and product offerings in relation to internal costs and market rates and will update if needed, providing advance notice to any affected customers.



Deposits and Returns:

Poka Lambro Telephone Cooperative, Inc will not require deposits for the equipment provided. At the conclusion of the Program the equipment shall be returned to Poka Lambro Telephone Cooperative, Inc and the TEA/LEA will be billed \$250.00 per unit for any unreturned equipment at the end of the program.

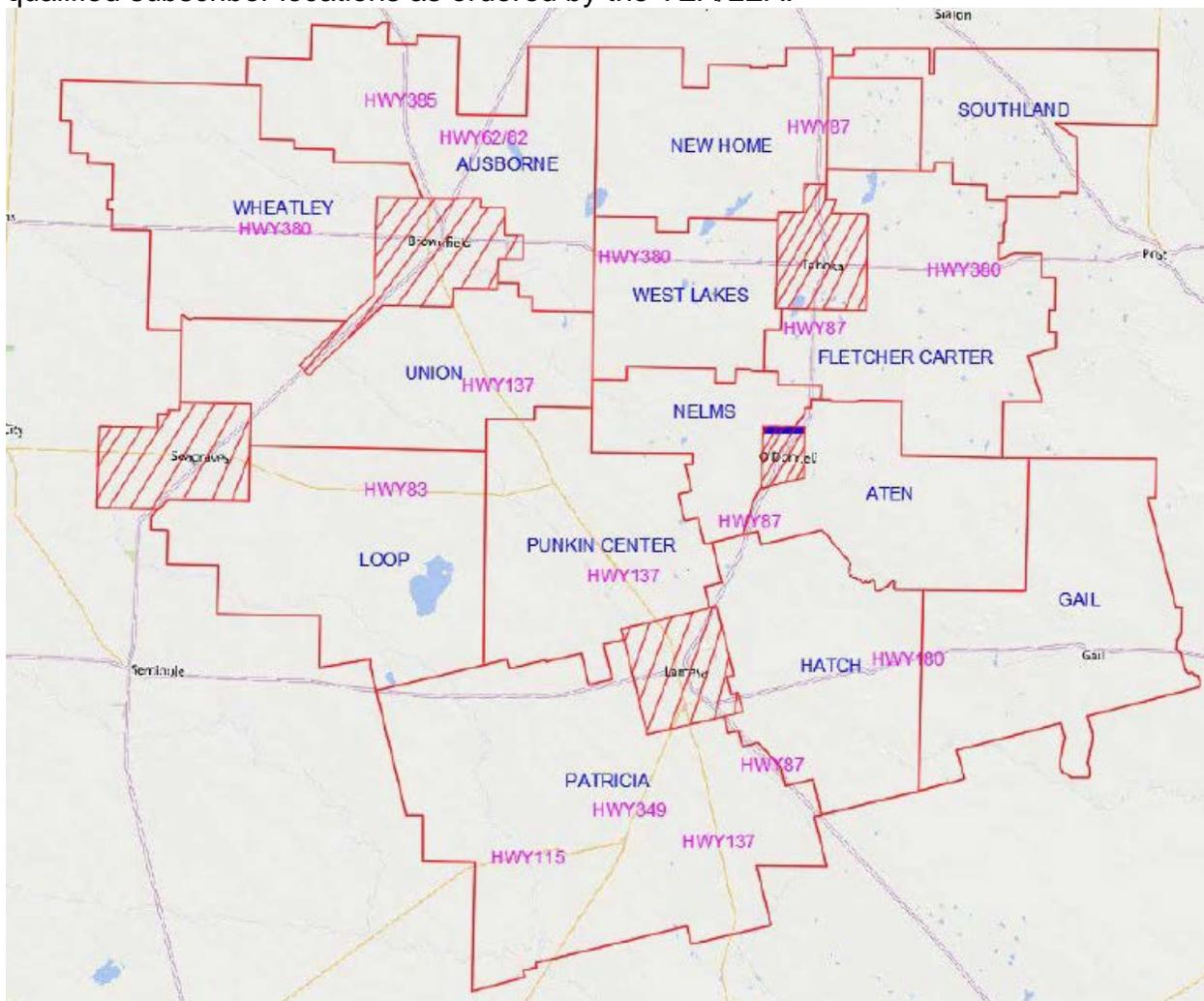
If a student should leave a school district, the school district, via the TEA/LEA will notify Poka Lambro Telephone Cooperative, Inc so Poka Lambro Telephone Cooperative, Inc can begin the process of disconnecting service and providing an equipment inventory per student account to ensure the equipment to be returned is identified and as or if required bill for unreturned equipment. There are no additional return or restocking fees, the \$250.00 is the only amount billed for unreturned equipment and solely covers the replacement cost of said equipment.

Availability:

Poka Lambro Telephone Cooperative, Inc will, in accordance with the RFP requirement of Region 4 ESC, provide a content filtering solution via Customer Facing Cloud Filtering. With Region 4 ESC as the client of Poka Lambro Telephone Cooperative, Inc the content filtering component of the ISP is being offered as a value added service with the Broadband subscription, thus the ISP is not filtering or restricting network traffic or violating policy but instead is meeting the need of a multi-location customer in the form of Region 4 ESC's TEA/LEA program. The requirement for compliance with the Children's Internet Protection Act (CIPA) is the requirement of Region 4 ESC per FCC §54.520, however the content filtering capabilities provided via Poka Lambro Telephone Cooperative, Inc's Customer Facing Cloud Filtering does provide the protections

179 required by Region 4 ESC under the rule. Specifically, the Customer Facing Cloud
 180 Filtering suite protects against phishing attacks, promotes student welfare by blocking
 181 malicious activity, and provides content and network filtering.

182
 183 The Poka Lambro Telephone Cooperative, Inc 100 Mbps Broadband with CIPA filtering
 184 is offered inside the boundaries and identified locations within the Poka Lambro
 185 Telephone Cooperative, Inc service territory identified on the map included below, with
 186 the exception of the 5-crosshatched map segments. The 5-crosshatched map
 187 segments indicate no service program availability and are identified as dead-zones for
 188 purposes of the TEA program. The Poka Lambro Telephone Cooperative, Inc's Fiber
 189 product is a premium conduit for delivering broadband services and is available in all
 190 locations within the mapped area with the exception of the marked dead-zones. The
 191 Fiber facilities are fixed routes to specific locations, if a location exists within the
 192 mapped area but does not have a fiber drop, Poka Lambro Telephone Cooperative, Inc
 193 will install the Fiber connection to the premise as part of the installation process for
 194 qualified subscriber locations as ordered by the TEA/LEA.



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 196
 197 In addition to physically providing facilities Poka Lambro Telephone Cooperative, Inc
 198 strives to provide optimal service to all subscribers within the service area. As a result

199 Poka Lambro Telephone Cooperative, Inc provides multi-lingual support to households
 200 by providing information in the following languages:

- 201 1. English, and
- 202 2. Spanish.

203 The multi-lingual support is provided via interactions with Poka Lambro Telephone
 204 Cooperative, Inc staff as well as incorporated into important materials on the company's
 205 website.

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207 **Not to exceed Pricing:**

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209 Poka Lambro Telephone Cooperative, Inc is providing the Not to Exceed Pricing for
 210 monthly recurring rate(s) for service types available under this RFP with a separate
 211 chart for nonrecurring fee(s) and expected .

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Monthly Service	Not to Exceed Pricing
Basic-100Mbps, CIPA Filtering	\$74.95
Basic-100Mbps, CIPA Filtering, Wi-Fi home networking	\$87.90
Basic-100Mbps, CIPA Filtering, Wi-Fi home networking, 1-Additional Wi-Fi Access Point	\$92.90
Nonrecurring Fee(s)	Not to Exceed Pricing
Cooperative Membership Fee – per account	\$50.00
Early Termination Fee – per account	\$229.13
Service Call Fee – per premise trouble trip	\$320.00
ReConnects/Moves – per occurrence	\$32.00

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Tab 3
Performance Capability

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Poka Lambro Telephone Cooperative, Inc understands the TEA Connect Texas program is specific to Texas kindergarten through 12th grade LEAs. Services include Internet service and any necessary equipment to provide wired broadband service to support the TEA Connect Texas program.

- a. Bandwidth speeds: minimally, 25 Mbps download and 3 Mbps upload
 - a. Poka Lambro Telephone Cooperative, Inc product offered under this RFP is 100 Mbps download and 100 Mbps upload, provisioned over Fiber facilities
- b. Circuit Availability: 99.99% uptime
 - a. Poka Lambro Telephone Cooperative, Inc will provision the broadband connections over its existing robust network which complies with Service Quality standards in addition to maintaining ability to function in emergency situations as required under both Texas and Federal rules.
- c. Data Cap: Unlimited data usage with no data throttling
 - a. Poka Lambro Telephone Cooperative, Inc in accordance with its own Network policies as well as Federal rules does not engage in throttling data or any prohibited network manipulations. Additionally, no data caps or limiting of usage is applied to any broadband plan.
- d. Content Filtering: Accommodate standard Children’s Internet Protection Act (CIPA) content filtering requirements as requested by TEA Connect Texas
 - a. Poka Lambro Telephone Cooperative, Inc as part of provisioning service under the requested format of the RFP, with Region 4 ESC’s TEA/LEA as the customer, will provide Content Filtering as an option with the Broadband service. It is Region 4 ESC’s TEA/LEA program that is required by FCC rule to certify compliance with the CIPA requirements.
- e. Net Neutrality: Service cannot be deprioritized versus other customers at any time
 - a. Poka Lambro Telephone Cooperative, Inc has a complete network management policy, in accordance with the FCC’s Open Internet Rules, that is actively followed and is also posted on the company website.

Broadband Performance Data Standards:

Poka Lambro Telephone Cooperative, Inc will provide the same technology and service that it provides to its existing customers. As a regulated communications provider Poka Lambro Telephone Cooperative, Inc complies with Texas service quality and reliability standards as identified in Subchapter C, Sections 26.51-26.57 as well as Federal requirements identified in CFR, Title 47, Part 54, Subpart C, §54.202. to ensure service

261 quality and reliability, in addition to maintaining functionality in emergency situations,
262 Poka Lambro Telephone Cooperative, Inc uses several tools and industry standard
263 techniques to monitor and manage the network ensuring high data standards are
264 maintained. Monitoring and trouble reporting functions occur 24-hours a day and 7-
265 days a week allowing Poka Lambro Telephone Cooperative, Inc to promptly respond to
266 any troubles or outages. Poka Lambro Telephone Cooperative, Inc does not have
267 usage limitation for customers so does not monitor the network for usage allowance but
268 does monitor for packet loss, jitter, latency, and capacity usage thresholds. The
269 monitoring network data is used to identify when the network should be augmented, this
270 continuous review of network use ensures the data performance standards remain
271 operational at optimum levels.

272
273 Poka Lambro Telephone Cooperative, Inc has a comprehensive Network Management
274 Policy and Internet Transparency guide, which describes the network management
275 practices, security, network performance analysis, and acceptable use terms. These
276 document focus on business as usual guides and standard procedures, in addition Poka
277 Lambro Telephone Cooperative, Inc has a comprehensive Disaster Recovery Plan
278 which addresses network restoration is less than optimal situations and can provide that
279 full manual upon request.

280
281 Poka Lambro Telephone Cooperative, Inc has the following security policies posted in
282 place on its website detailing how it protects privacy and ensures security of information
283 and data transmitted through the Offerors services and products:

- 284 • Network Management Policy and Internet Transparency Statement,
285 <https://poka.com/network-management-policy/>, explains how Poka Lambro
286 Telephone Cooperative, Inc blocks network attacks to protect integrity and
287 security of customers, manages the network, monitors congestion, and provides
288 network security.
- 289 • Acceptable Use Policy <https://poka.com/acceptable-use-policy/>, details network
290 and usage restrictions, prohibited use and activities, technical restrictions
291 implemented to ensure network security, and network management and usage
292 explanation and restrictions.

293 Poka Lambro Telephone Cooperative, Inc has deployed a robust network security to
294 secure its network and subsequently its customers from network threats. The network
295 security management software detects abnormal traffic flows, congestion, network
296 security breach attempts, malware, loss, and attempted damage to the network such as
297 denial of service attacks. Once detected these threats are swiftly dealt with to ensure
298 network security and company and customer data are not violated.

299 300 **Planned Outages:**

301
302 Poka Lambro Telephone Cooperative, Inc provides advance customer notice for planned
303 outages, in the form of mass email notification. The outage and maintenance scheduling
304 and processes are:

305

- 306 • Coordination of Maintenance: Poka Lambro Telephone Cooperative, Inc's
307 standard Maintenance Window takes place during the hours of Midnight Central
308 and 04:00AM Central.
- 309 • Regular: Regular maintenance is defined as routine scheduled maintenance
310 outside the scheduled maintenance downtime scheduled above. Poka Lambro
311 Telephone Cooperative, Inc will provide 72-hour advance notification of activities.
- 312 • Emergency: Emergency Maintenance is defined as maintenance that must be
313 performed immediately, regardless of time of day, as vital to the service.

314

315 Installation:

316

317 Poka Lambro Telephone Cooperative, Inc makes every effort to provide service in a
318 timely manner. On average our installation on time rate is 98%. As a means of ensuring
319 the on time installation rate maintains this high percentage it is imperative that the
320 TEA/LEA promptly passes along service orders for end-user requests and ensures the
321 end-user understands an on-site installation by a Poka Lambro Telephone Cooperative,
322 Inc technician is required to connect the Fiber service. All on-site installations must have
323 an adult, 18-years or older, present for the duration of the initial installation as well as any
324 required service trips.

325 Equipment Return and Restocking:

326

327 Poka Lambro Telephone Cooperative, Inc's product return and restocking fee is as
328 follows:

329 At the conclusion of the Program the equipment shall be returned to Poka Lambro
330 Telephone Cooperative, Inc and the TEA/LEA will be billed \$250.00 per unit for any
331 unreturned equipment at the end of the program.

332

333 If a student should leave a school district prior to the end of the program, the school
334 district, via the TEA/LEA will notify Poka Lambro Telephone Cooperative, Inc so Poka
335 Lambro Telephone Cooperative, Inc can begin the process of disconnecting service and
336 providing an equipment inventory per student account to ensure the equipment to be
337 returned is identified and as or if required bill for unreturned equipment. There are no
338 additional return or restocking fees, the \$250.00 is the only amount billed for unreturned
339 equipment and solely covers the replacement cost of said equipment.

340

341 Service Problem Resolution Process:

342

343 Upon receiving an outage report, Poka Lambro Telephone Cooperative, Inc will make
344 every attempt to resolve the problem immediately by remote access. Should remote
345 access not prove successful, Poka Lambro Telephone Cooperative, Inc will dispatch a
346 qualified and knowledgeable service technician to the affected site. Poka Lambro
347 Telephone Cooperative, Inc will start the diagnosis of the problem within 2 hours of the
348 report.

349

350 Upon completed diagnosis of the problem, Poka Lambro Telephone Cooperative, Inc
 351 shall report the Estimated Time of Repair (ETR). During repairs, Poka Lambro Telephone
 352 Cooperative, Inc will routinely notify the customer of resolution progress at agreed to
 353 intervals between the customer representative and the assigned Poka Lambro Telephone
 354 Cooperative, Inc technical representative. Poka Lambro Telephone Cooperative, Inc shall
 355 make every attempt to restore service within 4 hours.

356
 357 For all services Poka Lambro Telephone Cooperative, Inc executes service impacting
 358 maintenance during windows from Midnight am to 4 am on weeknights and weekends.
 359 Preventive maintenance and non-service impacting measures are executed Monday –
 360 Friday from 8:00 am to 5:00 pm.

361
 362 **Invoicing and Payment:**

363 Poka Lambro Telephone Cooperative, Inc assigned staff will work with customer
 364 designees, within Poka Lambro Telephone Cooperative, Inc’s billing system capabilities,
 365 to establish billing and invoicing procedures. Billing is sent out monthly Payment terms
 366 are 30-days and the acceptable methods of payment include check, credit card, and ACH.
 367 Poka Lambro Telephone Cooperative, Inc does not assess any fees or surcharges to
 368 customers electing to use credit card as the form of payment.

369 **Implementation/Customer Transition:**

370 Poka Lambro Telephone Cooperative, Inc will be setting up Region 4 ESC TEA/LEA as
 371 the customer of record with each eligible end-user created as a sub-account under the
 372 main unit. Per the terms of the RFP any of Poka Lambro Telephone Cooperative, Inc’s
 373 existing Broadband customers would not be eligible for the TEA program so there is no
 374 expected transition or account overlap. The Region 4 ESC TEA/LEA will submit the
 375 service order request for new service and that order must contain the valid 911 address
 376 of the service installation location, contact number, and availability options for the on-site
 377 install to ensure a time availability when an adult (18-years or older) will be on-site for the
 378 technician install of service.

379 **Financial Condition of Offeror:**

380 Poka Lambro Telephone Cooperative, Inc. and subsidiaries are audited annually on a
 381 consolidated basis. The accounting records of the Cooperative confirm to the Uniform
 382 System of Account prescribed by the Federal Communications Commission for Class A
 383 telephone companies. Additionally, the Cooperative is subject to regulation by the
 384 Commission and other federal agencies, and therefore follows accounting for regulated
 385 enterprises prescribed by Financial Accounting Standards generally accepted in the
 386 United States of America.

387 [REDACTED]
 388 [REDACTED]
 389 [REDACTED]

390 [REDACTED]
 391 [REDACTED]

392
393
394
395
396
397



398 **Website:**

399
400
401
402
403
404

Poka Lambro Telephone Cooperative, Inc's website, <https://poka.com/>, is a centralized location for all pricing, ordering and application functionality, product availability, terms of service, news and marketing items related to products available to customers, newsletter, acceptable use policy, network management policy, internet transparency statement, and Tariffs and Regulatory Documents.

Tab 3

a) OMNIA PARTNERS DOCUMENTS (APPENDIX D)

Response to Appendix D, Exhibit A, OMNIA Partners Response for Cooperative Contract:

Poka Lambro Telephone Cooperative, Inc recognizes Region 4 Education Service Center as the Principal Procurement Agency for the TEA Texas Connect program and the entity with the Master Agreement with OMNIA Partners. Via this RFP, if or as awarded, Poka Lambro Telephone Cooperative, Inc would have the role of Supplier for the Broadband product.

In role of Supplier, Poka Lambro Telephone Cooperative, Inc will read and agree to terms and conditions of the Administration Agreement with OMNIA Partners, and if or where not in agreement will identify specifically which area(s) of the document cannot be executed as stated in the draft example.

Poka Lambro Telephone Cooperative, Inc also commits to the not-to-exceed pricing as identified and provided in the RFP response representing Poka Lambro Telephone Cooperative, Inc's lowest acceptable pricing for the products offered in the RFP.

Poka Lambro Telephone Cooperative, Inc commits that all sales executed under the awarded RFP will be accurately and timely reported to OMNIA Partners. Supplier understands that reported sales will be assessed a 3% Administrative Fee which will require submission of payment for the 3% indicated on each monthly report to OMNIA. Supplier will track volume by recording the service orders completed under the TEA purchase order and will populate the monthly report with those completed accounts in service.

Supplier Response:

3.1.A – Brief history and description

Poka Lambro Telephone Cooperative, Inc is uniquely qualified to provide excellent quality, cost effective fiber facilities to provision high-speed internet access and telecommunications service. Poka Lambro Telephone Cooperative, Inc was established in 1950 and has over 71 years of experience serving subscribers in the rural areas of Borden, Dawson, Gaines, Garza, Lynn, Terry, and Yoakum Counties. Poka Lambro Telephone Cooperative, Inc was chartered by a small group of West Texans originating from the county seats of Post, Tahoka, Lamesa, and Brownfield that were committed to provide rural telephone service to the area using the most advanced technology available. That original commitment is a driving factor in the continued deployment of cutting-edge Fiber services offered by Poka Lambro Telephone Cooperative, Inc and its subsidiaries striving to provide and deliver the most advanced communications and broadband services to its members. Poka Lambro Telephone Cooperative, Inc serves an area spread across 4,200 square miles in West Texas with the primary service area south of Lubbock, Texas in the lower Texas Panhandle to just north of Midland, Texas in the oil-rich Permian Basin. Poka Lambro Telephone Cooperative, Inc provides

451 exceptional value and reliable voice, broadband, and security solutions to the farming,
 452 ranching, petroleum exploration and production, educational, and residential and
 453 business customers in its service territory.

454 As a rural carrier, Poka Lambro Telephone Cooperative, Inc is committed to the
 455 communities it serves and sees value in developing the most advanced
 456 communications services to keep rural areas connected to their urban counterparts.
 457 Perhaps no greater value can be placed than on schools where children require high
 458 speed broadband to connect to digital learning platforms. Poka Lambro Telephone
 459 Cooperative, Inc prides itself on being a small, independent company whose founders
 460 pioneered the provision of telephone service to all members within its service territory.
 461 As a result of over 70-years in business of providing high quality voice and broadband
 462 services Poka Lambro Telephone Cooperative, Inc is well respected in the community
 463 and a known cornerstone of quality service at great pricing. As a small company, Poka
 464 Lambro Telephone Cooperative, Inc is easily accessible. When you call the business
 465 office, you receive a real human being and will never receive an automated phone tree.
 466 Most of Poka Lambro Telephone Cooperative, Inc’s personnel have been employed
 467 with the company for many years, and personally get to know and develop relationships
 468 with customers, as Poka Lambro Telephone Cooperative, Inc staff also live and work in
 469 the communities they serve. Poka Lambro Telephone Cooperative, Inc delivers
 470 personal and consistent quality customer service to its customers.

471 Poka Lambro Telephone Cooperative, Inc Board of Directors, Key Management, and
 472 staff remain committed to ensuring that quality and reliability remain top priority. Poka
 473 Lambro Telephone Cooperative, Inc’s key management have a combined 89-years of
 474 Telecom experience, bringing a wealth of knowledge and expertise to the daily and
 475 planning operations of Poka Lambro Telephone Cooperative, Inc and it is the breadth of
 476 knowledge that cultivates success.

477
 478 **3.1.B – Number and location of support centers and location of corporate office**
 479

480 Poka Lambro Telephone Cooperative, Inc has three locations which can be identified as
 481 support centers: 1) Tahoka Location Address: 1647 Ave. J, Tahoka, Texas 79373, 2)
 482 Post Location Address: 115 W. Main St., Post, Texas 79356, and 3) Poka-Lambro
 483 Telephone Cooperative, Inc Address: 560 US Highway 87, Wilson, Texas 79381. The
 484 Poka Lambro Telephone Cooperative, Inc address in Wilson is the corporate office
 485 location.

486
 487 **3.1.C – Annual sales for three previous fiscal years**
 488

Poka Lambro Telephone Cooperative, Inc Annual Sales	
Year	Revenues

489

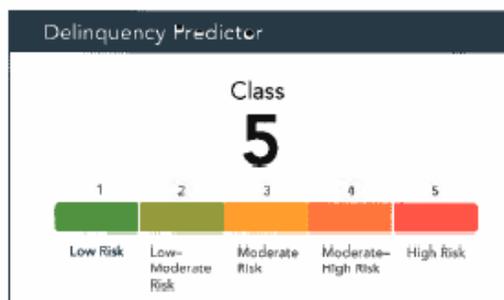
490 - FEIN: 75-0806646
 491 - Dunn & Bradstreet Number-02-712-8644, most recent report following:



Company Name: POKA-Lambro Telephone Cooperative Inc.
 Dun & Bradstreet D-U-N-S® Number: 02-712-8644

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492
 493
 494
 495

3.1.D – Describe any green or environmental initiatives

496 Poka Lambro Telephone Cooperative, Inc does not have any current green or
 497 environmental initiatives or policies.

498
 499 **3.1.E – Describe diversity program(s)**

500
 501 Poka Lambro Telephone Cooperative, Inc does not currently have any diversity
 502 programs or partners being used to gain or provide diversity pricing benefits.

503
 504 **3.1.F – Indicate if supplier holds any certifications in classified areas**

505
 506 Poka Lambro Telephone Cooperative, Inc does not hold certifications in any classified
 507 areas, specifically:

- 508 a) Minority Women Business Enterprise = No
- 509 b) Small Business Enterprise (SBE) or Disadvantaged Business
 510 Enterprise (DBE) = No
- 511 c) Historically Underutilized Business (HUB) = No
- 512 d) Historically Underutilized Business Zone Enterprise (HUBZone) = No
- 513 e) Other recognized diversity certificate holder = No

514
 515 **3.1.G – List any relationships with subcontractors intended to be used when**
 516 **providing services**

517
 518 Poka Lambro Telephone Cooperative, Inc will use its internal staff to install new service,
 519 respond to troubles, and for billing and accounting functions.

520
 521 **3.1.H – Describe how supplier differentiates itself from its competitors**

522
 523 Poka Lambro Telephone Cooperative, Inc is offering broadband service over Fiber
 524 facilities. This is a premium product insomuch as fiber-optic connections have more
 525 consistent speeds and higher reliability as well as the ability to transport virtually
 526 unlimited bandwidth. It is this unlimited potential that makes fiber a future proof product
 527 as it is easily scalable to higher download and upload speeds as customer demands
 528 increase. The fiber product has significant customer reliability and speed advantages
 529 over the DSL, Fixed Wireless, and Satellite products competitors offer.

530 In addition, Poka Lambro Telephone Cooperative, Inc is a Cooperative that is member
 531 owned which means its customers have ownership in the company placing an even
 532 higher importance on providing superior service and reliability all at competitive market
 533 pricing.

534
 535 **3.1.I – Felony Conviction Notice**

536
 537 Poka Lambro Telephone Cooperative, Inc as the supplier is not owned or operated by
 538 anyone who has been convicted of a felony.

539
 540 **3.1.J – Describe any debarment or suspension actions taken against supplier**

541

542 Poka Lambro Telephone Cooperative, Inc has not had any debarment or suspension
543 actions taken against the company, its management, or its ownership.

544
545 **3.2.A – Identify all other companies that will be involved in processing, handling,
546 or shipping the products to the end user.**

547
548 Poka Lambro Telephone Cooperative, Inc will use internal staff to install new service to
549 locations approved under the TEA program. Because the Fiber product requires an
550 ONT installation as well as Fiber drop to each location there will not be any items
551 shipped to eligible participants, the material will be provided during the on-site
552 installation process.

553
554 **3.2.B – Provide the number, size, and location of Supplier’s distribution facilities,
555 warehouses and retail network.**

556
557 Poka Lambro Telephone Cooperative, Inc has three total locations to provide service
558 and support to customers. The head quarter facility is located in Wilson, with the other
559 two facilities located in Tahoka and Post. Poka Lambro Telephone Cooperative, Inc’s
560 head quarter complex has approximately 13,000 square feet of office space,
561 approximately 3,000 square feet of retail space, and approximately 21,000 square feet
562 of warehouse space. The facilities located in Tahoka and Post each have
563 approximately 2,500 square feet of retail space.

564
565 **3.3.A – Provide strategy to immediately implement the MA including executive
566 leadership endorsement and sponsorship of the award within the first 10-
567 days**

568
569 Poka Lambro Telephone Cooperative, Inc within the first 10-days of award of MA will
570 announce the plan availability via the news portion of the website,
571 <https://poka.com/news/>, which is where member customers customarily access all news
572 updates relevant to service. Additionally, this will be announced and discussed at the
573 monthly Board meeting where formal approval and entry into Company records by the
574 Board of Directors will show executive leadership’s endorsement and sponsorship of the
575 award.

576
577 **3.3.B – Provide 90-day plan beginning from award date of Master Agreement (MA)
578 describing strategy to market the MA immediately upon award**

579
580 Poka Lambro Telephone Cooperative, Inc’s actions for product awareness and
581 marketing efforts within the first 90-days of award will be rolled out in the following
582 order:

- 583 i. Announce plan availability on the News section of the website,
584 ii. Internal Staff announcements and plan training,
585 iii. Design OMNIA TEA webpage to include:
586 a. OMNIA Partners logo,
587 b. List toll-free number and email address for OMNIA,

- 588 c. Contain electronic link to OMNIA Partners' website – to include online
 589 registration page,
 590 d. Link to copy of Master Agreement and Amendment between Principal
 591 Procurement and Supplier, and
 592 e. List product and price,
 593
 594

595 **3.3.C – Include a list of current cooperative contracts Supplier holds**

596
 597 Poka Lambro Telephone Cooperative, Inc in the role of Supplier does not have any
 598 current or active cooperative contracts.
 599

600 **3.3.D – Acknowledge Supplier agrees to provide its logo(s) to OMNIA and**
 601 **permission for reproduction of such logo in marketing communications**
 602 **and promotions, and OMNIA partners logo will require permission for**
 603 **reproduction**
 604

605 Poka Lambro Telephone Cooperative, Inc, upon offer and acceptance of MA will agree
 606 to provide the company logo to OMNIA for use in marketing communications and
 607 promotions, with the caveat that any and all material must be subject to review and
 608 approval prior to production. Poka Lambro Telephone Cooperative, Inc agrees to
 609 submit any and all materials for marketing where proposing to use OMNIA logo to
 610 OMNIA for review and approval prior to production.
 611

612 **3.3.E – Provide name, title, email, and phone number for the persons responsible**
 613 **for:**

- 614 i. Executive Support: Patrick Sherrill, General Manager and CEO, e-mail:
 615 psherrill@teampoka.com, Phone: 806-924-7234
 616 ii. Marketing: Tammy Pounds, Vice President of Customer Operations, e-
 617 mail: tpounds@teampoka.com, Phone: 806-924-7234
 618 iii. Sales: Tammy Pounds, Vice President of Customer Operations, e-mail:
 619 tpounds@teampoka.com, Phone: 806-924-7234
 620 iv. Sales Support: Tammy Pounds, Vice President of Customer Operations,
 621 e-mail: tpounds@teampoka.com, Phone: 806-924-7234
 622 v. Financial Reporting: Matt Snowden, CFO, CPA, e-mail:
 623 msnowden@teampoka.com, Phone: 806-924-7234
 624 vi. Accounts Payable: Matt Snowden, CFO, CPA, e-mail:
 625 msnowden@teampoka.com, Phone: 806-924-7234
 626 vii. Contracts: Patrick Sherrill, General Manager and CEO, e-mail:
 627 psherrill@teampoka.com, Phone: 806-924-7234
 628
 629
 630
 631
 632
 633

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or

services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

terms of the contract.

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

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

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

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

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

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

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

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

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

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

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

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Does offeror agree? YES PS _____ Initials of Authorized Representative of offeror

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES PS _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request.

Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: Poka Lambro Telephone Cooperative, Inc.

Address, City, State, and Zip Code: 560 US Highway 87, Tahoka, TX 79373

Phone Number: 806-924-7234

Fax Number: _____

Printed Name and Title of Authorized Representative: Patrick Sherrill, General Manager and CEO

Email Address: psherrill@teampoka.com

Signature of Authorized Representative: *Patrick Sherrill* Date: 5-13-2021

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2 Equal Employment Opportunity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

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

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

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

“Suspension and Debarment

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

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

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

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

Lobbying," in accordance with its instructions.

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

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

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


Signature of Contractor's Authorized Official

Patrick Sherrill, CEO & GM
Name and Title of Contractor's Authorized Official

5/13/2021
Date

10. Procurement of Recovered Materials.

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

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

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

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

11. Additional FEMA Requirements.

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

b. Changes.

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

c. Access to Records.

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

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

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

14. No Obligation by Federal Government.

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

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

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

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

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

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

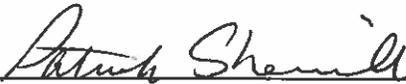
Offeror's Name: Poka Lambro Telephone Cooperative, Inc.

Address, City, State, and Zip Code: 560 US Highway 87, Tahoka, TX 79373

Phone Number: 806-924-7234 Fax Number: _____

Printed Name and Title of Authorized Representative: Patrick Sherrill, General Manager and CEO

Email Address: psherrill@teampoka.com

Signature of Authorized Representative:  Date: 5-13-2021

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Tab 4
QUALIFICATIONS AND EXPERIENCE

637 **Company History and Reputation:**

638 Poka Lambro Telephone Cooperative, Inc is uniquely qualified to provide excellent
639 quality, cost effective fiber facilities to provision high-speed internet access and
640 telecommunications service. Poka Lambro Telephone Cooperative, Inc was established
641 in 1950 and has over 71 years of experience serving subscribers in the rural areas of
642 Borden, Dawson, Gaines, Garza, Lynn, Terry, and Yoakum Counties. Poka Lambro
643 Telephone Cooperative, Inc was chartered by a small group of West Texans originating
644 from the county seats of Post, Tahoka, Lamesa, and Brownfield that were committed to
645 provide rural telephone service to the area using the most advanced technology
646 available. That original commitment is a driving factor in the continued deployment of
647 cutting-edge Fiber services offered by Poka Lambro Telephone Cooperative, Inc and its
648 subsidiaries striving to provide and deliver the most advanced communications and
649 broadband services to its members. Poka Lambro Telephone Cooperative, Inc serves
650 an area spread across 4,200 square miles in West Texas with the primary service area
651 south of Lubbock, Texas in the lower Texas Panhandle to just north of Midland, Texas
652 in the oil-rich Permian Basin. Poka Lambro Telephone Cooperative, Inc provides
653 exceptional value and reliable voice, broadband, and security solutions to the farming,
654 ranching, petroleum exploration and production, educational, and residential and
655 business customers in its service territory.

656 As a rural carrier, Poka Lambro Telephone Cooperative, Inc is committed to the
657 communities it serves and sees value in developing the most advanced
658 communications services to keep rural areas connected to their urban counterparts.
659 Perhaps no greater value can be placed than on schools where children require high
660 speed broadband to connect to digital learning platforms. Poka Lambro Telephone
661 Cooperative, Inc prides itself on being a small, independent company whose founders
662 pioneered the provision of telephone service to all members within its service territory.
663 As a result of over 70-years in business of providing high quality voice and broadband
664 services Poka Lambro Telephone Cooperative, Inc is well respected in the community
665 and a known cornerstone of quality service at great pricing. As a small company, Poka
666 Lambro Telephone Cooperative, Inc is easily accessible. When you call the business
667 office, you receive a real human being and will never receive an automated phone tree.
668 Most of Poka Lambro Telephone Cooperative, Inc's personnel have been employed
669 with the company for many years, and personally get to know and develop relationships
670 with customers, as Poka Lambro Telephone Cooperative, Inc staff also live and work in
671 the communities they serve. Poka Lambro Telephone Cooperative, Inc delivers
672 personal and consistent quality customer service to its customers.

673 Poka Lambro Telephone Cooperative, Inc Board of Directors, Key Management, and
674 staff remain committed to ensuring that quality and reliability remain top priority. Poka
675 Lambro Telephone Cooperative, Inc's key management have a combined 89-years of
676 Telecom experience, bringing a wealth of knowledge and expertise to the daily and

677 planning operations of Poka Lambro Telephone Cooperative, Inc and it is the breadth of
678 knowledge that cultivates success.

679

680 **Experience and Qualification of Key Management:**

681 Patrick Sherrill, General Manager and CEO:

682 Patrick Sherrill has been the General Manager and Chief Executive Officer (CEO) of
683 Poka Lambro Telephone Cooperative since August 2019. In that time Patrick led the
684 cooperative to achieve a 26% increase in broadband subscribership in its rural service
685 area.

686

687 From 2006 to 2019 Patrick served as the CEO of Zona Communications in Peoria,
688 Arizona. During his tenure the company averaged 30% annual subscriber growth and
689 deployed over \$26M in new fiber-to-the-home network facilities. From 1994 to 2006
690 Patrick served rural telecommunications providers as a consultant. His experience
691 includes financial analysis, business plan development, sales and marketing, product
692 development, and wireless network design.

693

694 Patrick holds an MS in Industrial Engineering from Texas Tech University and a BA in
695 Mathematics, magna cum laude, from Angelo State University.

696

697 Matt Snowden, CFO, CPA:

698 Matt Snowden joined the team at Poka Lambro in June 2018 and has been the
699 cooperative's Chief Financial Officer (CFO) since January 2020. From 2010 to 2018,
700 Matt worked as an Audit Manager at the public accounting firm of Bolinger, Segars,
701 Gilbert and Moss (BSGM). During his time at BSGM, Matt focused on
702 telecommunications clients where he performed financial statement audits, evaluation of
703 internal control procedures, and presentation of financial statements at board and
704 annual meetings. His experience includes financial forecasting, operational and capital
705 budgeting, financial analysis, and knowledge of PART 32 and GAAP accounting rules.

706

707 Matt holds a BA in Accounting from Texas Tech University, Masters of Professional
708 Accounting from West Texas A&M and is an active Certified Public Accountant in the
709 State of Texas.

710

711 Dave Hageman, Vice President of Network Operations, PE:

712 Dave Hageman started his telecommunications career at Poka Lambro in 1993. In his
713 time with the cooperative, he led efforts for wireless and wireline network deployments.
714 Dave provided key leadership in the effort to engineer and install fiber-to-the-home
715 facilities to 99% of the cooperative's customers across its 4,200 square mile service
716 area.

717

718 Dave graduated from Texas Tech University in 1983 with a BS in Engineering
719 Technology, Electrical-Electronics Specialization. He is licensed by the State of Texas
720 as a Professional Engineer.

721

722 Tammy Pounds, Vice President of Customer Operations:

723 Tammy Pounds joined Poka Lambro in 1998 and has served as its Vice President of
 724 Customer Operations since January 2020. In her twenty-three years with the
 725 cooperative, she has served in sales and marketing, inventory, billing, customer service,
 726 regulatory compliance, and product development. In the past two years Tammy has led
 727 Poka Lambro's customer service team through strategic changes in product and pricing
 728 which has contributed to a significant amount of customer growth.

729

730 Tammy has an Associate's Degree in Applied Science from South Plains College in
 731 Levelland, Texas.

732

733 **Experience working with Public School Districts:**

734 Poka Lambro Telephone Cooperative, Inc actively provides service directly to a specific
 735 school district and as part of a subcontract with other rural Incumbent Local Exchange
 736 Carriers (ILEC's) under subcontract to multiple schools in another district. As a result
 737 Poka Lambro Telephone Cooperative, Inc is familiar with the extensive rules and
 738 regulations surrounding participation in the E-rate program and will work with
 739 customers, as allowed under E-rate rules, to ensure that the customer receives the
 740 greatest benefits of the program. In addition, Poka Lambro Telephone Cooperative, Inc
 741 will preserve and maintain E-rate records in accordance with state and federal record
 742 retention guidelines and certifies annually of its compliance with E-rate program rules.

743 Poka Lambro Telephone Cooperative, Inc has priced all services provided to existing
 744 Public School customers to afford the customer the lowest rates available from Poka
 745 Lambro Telephone Cooperative, Inc tariffs and price lists. In addition to competitive
 746 pricing, Poka Lambro Telephone Cooperative, Inc believes its accessibility, dedication
 747 to quality, devotion to its community and superior product support and reliability make it
 748 the best vendor for the goods and services.

749 Upon request, for large customers, Poka Lambro Telephone Cooperative, Inc can
 750 designate an account agent so that the customer has the ability to directly contact their
 751 account representative at any time during business hours. Poka Lambro Telephone
 752 Cooperative, Inc also extends to customers a contact number for reporting service
 753 problems 24 hours a day, 7 days a week. Poka Lambro Telephone Cooperative, Inc
 754 maintains a Help Desk for Broadband support for all internet customers and provides
 755 extended Help Desk hours that include evenings and weekends. Poka Lambro
 756 Telephone Cooperative, Inc also maintains an interactive website that allows customers
 757 to view statements and pay bills online, as well as receive important information
 758 regarding directory listings, regulatory information, important links and company contact
 759 information. Additionally, as a regulated telephone company, Poka Lambro Telephone
 760 Cooperative, Inc complies with all of the Public Utility Commission's customer service
 761 rules and consumer protection standards. These standards ensure that Poka Lambro
 762 Telephone Cooperative, Inc is taking strict measures to provide its customers with the
 763 highest quality of service available in the communications industry.

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E-Rate Program Knowledge and Compliance:

Poka Lambro Telephone Cooperative, Inc certifies its compliance with E-rate program rules annually. Poka Lambro Telephone Cooperative, Inc works with a consulting firm that employs E-rate subject matter experts who provide guidance and assistance to Poka Lambro Telephone Cooperative, Inc as needed to ensure compliance with E-rate program rules and regulations.

Throughout the year, Poka Lambro Telephone Cooperative, Inc staff communicates with the school or district customers as appropriate to ensure that the educational customer's needs are met, and the services provisioned are operating as expected. Poka Lambro Telephone Cooperative, Inc also monitors all E-rate program paperwork and communicates with school or district customers to ensure that all E-rate program deadlines are met.

Poka Lambro Telephone Cooperative, Inc retains documents related to the delivery of discounted telecommunications and other supported services for at least ten years after the last day of the delivery of discounted services. All other documents that demonstrate compliance with the statutory or regulatory requirements for the schools and libraries mechanism are retained as well.

Poka Lambro Telephone Cooperative, Inc believes that its long-standing history of providing exceptional communications services, and its knowledge and resources concerning the E-rate program make Poka Lambro Telephone Cooperative, Inc well positioned to serve the customer.

Past Litigation, Bankruptcy, Reorganization, and Investigations:

Poka Lambro Telephone Cooperative, Inc has no history of past litigation nor has the company, or its officers been subject to investigation. Additionally, Poka Lambro Telephone Cooperative, Inc has not filed for reorganization or bankruptcy.

Additional Relevant Information:

Compliance with Customer Protection Regulations:

In addition to E-rate specific rules, Poka Lambro Telephone Cooperative, Inc complies with other state and federal customer protection rules. Some examples include, but are not limited to, maintaining confidentiality of customer records as required by certain Customer Proprietary Network Information ("CPNI") and Identity Theft Rules (aka "Red Flag" rules). Poka Lambro Telephone Cooperative, Inc also maintains and exercises an emergency operation plan which includes provisions for maintaining continuity of service during disasters or unforeseen events. The Emergency Operations Plan in its entirety is available upon request.

810 Corrective Work Policies

811

812 Poka Lambro Telephone Cooperative, Inc complies with service quality objectives and
813 performance benchmarks established by the state Public Utility Commission specifically
814 Texas service quality and reliability standards as identified in Subchapter C, Sections
815 26.51-26.57 as well as Federal requirements identified in CFR, Title 47, Part 54,
816 Subpart C, §54.202. to ensure service quality and reliability, in addition to maintaining
817 functionality in emergency situations, Poka Lambro Telephone Cooperative, Inc uses
818 several tools and industry standard techniques to monitor and manage the network
819 ensuring high data standards are maintained

820

821 Poka Lambro Telephone Cooperative, Inc can be reached 24 hours a day, 7 days a
822 week for trouble reporting. Poka Lambro Telephone Cooperative, Inc does have a
823 Network Operations Center (NOC) that actively monitors the network to maintain
824 reliability, ensure protections are functioning properly, and monitors usage and capacity
825 thresholds to allow for proactive network expansion.

826

827 In scenario's related to end-user trouble, when a customer contacts Poka Lambro
828 Telephone Cooperative, Inc to report a problem with a service, customer service staff
829 first trouble shoots the problem with the customer over the phone to help ensure that
830 the customer does not incur service charges unnecessarily. If the problem cannot be
831 corrected over the phone with assistance from a customer service representative, then
832 Poka Lambro Telephone Cooperative, Inc creates a trouble ticket which prompts action
833 from an outside plant technician, who travels to the customer's premises to conduct
834 testing and repair functions until the problem is resolved. For the TEA program the LEA
835 will be the entity submitting the reported service problem and will be the liaison with the
836 end-user in the event an on-premise repair is required.

837

838 Poka Lambro Telephone Cooperative, Inc's mission is to provide quality, reliable
839 telecommunications and internet access services to its customers. Poka Lambro
840 Telephone Cooperative, Inc understands that customers require dependable service,
841 and Poka Lambro Telephone Cooperative, Inc has a proven track record of meeting its
842 customer needs by proactively managing and monitoring equipment and routinely
843 updating and conducting preventative maintenance on facilities.

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Tab 4

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a) REFERENCES

References - 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.

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Reference 1

- i. [Redacted]
- ii. [Redacted]
- iii. [Redacted]
- iv. [Redacted]
- v. [Redacted]
- vi. [Redacted]
- vii. [Redacted]
- viii. [Redacted]

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Reference 2

- i. [Redacted]
- ii. [Redacted]
- iii. [Redacted]
- iv. [Redacted]
- v. [Redacted]
- vi. [Redacted]
- vii. [Redacted]
- viii. [Redacted]

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Reference 3

- i. [Redacted]
- ii. [Redacted]
- iii. [Redacted]
- iv. [Redacted]
- v. [Redacted]
- vi. [Redacted]
- vii. [Redacted]
- viii. [Redacted]

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Reference 4

- i. [Redacted]
- ii. [Redacted]
- iii. [Redacted]
- iv. [Redacted]

- 893 v. [REDACTED]
- 894 vi. [REDACTED]
- 895 vii. [REDACTED]
- 896 viii. [REDACTED]

Reference 5

- 897 i. [REDACTED]
- 898 ii. [REDACTED]
- 900 iii. [REDACTED]
- 901 iv. [REDACTED]
- 902 v. [REDACTED]
- 903 vi. [REDACTED]
- 904 vii. [REDACTED]
- 905 [REDACTED]
- 906 viii. [REDACTED]

Reference 6

- 907 i. [REDACTED]
- 908 ii. [REDACTED]
- 910 iii. [REDACTED]
- 911 iv. [REDACTED]
- 912 v. [REDACTED]
- 913 vi. [REDACTED]
- 914 vii. [REDACTED]
- 915 viii. [REDACTED]

Reference 7

- 916 i. [REDACTED]
- 917 ii. [REDACTED]
- 918 iii. [REDACTED]
- 919 iv. [REDACTED]
- 920 v. [REDACTED]
- 921 vi. [REDACTED]
- 922 vii. [REDACTED]
- 923 viii. [REDACTED]

Reference 8

- 925 i. [REDACTED]
- 926 ii. [REDACTED]
- 927 iii. [REDACTED]
- 928 iv. [REDACTED]
- 929 v. [REDACTED]
- 930 vi. [REDACTED]
- 931 vii. [REDACTED]
- 932 viii. [REDACTED]

Reference 9

- 933 i. [REDACTED]

- 936 ii. [Redacted]
- 937 iii. [Redacted]
- 938 iv. [Redacted]
- 939 v. [Redacted]
- 940 vi. [Redacted]
- 941 vii. [Redacted]
- 942 viii. [Redacted]

Reference 10

- 944 i. [Redacted]
- 945 ii. [Redacted]
- 946 iii. [Redacted]
- 947 iv. [Redacted]
- 948 v. [Redacted]
- 949 vi. [Redacted]
- 950 vii. [Redacted]
- 951 viii. [Redacted]

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Tab 5
VALUE ADD

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956 Poka Lambro Telephone Cooperative, Inc has an established, and long history, of
957 providing premium voice and broadband services to the businesses and residents, and
958 school systems in its territory providing robust broadband connecting their rural area to
959 the world. The Broadband product being offered for subscription under the TEA
960 Program is an example of premium service as the Fiber 100 Mbps symmetrical offering
961 will deliver high-speed low-latency broadband to eligible locations allowing K-12 children
962 access to educational materials to broaden their scope and access to knowledge. This
963 high-speed and low-latency product does separate Poka Lambro Telephone
964 Cooperative, Inc from competitors because fixed-wireless and older coax and copper
965 facilities will not be able to deliver the same speeds or reliability, providing some access
966 for these K-12 children is not enough. If selected, Poka Lambro Telephone
967 Cooperative, Inc will provide superior access.

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Tab 6
ADDITIONAL REQUIRED DOCUMENTS
(APPENDIX C)

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

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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.**

1. **Exempt from Disclosure:** Page 6: Lines 143, 144, 145, 146, 147, 148, 149, and 150

- a. **Exemption Reason:** Texas Statute Section 552.104(a), "Information is excepted from the requirements of 552.021 if . . . release of the information would harm its interests by providing an advantage to a competitor or bidder in a particular ongoing competitive situation where the governmental body established the situation at issue is set to reoccur or there is a specific and demonstrable intent to enter into the competitive situation again in the future." Additionally, Texas Statute Section 552.110, Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information, "in this section "trade secret" means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customer or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret".

Release of the Product and Pricing development processes of future

products of Poka Lambro Telephone Cooperative, Inc., would harm its interests by providing an advantage to a competitor or bidder. Expressly because the disclosure of this information would allow competitors to know in advance the pricing that Poka Lambro Telephone Cooperative, Inc., would bid on higher tier broadband products for any consecutive rounds of bidding for higher broadband speeds for the TEA or any other program. With respect to identifying possible exposure to competitive harm, the information contained in the RFP response is information that is not customarily released to the public. This information is proprietary to the Company, is unique to the Company's serving territory and is only known to the Company and its authorized agents. If the Information is not protected, it would have economic value to potential competitors who would be able to target their marketing to specific customers. In a competitive telecommunications marketplace, this type of information is highly sensitive. If publicly disclosed, it would enable competitors to craft business plans that capitalize on their knowledge of the Company's pricing strategies and products Tiers which would place the Company at a competitive disadvantage. Poka Lambro Telephone Cooperative, Inc. believes that exemption from disclosure applies inasmuch as Poka Lambro Telephone Cooperative, Inc., has taken reasonable measures to keep the business, pattern, plan, and process information secret.

2. **Exempt from Disclosure:** Pages 12 and 13: Lines 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, and 397

- a. **Exemption Reason:** Texas Statue Section 552.110(a), Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information, "in this section "trade secret" means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customer or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret".

Poka Lambro Telephone Cooperative, Inc. and subsidiaries Audited Financial documents are not publicly available and contain data categorized as Trade Secret under 552.110, inasmuch as it is financial data that is not released or relinquished in any public forum. The Audit information is only viewed by senior management and Directors at the company as well as by the CPA firm that prepares the audit and is not released to the public. This information is proprietary to the Company, is unique to the Company's specific investments, expenses, and revenues and is only known to the Company and its authorized agents. The data is being provided solely under Exemption from Disclosure to provide a full response as to the Financial Condition of the company in the RFP and Poka Lambro Telephone Cooperative, Inc. has taken reasonable measures to keep the information secret.

3. **Exempt from Disclosure:** Page 15: Line/Chart-Data 488

- a. **Exemption Reason:** Texas Statue Section 552.110(a), Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information, "in this section "trade secret" means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customer or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information

secret”.

Poka Lambro Telephone Cooperative, Inc. Annual Sales Revenues (financial data) are not publicly available and contain data categorized as Trade Secret under 552.110, insomuch as it is financial data that is not released or relinquished in any public forum. The financial data in report or other form is restricted to the Company and its authorized agents and is not made publicly available. The data is being provided solely under Exemption from Disclosure to provide a full response to the question in the RFP and Poka Lambro Telephone Cooperative, Inc. has taken reasonable measures to keep the information secret.

4. **Exempt from Disclosure:** Pages 25, 26, and 27: all numbered Lines 860 through 951

- a. **Exemption Reason:** Texas Statue Section 552.110(a), Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information, “in this section “trade secret” means all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customer or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (1) the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret”.

Poka Lambro Telephone Cooperative, Inc. 10-Customer references contains a list of actual customers with their specific account subscription types and associated billed revenues all of which is information not publicly available and contain data categorized as Trade Secret under 552.110. This information, which is specific to the customers listed and known only to them, Poka Lambro Telephone Cooperative, Inc., and the Company’s agents. The Customer reference information is restricted to the company’s internal billing system and reports and is not made publicly available. If the customer reference information were released it would be releasing customer proprietary network information (CPNI), breaching the business trust of customer confidentiality, in addition to directly providing economic value from the disclosure of the information to Poka Lambro Telephone Cooperative, Inc.’s competitors. The data is being provided solely under Exemption from Disclosure to provide a full response to the requirement in the RFP to identify 10-customers and their confidential billing data and Poka Lambro Telephone Cooperative, Inc. has taken stringent measures, and have CPNI policies in place, to keep the information secret.

(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 confident 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.)

5-13-2021

Date



Authorized Signature & Title

CEO & GM

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 Poka Lambro Telephone
Cooperative, Inc.

Contact

Signature: 

Printed Name: Patrick Sherrill

Address 560 US Highway 87
Tahoka, TX 79373

Position with Company:
General Manager and CEO

**Official
Authorizing
Proposal**

Signature

Phone 806-924-7234

Printed Name

Fax _____

Position with Company

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, Patrick Sherrill, as an authorized representative of

Poka Lambro Telephone Cooperative, Inc., a contractor engaged by

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

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

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

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



Signature of Named Authorized Company Representative

5-13-2021
Date